



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

TUESDAY, JULY 16, 2024
AT 6:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Ivy M. Tsai

CITY STAFF

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

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

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

Public Comments: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. **PRESENTATION FROM PAUL NOVAK OF LAFCO REGARDING A PROPOSED TRANSFER TAX RESOLUTION (COMMUNITY DEVELOPMENT)**
2. **SENIOR ADVISORY COMMITTEE REPORT**
3. **PRIDE FAMILY PAINT NIGHT EVENT (COMMUNITY SERVICES)**
4. **4th OF JULY EVENT RECAP (PARKS & RECREATION)**
- A. **L.A. CADA PRESENTATION**

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 FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

5. **CONFIRMATION OF 2023/24 WEED ABATEMENT CHARGES (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing;

- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- 3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2023/24 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

6. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9919 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1 (HAWKINS STREET AND PALM DRIVE) AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9919 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,
- 2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

7. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9920 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9920 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,
- 2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

8. RESOLUTION NO. 9921 – APPROVAL OF THE PROGRAMS/PROJECTS PROPOSED FOR FUNDING DURING FY 2024/2025 UNDER THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing and hear from anyone wishing to speak on this matter;

- 2) Approve acceptance of CDBG funds as described in the body of this report;
- 3) Adopt Resolution No. 9921; and
- 4) Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

OLD BUSINESS – NONE

HOUSING SUCCESSOR – NONE

SUCCESSOR AGENCY – NONE

REGULAR BUSINESS

9. RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY’S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUBMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9922, requesting the Board of Supervisors of the County of Los Angeles to consolidate a general municipal election to be held on November 5, 2024, with the statewide general election to be held on that date; and
- 2) Adopt Resolution No. 9923, calling for the holding of a general municipal election to be held on Tuesday, November 5, 2024, for the election of certain officers and for the consideration of a tax measure as required by the provisions of the laws of the State of California relating to general law cities.

10. ENFUEGOU PARTNERSHIP POSSIBILITIES AT LITTLE LAKE PARK AND SANTA FE SPRINGS ATHLETIC FIELDS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Direct staff to engage with EnFuegoU to explore partnership possibilities for Little Lake Park and the Santa Fe Springs Athletic Fields; and
- 2) Take such additional, related action that may be desirable.

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.

PUBLIC FINANCING AUTHORITY

11. **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

12. **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

13. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH iWATER, INC. FOR WATER VALVE MAINTENANCE SERVICES AS A COOPERATIVE PURCHASE IN ACCORDANCE WITH SANTA FE SPRINGS CODE SECTION 34.18 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve a Professional Services Agreement with iWater, Inc. to provide water valve maintenance services in the amount of \$155,000.00;
- 2) Authorize the Executive Director to execute the agreement; and
- 3) Take such additional, related action that may be desirable.

CITY COUNCIL

14. **MINUTES OF THE MARCH 28, MAY 2, AND MAY 25, 2024 SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

15. **SECOND READING OF ORDINANCE NO. 1140 AMENDING SECTION 38.21 OF THE CODE OF SANTA FE SPRINGS RELATING TO THE DRAWING OF WARRANTS (CITY ATTORNEY)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1140:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

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

16. SECOND READING OF ORDINANCE NO. 1141 RELATING TO COUNCIL COMPENSATION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1141:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE iii (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO COUNCIL COMPENSATION

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

17. ADOPTION OF THE CITY'S FISCAL YEAR 2024-25 INVESTMENT POLICY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the City's Fiscal Year 2024-25 Investment Policy.

18. ORDINANCE NO. 1142 – TO AMEND CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 2) Waive further reading and introduce Ordinance No. 1142 by title, amending Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code; and
- 3) Take such additional, related action that may be desirable.

19. POLICE SERVICES STAGING FACILITY STORM DAMAGE – EMERGENCY REPAIRS UPDATE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and
- 2) Take such additional, related action that may be desirable.

20. CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Final Payment to Prestige Paving Company, Inc. of La Mirada, California for \$25,994.95 (Less 5% Retention); and
- 2) Approve the final contract amount with Prestige Paving Company, Inc. in the amount of \$153,756.86, including the aggregate change order amount of \$24,498.00; and
- 3) Take such additional, related action that may be desirable.

21. SHOEMAKER AVENUE AND BROADWAY AVENUE STREET IMPROVEMENT PROJECT – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc., of Santa Fe Springs, California in the amount of \$807,165 for the construction of the Shoemaker Avenue and Broadway Avenue Street Improvement Project and authorize the City Manager to execute the agreement; and
- 2) Appropriate \$391,000 from Redevelopment Project Tax Allocation Bond funds to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504); and
- 3) Authorize the Director of Public Works to execute Task Order No. 71 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$109,980; and
- 4) Take such additional, related action that may be desirable.

22. INTRODUCTION OF ORDINANCE NO. 1144 AMENDING CHAPTER 72 OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING STATIONS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1144: An Ordinance of the City of Santa Fe Springs Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code relating to electric Vehicle charging stations; and
- 2) Approve hours of use for two EV charging stations at City Hall as follows: 1) Employee use from 7:00 am to 6:00 pm (Monday – Friday); and 2) General Public use from 6:00 pm to 7:00 am, non-working hours and all day on weekends; and
- 3) Authorize an annual appropriation of \$7,500 from the SCAQMD Motor Vehicle Subvention Fund to cover the annual cost for subsidizing charging service and energy bills related to the Employee Electric Vehicle Charging Incentive Program; and
- 4) Take such additional, related, action that may be desirable.

23. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF CITY HALL ENTRANCE LOBBY, COUNCIL CHAMBERS, AND CONFERENCE ROOM REMODEL – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve adding the City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel Project to the Capital Improvement Plan; and
- 2) Appropriate \$69,550 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the subject project; and
- 3) Award Task Order No. 3 to JMDiaz, Inc. of City of Industry, California for the Design of City Hall Entrance Lobby, Council Chambers and Conference Room Remodel Project; and
- 4) Authorize the Director of Public Works to execute Task Order No. 3 for on-call professional engineering services with JMDiaz, Inc.; and
- 5) Take such additional related action that may be desirable.

24. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF STAGE ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award Task Order No. 4 to JMDiaz Inc., of City of Industry, California for the Design of Stage Road and Iseli Road Street Improvements in the amount of \$87,801; and
- 2) Authorize the Director of Public Works to execute Task Order No. 4 for on-call professional engineering services with JMDiaz, Inc.; and
- 3) Take such additional, related, action that may be desirable.

25. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF INTERSECTION IMPROVEMENTS AT VALLEY VIEW AVENUE AND ALONDRA BOULEVARD – AWARD OF CONTRACT (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Award Task Order No. 6 to JMDiaz Inc., of City of Industry, California for Engineering Design Services for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project in the amount of \$260,067.00; and
- 2) Authorize the Director of Public Works to execute Task Order No. 6 for on-call professional engineering services with JMDiaz Inc.; and
- 3) Take such additional, related, action that may be desirable.

26. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF COMMERCIAL STREET IMPROVEMENTS TO DINARD AVENUE, MARYTON AVENUE, MARQUARDT AVENUE, PARK STREET, AND PIKE STREET – AWARD OF CONTRACT (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Award Task Order No. 5 to NV5, Inc., of Irvine, California for Engineering Design Services for Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Rehabilitation Improvements in the amount of \$197,270.00; and
- 2) Authorize the Director of Public Works to execute Task Order No. 5 for on-call professional engineering services with NV5, Inc.; and
- 3) Take such additional, related, action that may be desirable.

27. APPROVE AMENDMENT NUMBER ONE TO THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF IRWINDALE (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve Amendment Number One to the agreement with the City of Irwindale to provide additional signal maintenance services; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

28. APPROVE AMENDMENT NUMBER TWO TO THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF PARAMOUNT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment Number Two to the agreement with the City of Paramount to provide additional signal maintenance services; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

29. AMENDMENT NO. 2 TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 2 (Attachment A) to the landscape maintenance services agreement with Merchants Landscape Services, Inc. exercising the final one-year extension and increasing the annual contract amount to \$997,905.24; and
- 2) Authorize the Mayor to execute Amendment No. 2; and
- 3) Take such additional, related, action that may be desirable.

30. RESOLUTION NO. 9918 – IMPLEMENTING ON-STREET PARKING RESTRICTIONS IN THE VICINITY OF 10608 FOREST STREET (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Resolution No. 9918 to prohibit the parking of vehicles on the street nightly between the hours of 9 PM and 6 AM on the east side of Forest Street from its intersection with Clark Street to 215' south of the intersection; and
- 2) Take such additional, related action that may be desirable.

31. MEASURE R FUNDING AGREEMENT NO. MR315.41 WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 3. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Funding Agreement No. MR315.41 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Valley View Avenue and Alondra Avenue Intersection Improvements; and
- 2) Authorize the City Manager to execute Amendment No. 3; and
- 3) Take such additional, related, action that may be desirable.

32. HERITAGE PARK NATIVE AMERICAN POND IMPROVEMENT – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans and Specifications for the Heritage Park Native American Pond Improvement Project; and
- 2) Authorize the City Engineer to advertise for construction bids; and
- 3) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 4) Take such additional, related action that may be desirable.

33. AUTHORIZE THE PURCHASE OF THREE (3) POLICE VEHICLES FROM SUNRISE FORD (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing a purchase order to Sunrise Ford to purchase three (3) Ford Explorer police pursuit vehicles in the amount of \$213,771; and
- 2) Authorize the City Manager to establish an agreement/purchase order in an amount that shall not exceed \$75,000 to acquire the items and services necessary to upfit the vehicles for field use; and
- 3) Authorize a budget transfer from the Equipment Acquisition and Replacement Fund in the amount of \$288,771 for the items above and services.

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, Deputy 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.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, Deputy City Clerk

SUBJECT: CONFIRMATION OF 2023/24 WEED ABATEMENT CHARGES

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing;
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- 3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2023/24 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

FISCAL IMPACT

N/A

BACKGROUND

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2023/24 Weed Abatement Assessment Roll has been posted in City Hall since July 8, 2024.

A notice of charges was sent to all Santa Fe Springs property owners listed on the roll.

Weed Abatement Charges

Page 2 of 2

The Council should hear from anyone who wants to speak on this item. A representative of the County of Los Angeles Agricultural Commission will be in attendance to answer any questions.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. Los Angeles County Weed Abatement Letter
- B. Charge List

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



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<http://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

May 30, 2024

The Honorable City Council
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

ATTENTION: CITY CLERK

Pursuant to State law (Government Code Section 39574), our Weed Abatement Program is required to keep an account of and submit to your City Council for confirmation a Report on the Cost of Weed Abatement. The actual confirmation takes place at a public hearing held during a City Council meeting. The purpose of the hearing is to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of the charges. We are proposing the following dates for this process.

July 04, 2024 **Delivery of the Report** - Consists of a list of properties upon which Weed Abatement charges will be assessed and the amounts.

July 11, 2024 **Posting Date** – The Report on Cost must be posted outside the Council chambers three (3) working days prior to the hearing (CA Gov. Code Section 39575).

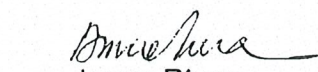
July 16, 2024 **Confirmation of Charges Hearing Date**

If you find these dates to be agreeable with your council and calendar, please sign, date and email this letter back to me as soon as possible.

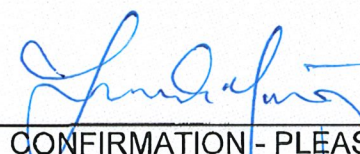
Any consideration in placing our item early on your agenda would be appreciated. If you have any questions, please contact our office.

Very truly yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management


Jenny Rivas
Staff Assistant II
Weed Hazard and Integrated Pest Management

AZ:jr


CONFIRMATION - PLEASE SIGN

Print Name
June 4, 2024
Date

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

JULY 3, 2024

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8002	019	042	5	623	51.59
8	8005	012	027	5	623	51.59
8	8005	012	047	5	623	51.59
8	8005	015	047	5	623	51.59
8	8005	015	048	5	623	51.59
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8	8011	017	037	5	623	51.59
8	8011	017	064	5	623	51.59
8	8059	029	016	5	623	51.59
8	8069	006	044	5	623	51.59
8	8167	002	055	5	623	51.59
8	8168	007	026	5	623	3270.77

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

JULY 3, 2024

8	8168	009	027	5	623	51.59
8	8168	009	030	5	623	51.59
8	8168	023	048	5	623	51.59
8	8178	004	065	5	623	51.59
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGES		0
TOTAL UNIMPROVED PARCELS =			1	TOTAL CHARGES		3270.77
TOTAL INSPECTION FEE ONLY PCLS =			46	TOTAL CHARGES		2373.14
TOTAL PARCELS			47	TOTAL CHARGES		5643.91



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: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9919 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1 (HAWKINS STREET AND PALM DRIVE) AND LEVYING SUCH ASSESSMENTS

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9919 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,
- 2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs attributable to the particular Heritage Springs development. The net assessment to be distributed over the district for Fiscal Year 2024-25 is \$49,983.

BACKGROUND / DISCUSSION

On May 21, 2024, the City Council adopted Resolution No. 9911 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9911 also set the

Public Hearing to Consider Adoption of Resolution No. 9919 Confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) and Levying Such Assessments

Page 2 of 2

Public Hearing for 6:00 p.m. on July 16, 2024, and a notice was published in the Whittier Daily News. Proof of Publication of the hearing notice is included in Attachment C.

The net assessment to be distributed over the district for Fiscal Year 2024-25 is \$49,983. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district complies with the requirements of State Proposition 218.

ANALYSIS / DISCUSSION

Resolution No. 9919 (Attachment A) establishes approval and confirmation of the Engineer's Report for the Heritage Springs Assessment District No. 2001-1 (Attachment B) and authorizes the levying of such assessments. These actions are required in order to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the County Assessment Roll.

ENVIRONMENTAL

Not applicable.

SUMMARY/NEXT STEPS

The City Council will consider the adoption of Resolution 9919 confirming the Engineer's Report for the FY 2024-25 Heritage Springs Assessment District No. 2001-1 and authorize the levying of such assessments. Upon the approval of the recommended actions by the City Council, staff will coordinate with the County of Los Angeles to include the assessment in the County Assessment Roll.

ATTACHMENTS:

- A. Resolution No. 9919
- B. Engineer's Report
- C. Proof of Publication

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9919**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, DIRECTING THE LEVY OF ANNUAL ASSESSMENTS IN THE CITY OF
SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR
FISCAL YEAR 2024/2025****CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1
(Hawkins Street and Palm Drive)**

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 (the "Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the "Assessments") for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the "Maintenance") in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on May 21, 2024, has adopted Resolution No. 9911, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2024/2025 (the "Intention Resolution") and approved the Engineer's Report (the "Engineer's Report") prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2024/2025; and

WHEREAS, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

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

1. Objections Overruled. Any and all objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part

thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.

2. Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.

3. District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.

4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on May 21, 2024, by Resolution No. 9910 shall stand as the Engineer's Report for FY 2024/2025.

5. Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.

6. Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.

7. Effective. This resolution shall take effect from and after its adoption.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 16th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Muñoz, CMC, Deputy City Clerk



CITY OF SANTA FE SPRINGS

ENGINEER'S REPORT

HERITAGE SPRINGS ASSESSMENT

DISTRICT NO. 2001-1

FISCAL YEAR 2024-25

LOS ANGELES COUNTY, CALIFORNIA

May 13, 2024

PREPARED BY



Harris & Associates

101 Progress, Suite 250

Irvine, CA 92618

www.weareharris.com

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ENGINEER'S CERTIFICATION

AGENCY: THE CITY OF SANTA FE SPRINGS

PROJECT: HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1

TO: THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2024-25

WHEREAS, the City of Santa Fe Springs, County of Los Angeles, State of California, pursuant to the provisions of the Section 10100.8 Municipal Improvement Act of 1913, being Division 12 of the California Streets and Highways Code (the "Act") intends to undertake proceedings for the annual levy of special assessments in and for the City's Heritage Springs Assessment District No. 2001-1 (the "District");

NOW THEREFORE, the undersigned Engineer of Work hereby submit herewith the "Report" consisting of four (4) parts as follows:

HERITAGE SPRINGS ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Description of Improvements: A description of the maintenance activities to be performed

PART II

Cost Estimate: An estimate of the maintenance costs to be paid from the District.

PART III

Assessment Roll: The assessment by parcel.

PART IV

Method of Assessments: The way the assessment is apportioned.

Appendix

Appendix A – Assessment Diagram

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED: May 13, 2024

 **Harris & Associates**



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California



PART I – DESCRIPTION OF IMPROVEMENTS

The assessments in the District shall be levied for the maintenance of improvements as follows, and shall include all incidental expenses, including administration, legal, establishment of reserves, collection and contracting.

The improvements proposed to be maintained may be generally described as Hawkins Street, east of Norwalk Boulevard, and Palm Drive, south of Hawkins Street. The maintenance of such improvements is proposed to consist of the continued maintenance and operation of such improvements, including the maintenance of pavement and appurtenant facilities that are located in and along such streets, including but not limited to, personnel, electrical energy, utilities, materials, contracting services, and other items necessary for the satisfactory maintenance of these improvements described as follows:

Pavement and Appurtenant Facilities

Pavement and appurtenant facilities, in public street and rights-of-way, within the boundary of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the above described roadways and appurtenant improvements, including repair, slurry sealing, chip sealing, removal or replacement of all or part of any of the streets or appurtenant improvements, and the administration of all aspects of the maintenance and the District.



PART II – COST ESTIMATE

The estimated amount to be paid annually into the maintenance program fund for the streets as described in Part I of this Report is as follows:

Street Maintenance Cost Estimate

In 2001 \$'s:

Slurry Seal @ 5 and 15 years:

5 years	\$0.16 / SF x	100,000 SF =	\$16,000
15 years	4% estimated inflation per yr =		\$24,000

Street Rehab @ 10 years:

10 years	\$1.50 / SF x	100,000 SF =	\$150,000
----------	---------------	--------------	-----------

Street Reconstruct @ 20 years:

20 years	\$5.00 / SF x	100,000 SF =	\$500,000
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Total est. 20 year Maintenance Strategy:	\$690,000
round up to:	\$700,000

Estimated annual cost for 2001 =	\$35,000
estimated cost per SF:	\$0.3500

Conversion to 2024 \$'s:

ENR Construction Cost Index Increase

June 2001 - 2024*	114.18%
2024 cost per SF:	\$0.7496

Hawkins Street & Palm Drive Improvements SF =	66,680
Annual Cost for Fiscal Year 2024-25 =	\$49,983

Maintenance Fund Capital Reserve Balance =	\$725,473
(fund balance estimated as of July 1, 2024)	

* Cost Conversion through April 2024 due to timing of report.

PART III – ASSESSMENT ROLL

In addition to the maintenance assessment discussed in Part I and Part II (highlighted in the table below), the parcels within the District are also subject to paying debt service on limited obligation improvement bonds issued in 2001. The total proposed assessment for Fiscal Year 2024-25 and the amount of the total proposed assessment apportioned to each lot or parcel within the District is a combination of the maintenance assessment and debt service, as shown on the latest assessment roll at the Los Angeles County Assessor's Office, are shown below.

The description of each lot or parcel is part of the County assessment roll and this roll is, by reference, made part of this Report.

Asmt No.	Assessor's Parcel Number	Fiscal Year 2024-25 Maint. Asmt.	Fiscal Year 2024-25 Debt Service	Total County Submittal for FY 2024-25
1	8005-015-037	\$10,701.36	\$36,128.70	\$46,830.06
2	8005-015-038	\$9,792.17	\$33,059.48	\$42,851.65
3	8005-015-039	\$4,015.13	\$13,556.19	\$17,571.32
4	8005-015-040	\$3,257.89	\$10,998.45	\$14,256.34
5	8005-015-041	\$3,087.45	\$10,423.01	\$13,510.46
6	8005-015-042	\$2,746.57	\$9,271.97	\$12,018.54
7	8005-015-043	\$2,140.27	\$7,225.71	\$9,365.98
8	8005-015-044	\$5,549.61	\$18,735.81	\$24,285.42
9	8005-015-045	\$8,693.54	\$29,350.70	\$38,044.24
10	8005-015-910	\$0.00	\$0.00	\$0.00
		\$49,983.99	\$168,750.02	\$218,734.01



PART IV - METHOD OF APPORTIONMENT

The assessments are apportioned according to the special benefits received by the parcels of land within the Assessment District in accordance with the apportionment of costs at the time of formation. The assessment is necessary to maintain the level of special benefit from the construction of the improvements funded by the District. The proportionate special benefit derived by each parcel is determined in relationship to the entirety of the maintenance cost of the improvements. No assessment has been apportioned on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Only special benefits may be assessed and any general benefits shall be separated from the special benefits for purposes of this Report. Based on the nature of the improvements to be funded herein, there are no general benefits.

Under this Report, the assessment for the District are apportioned in accordance with the foregoing and using the following criteria:

The net acreage of each parcel of land is determined by excluding acreage which will not have direct access to the improvements from Hawkins Street or Palm Drive, and by excluding acreage to be dedicated as roadway, road rights-of-way, or sidewalk easement. Special benefit is determined based on the net acreage of each parcel relative to the total net acreage (the "Benefit Percentage").

The annual maintenance assessment for Fiscal Year 2024-25, as shown in Part II of this Report, is apportioned on a percentage basis using the Benefit Percentages, as shown below:

Asmt No.	Assessor's Parcel Number	Net Acreage	Benefit Percentage	Fiscal Year 2024-25 Maint. Asmt.
1	8005-015-037	5.65	21.410%	\$10,701.36
2	8005-015-038	5.17	19.591%	\$9,792.17
3	8005-015-039	2.12	8.033%	\$4,015.13
4	8005-015-040	1.72	6.518%	\$3,257.89
5	8005-015-041	1.63	6.177%	\$3,087.45
6	8005-015-042	1.45	5.495%	\$2,746.57
7	8005-015-043	1.13	4.282%	\$2,140.27
8	8005-015-044	2.93	11.103%	\$5,549.61
9	8005-015-045	4.59	17.393%	\$8,693.54
10	8005-015-910	0.00	0.000%	\$0.00
		26.39	100.00%	\$49,983.99

Based on the preceding, Assessment No. 10 is not assessed because it does not have direct access to either Hawkins Street or Palm Drive and is a storm drain easement, therefore the Benefit Percentage is zero.



APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District, entitled “Assessment Diagram, Heritage Springs Assessment District No. 2001-1”, is on file in the office of the City Clerk of the City of Santa Fe Springs, and is incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for Fiscal Year 2024-25. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

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City of Santa Fe Springs
Attn: Claribel Catalan
Santa Fe Springs, California 90670

Account Number:	5007848
Ad Order Number:	0011675891
Customer's Reference/PO Number:	
Publication:	Whittier Daily News
Publication Dates:	06/25/2024
Total Amount:	\$1533.29
Payment Amount:	\$0.00
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Notice ID:	eSHONVSgsTXFk69SeRFy
Invoice Text:	RESOLUTION NO. 9911 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 12 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code to form the Heritage Springs Assessment District 2001-1 ("Assessment District"), in what is known and designated as: CITY OF SANTA FE SPRINGS Heritage Springs Assessment District 2001-1 WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said Assessment District; and, WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy. NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS: SECTION 1. That the above recitals are true and correct. PUBLIC INTEREST SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said

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FILE NO. 0011675891
PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles County

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation for the City of Whittier, by the Superior Court of the County of Los Angeles County, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/25/2024

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California
On this 25th day of June, 2024.



Signature

RESOLUTION NO. 9911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 12 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code to form the Heritage Springs Assessment District 2001-1 ("Assessment District"), in what is known and designated as:

CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1

WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said Assessment District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

PUBLIC INTEREST

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said Assessment District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the "Report" of the Engineer, incorporated herein as a part hereof.

REPORT

SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2024/2025 is hereby approved and is directed to be filed in the Office of the City Clerk.

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the Assessment District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain improvements, as set forth in the Engineer's "Report," referenced and so incorporated herein.

COUNTY AUDITOR

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said Assessment District.

SPECIAL FUND

SECTION 7. That all monies collected shall be deposited in a special fund known as

SPECIAL FUND
CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1

Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into

said special fund, from any available source, such funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF THE DISTRICT

SECTION 8. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the Assessment District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said Assessment District, shall include each and every parcel of land within the boundaries of said Assessment District, as said Assessment District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the Assessment District.

PUBLIC HEARING

SECTION 9. NOTICE IS HEREBY GIVEN THAT TUESDAY, THE 16th DAY OF JULY, 2024, AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 10. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days before the date for said Public Hearing.

EFFECTIVE DATE

SECTION 11. That this Resolution shall take effect immediately upon its adoption.

PROCEEDINGS INQUIRIES

SECTION 12. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

James Enriquez
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

APPROVED and ADOPTED this 21st day of May, 2024 by the following vote:

AYES: Councilmembers Martin, Rodriguez, Mayor Pro Tem Rounds, and Mayor Sarno

NOES: None

ABSENT: Councilmember Zamora

ABSTAIN: None

Whittier Daily News

Published: 6/25/24



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: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9920 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider adopting Resolution No. 9920 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,
- 2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The recommended resolution provides for the continued levying of assessments in Fiscal Year 2024/2025 for Santa Fe Springs Lighting District No. 1. By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs. The net assessment to be distributed over the Lighting District for Fiscal Year 2024/2025 is \$193,765.

BACKGROUND

On May 21, 2024, the City Council adopted Resolution No. 9909 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9909 also set the Public Hearing for 6:00 p.m. on July 16,

Public Hearing to Consider Adoption of Resolution No. 9920 Confirming the Fiscal Year 2024-25 Engineer’s Report for the Annual Santa Fe Springs Lighting District No. 1 and Levying Such Assessments

Page 2 of 2

2024, with the notice published in the Whittier Daily News. The Proof of Publication of the hearing notice is included in Attachment C.

The net assessment to be distributed over the Lighting District for Fiscal Year 2024/2025 is \$193,765. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for the distribution of assessments and the assessment rates over the Lighting District complies with the requirements of State Proposition 218.

ANALYSIS

Resolution No. 9920 (Attachment A) establishes approval and confirmation of the Engineer’s Report for Lighting District No. 1 (Attachment B) and authorizes the levying of such assessments. These actions are required in order to complete the direct assessment process with the County Auditor and place the appropriate parcel assessments on the County Assessment Roll.

ENVIRONMENTAL

Not applicable.

SUMMARY/NEXT STEPS

The City Council will consider the adoption of Resolution No. 9920 confirming the Engineer’s Report for FY 2024-25 Lighting District No. 1 and authorizing the levying of such assessments. Upon the approval of the recommended actions by the City Council, staff will coordinate with the County of Los Angeles to include the assessment in the County Assessment Roll.

ATTACHMENTS:

- A. Resolution No. 9920
- B. Engineer’s Report
- C. Proof of Publication

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

APPROVED:
ITEM NO.:

RESOLUTION NO. 9920**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1**

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

Section 1: That the above recitals are true and correct.

Section 2: That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the:

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

APPROVED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 16th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Muñoz, CMC, Deputy City Clerk



City of Santa Fe Springs

Lighting District No. 1

2024/2025 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 21, 2024

Public Hearing: July 16, 2024

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Santa Fe Springs Lighting District No. 1

City of Santa Fe Springs

Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 23rd day of May, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Santa Fe Springs



By: _____

Chonney Gano, Project Manager
District Administration Services



Tyrone Peter
PE # C 81888



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I. OVERVIEW

A. INTRODUCTION

The City of Santa Fe Springs (hereafter referred to as “City”) annually levies and collects special assessments in order to provide and maintain the improvements within the Santa Fe Springs Lighting District No. 1 (hereafter referred to as “District”). The District was formed on May 26, 1982 and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the “1972 Act”). The annual assessments levied on parcels within the District are based on the special benefits received, and partially fund the costs associated with the installation, maintenance, operation and administration of the public streetlight system within the District.

This Engineer's Report (hereafter referred to as the “Report”) has been prepared pursuant to the order of the City Council as required by the provisions *Chapter 3*, of the 1972 Act (*commencing with Section 22620*), which outlines the procedures for the annual levy of assessments. This Report provides an update of the District including the proposed expenses and revenues, any substantial change in the improvements or the District, and the proposed assessments to be levied on the County of Los Angeles (the “County”) tax roll for Fiscal Year 2024/2025 and has been prepared pursuant to the requirements of *Article 4, Chapter 1*, of the 1972 Act (*inclusive of Sections 22565 through 22574*). In addition to the provisions of the 1972 Act, it has been determined that the existing annual assessments for this District have been previously levied in accordance with the provisions of the *California Constitution Article XIID* which was enacted as a result of the passage of Proposition 218, approved by the California voters in November 1996.

The annual assessment rate for the District has not increased since Fiscal Year 1992/1993, although the costs of providing the improvements that benefit the properties within the District have continued to rise. Initially, the rising costs to provide streetlights within the District were offset by the District fund balance and an assessment increase was not necessary. Eventually the District fund balance was exhausted and the City began making increasingly greater contributions each year to the District expenses, not only to cover the general benefit portion of the costs, but also to subsidize the special benefit costs not recovered by the annual assessments.

In 2004, the City performed an extensive review of the District including the boundaries of the District, the properties therein, the special benefit properties received from the improvements, the general benefit the improvements may provide to properties outside the District or to the public at large, as well as the current and long-term costs and expenses associated with providing the improvements. Based on this review and evaluation, the City Council determined that it was necessary and in the best interest of the property owners within the District to conduct a property owner protest ballot proceeding for an increase to the annual assessments for Fiscal Year 2004/2005 in accordance with the

provisions of the *California Constitution Article XIID*. Based on the ballot tabulation conducted on July 8, 2004, a majority protest existed, and the proposed assessment increase was not imposed.

The word “parcel”, for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

At a noticed annual Public Hearing, the City Council will consider public testimony regarding the District. The City Council will review the Engineer’s Annual Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council will order the levy and collection of assessments for Fiscal Year 2024/2025 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County of Los Angeles (the “County”) Auditor/Controller for inclusion on the property tax roll for each parcel in Fiscal Year 2024/2025. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved by the City Council.

B. COMPLIANCE WITH THE CURRENT LEGISLATION

As a result of the passage of Proposition 218 in November 1996, *Articles XIIC and XIID* were added to the California Constitution. *Article XIID* specifically addressed both the substantive and procedural requirements to be followed for assessments. The procedural and approval process for assessments outlined in this article apply to assessment districts, with the exception of those existing assessments that met one or more of the exemptions set forth in *Section 5* of the Article. Specifically as it relates to Lighting District No. 1, the exemption provision set forth in *Section 5(a) of Article XIID* states:

“...assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”

The District’s streetlight assessments were established in Fiscal Year 1982/1983 and have not been increased since Fiscal Year 1992/1993. These assessments have funded improvements that are classified as street improvements as defined herein based on the definitions provided by the Office of the Controller for the State

of California in the “Guidelines Relating to Gas Tax Expenditures” published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road expenditures, the State Controller has developed the “Street Purpose Definitions and Guidelines” based on the “Manual of Uniform Highway Accounting and Financial Management Procedures” developed by the American Association of State Highway Officials. Street improvement, as it relates to this District, is defined as the construction, operation, or maintenance of facilities within the right of way used for street or road purposes including but not limited to the following:

- Installation or expansion of the streetlight system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Servicing lighting systems and street or road traffic control devices including, repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.

Therefore, the existing District assessments (assessment rates and method of apportionment) approved and levied prior to the passage of Proposition 218, are exempt from both the substantive and procedural approval process defined by *Article XIID, Section 4*, until such time the assessments are increased.

II. DESCRIPTION OF THE DISTRICT AND SERVICES

A. BOUNDARIES OF THE DISTRICT

The boundary of the District is completely within the City limits of the City and is shown on the Assessment Diagram, which is on file in the office of the City Clerk at the City Hall of Santa Fe Springs, a depiction of which is shown in Exhibit A of this Report. The parcels of real property included within the District are identified by land use categories ("Use Codes"). A listing of the Use Codes that may be applicable to parcels within this District and typically utilized by the Los Angeles County Assessor's Office for identification of property land uses is provided in the Method of Apportionment section of this Report. Excluded from assessments are utility easements, rights-of-way, common areas, public schools, public streets, residential properties, and other public properties. The parcels within the District are described in detail on the assessor parcel maps on file in the Los Angeles County Assessor's Office, which by reference are made a part of this Report.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5; and
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. IMPROVEMENTS, PLANS AND SPECIFICATIONS

The annual special benefit assessments levied on parcels within the District provide funding for a portion of the annual expenses related to the installation, maintenance, operation and administration of the streetlight system within the District boundaries. The costs associated with the improvements are equitably spread among benefiting parcels in proportion to their special benefits. Streetlight improvements within the City but not within the District's boundaries and that portion of the District's improvements determined to be general benefit are funded by other revenue sources. Only improvements, services and incidental expenses

permitted under provisions of the 1972 Act that are necessary for the ongoing maintenance, operation and administration of the District streetlight system that provides special benefits to the parcels within the District are included in the annual assessment.

Maintenance of the streetlight system within the District may include, but is not limited to removal, repair, replacement, modification, or relocation of the light standards, poles, bulbs, fixtures, and appurtenances. Servicing of the Southern California Edison Company-owned streetlights is furnished by the Southern California Edison Company or by its successors or assignees. The rates charged by the Edison Company include both the power and maintenance costs and are regulated and authorized by the Public Utilities Commission of the State of California. The City's Public Works Department provides for the servicing of the City-owned streetlights. The energy rates charged for City-owned streetlights is also regulated and authorized by the Public Utilities Commission.

Approximately eight percent (8%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining ninety-two percent (92%) of the streetlights are owned by the City and are maintained by the City. The following table provides a summary of the streetlight inventory within the District for Fiscal Year 2024/2025:

Table 1 - Streetlight Inventory for Fiscal Year 2024/2025

Account No/ Description		Number of Lights Per Type										TOTAL	
		70 Watt	100 Watt	Series 100 Watt	150 Watt	Series 150 Watt	200 Watt	Series 200 Watt	250 Watt	310 Watt	400 Watt	Lights	Watts
3-008-8387-95	LS-1 (Edison-owned)	-	2	-	-	-	-	-	-	-	-	2	200
3-008-8182-13	LS-1 (Edison-owned)	-	-	-	-	-	3	-	1	-	-	4	850
3-008-8182-03	LS-1 (Edison-owned)	-	12	-	22	-	16	-	-	-	-	50	7,700
3-008-8182-02	LS-1 (Edison-owned)	-	6	-	-	-	-	-	-	-	-	6	600
3-008-8181-99	LS-1 (Edison-owned)	1	163	-	1	-	1	-	-	-	5	171	18,720
3-008-8181-96	LS-1 (Edison-owned)	5	127	-	-	-	6	-	1	-	-	139	14,500
	LS - 1 TOTAL	6	310	-	23	-	26	-	2	-	5	372	42,570
3-008-9238-08	LS-2 (City-owned)	-	87	158	13	-	69	1	-	-	-	328	40,450
3-008-8181-98	LS-2 (City-owned)	-	-	-	126	2	85	-	37	3	-	253	46,380
3-008-8182-00	LS-2 (City-owned)	-	15	90	25	-	96	1	6	-	-	233	35,150
3-008-8182-01	LS-2 (City-owned)	-	14	-	160	-	119	-	22	9	-	324	57,490
3-008-8182-11	LS-2 (City-owned)	-	29	-	334	-	136	46	128	-	17	690	128,200
3-008-8182-14	LS-2 (City-owned)	-	12	-	279	-	356	-	88	4	15	754	143,490
3-008-8182-16	LS-2 (City-owned)	-	-	-	148	21	118	80	11	-	-	378	67,700
	LS - 2 TOTAL	-	157	248	1,085	23	979	128	292	16	32	2,960	518,860
	GRAND TOTAL	6	467	248	1,108	23	1,005	128	294	16	37	3,332	561,430

The proposed improvements for Fiscal Year 2024/2025 are unchanged from the previous Fiscal Year. Streetlight Inventory Maps showing the location of the various streetlights within the District are on file in the office of the City Clerk at the City Hall and by reference are made part of this Report.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to *Article XIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, only special benefits may be assessed and the costs associated with general benefit must separate from the special benefits. Therefore, in compliance with these requirements only the District costs that have been identified as “Special Benefit” are assessed, the costs of any improvements considered to be “General Benefit” have been eliminated from the net amount to be assessed.

B. BENEFIT ANALYSIS

The District's improvements, the associated costs and proposed assessments described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit calculation that proportionally allocates the net cost to the benefiting properties pursuant to the provisions of *Article XIID* and the 1972 Act. The location and extent of the various streetlight improvements within the District and the associated costs have been identified as either “General Benefits” (not assessed) or “Special Benefits”.

Special Benefits

The method of apportionment (method of assessment) established for this District utilizes commonly accepted engineering practices and is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. The desirability and security of properties within the District is enhanced by the presence of streetlights in close proximity to those properties.

The primary benefits of streetlights are for the convenience, safety and protection of people as well as the security and protection of property, property improvements

and goods. Specifically, the benefits of adequate and well-maintained streetlights that benefit both the properties and property owners within the District include:

- Improves ingress and egress to property, provides customers, suppliers and employees an enhanced environment in which to access the properties.
- Enhanced deterrence of crime and the aid to police protection and security activities.
- Reduced vulnerability to criminal assault of employees, patrons and owners at night.
- The promotion of increased business activities during nighttime hours.
- Increased nighttime safety on roads and highways.
- Reduced vandalism and other criminal acts and damage to improvements or personal property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Reduction of dumping, graffiti and loitering typically associated with poorly lighted areas.
- Enhances desirability of properties and the ability to conduct or expand business opportunities through association with an area that has sufficient streetlights.

The intensity or degree of illumination provided within the District can enhance these benefits and is a significant factor in determining the benefits properties receive from streetlights improvements. The number and intensity of the streetlights provided in this District are significantly greater than the residential areas of the City and are generally more extensive than the streetlights provided in similar commercial and industrial areas of other cities. For these reasons, it has been determined that the streetlight improvements provided by the District are a special benefit to the properties within the District.

General Benefit

Although the improvements clearly provide special benefits to properties within the District, it is recognized that some of these facilities by the nature of their location may also benefit properties outside the District that are not assessed and to a lesser extent may provide some benefit to the public at large. Therefore, a portion of the cost to operate, maintain, and service the streetlight improvements within the District are identified as general benefit and not included in the annual assessments as special benefit. In a detailed evaluation of the entire streetlight system within the City it was determined that, over eighty percent (80%) of the cost to maintain and service the City's streetlights is attributable to the streetlights within this District. The remaining twenty percent (20%) of the City's annual costs for streetlights is associated primarily with the residential areas of the City and these streetlights are currently funded by other revenues sources. Approximately seven percent (7%) of the streetlight improvement costs within the District itself are attributable to streetlight facilities that benefit properties outside the District as well

as properties within the District. Based on this evaluation, it has been determined that twenty-seven percent (27%) of the District's annual costs budgeted for Fiscal Year 2024/2025 is considered general benefit. This is a quantifiable percentage based on the current City streetlight system and expenditures. Although not as quantifiable, it is also reasonable to assume that the District improvements also provide some general benefit to the public at large and a reasonable percentage of this benefit should not exceed three percent (3%) for a total general benefit of thirty percent (30%) of the District's costs. The cost of providing the District improvements that are considered general benefit include benefits conferred on real property or to the public at large. These costs shall not be included in the annual assessments and shall be funded by other revenue sources available to the City. These funds are shown in the annual budget of this Report as a General Fund contribution and the amount to be levied as assessments for the District represent only the special benefit portion of the District expenses.

C. ASSESSMENT METHODOLOGY

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used should reflect the composition of the parcels and the improvements and services provided based on each parcel's estimated special benefit.

Benefit Assessment Unit

To assess benefits equitably, it is necessary to relate the different types of parcel improvements to each other. A value of one unit has been assigned as the basic benefit assessment unit. The benefit assessment unit consists of three classifications of benefit: people, security and intensity. The Benefit Factor for each property type is equal to the aggregate amount of benefit assessment units that a parcel receives.

The following table summarizes the various property types within the District by use code and the applicable benefit assessment units that are applied to those properties.

Table 2 - Use Codes and Benefit Assessment Units

Use Code	Description	People	Security	Intensity	Benefit Factor
00-09*	Residential	-	-	-	0.00
10	Vacant Commercial Land	0.00	0.50	0.50	1.00
11	Stores	2.00	1.00	1.00	4.00
12	Store Combinations	2.00	1.00	1.00	4.00
13	Department Stores	4.00	2.00	2.00	8.00
15**	Neighborhood Shopping Center	**	**	**	8.00
16**	Regional Shopping Center	**	**	**	8.00
17	Office Building	1.00	1.00	1.00	3.00
18	Hotels and Motels	4.00	2.00	2.00	8.00
19	Professional Buildings	1.00	1.00	1.00	3.00
21	Restaurants	3.00	1.00	1.00	5.00
23	Banks, Savings and Loans	1.00	1.00	1.00	3.00
24	Service Shops	1.00	1.00	1.00	3.00
25	Service Stations	2.00	1.00	1.00	4.00
26	Auto/Recreation Equip Sales	2.00	2.00	2.00	6.00
27	Parking Lots (Commercial)	1.00	1.00	0.50	2.50
28	Animal Kennel	1.00	0.50	0.50	2.00
29	Nurseries or Greenhouses	1.00	0.50	0.50	2.00
30	Vacant Industrial Land	0.00	0.50	0.50	1.00
31	Light Manufacturing	3.00	1.00	2.00	6.00
32**	Heavy Manufacturing	**	**	**	8.00
33	Warehousing	2.00	1.00	2.00	5.00
34	Food Processing Plants	3.00	1.00	2.00	6.00
36	Lumber Yards	1.00	1.00	1.00	3.00
37**	Mineral Processing	**	**	**	5.00
38	Parking Lots (Industrial)	1.00	0.50	0.50	2.00
39**	Open Storage	**	**	**	8.00
44	Truck Crops	0.50	0.25	0.25	1.00
47	Dairies	0.50	0.25	0.25	1.00
61	Theaters	3.00	1.00	1.00	5.00
63	Bowling Alleys	4.00	2.00	2.00	8.00
64	Club, Lodge Hall, Fraternal Organization	2.00	1.00	1.00	4.00
65	Recreational	2.00	1.00	1.00	4.00
71	Churches	1.00	0.50	0.50	2.00
72	Schools (Private)	1.00	0.50	0.50	2.00
77	Cemeteries, Mausoleums, Mortuaries	0.50	0.25	0.25	1.00
83	Petroleum and Gas	1.00	0.50	0.50	2.00
89	Dump Sites	0.50	0.25	0.25	1.00
99**	Distribution Centers	**	**	**	8.00

* Residential Properties are not assessed

** Minimum Assigned Benefit Factor. See Special Use Codes Section for details.

Special Use Codes

The following Use Codes have been listed separately because of their unique operations inherent to their classifications, the size of real property, and the high use as a result of their specific operation. The total benefit assessment unit assigned to each parcel is calculated based on the parcel's acreage and a specified weighting factor applied to that use code designation (formula). However, the minimum benefit units assigned to a parcel shall not be less than the Benefit Factor shown on the "Use Code and Benefit Assessment Units" table shown on the previous page unless the parcel fronts on a street without lights. In this case, the Benefit Factor may be reduced below this minimum. (Refer to the table for "Streets Without Lights").

Use Code 99 is a special use code not found in the Los Angeles County Assessor's listing and is assigned to distribution centers for this District only. Parcels of land in Use Code 99 typically run continual 24-hour operations and receive substantial benefit from the District's streetlight improvements.

Table 3 – Special Use Code

Use Code	Description	Formula
15	Neighborhood Shopping Center	6.32 benefit units / acre
16	Regional Shopping Center	8.71 benefit units / acre
32	Heavy Manufacturing	5.45 benefit units / acre
37	Mineral Processing	3.27 benefit units / acre
39	Open Storage	6.53 benefit units / acre
99	Distribution Center	9.80 benefit units / acre

Streets Without Lights

The total Benefit Assessment Units of any parcel identified on the "Use Code and Benefit Assessment Units" table shown on the previous page that front on a street without District streetlights shall be assessed for people-related benefits only. It has been determined that these parcels do not receive the same special benefits from security or intensity that other parcels in the District receive.

The Special Use Code parcels on streets with no District streetlight facilities are reduced by approximately 1/3 (of Table 3) to account for their reduced special benefits from security or intensity. The calculation of this reduced benefit is outlined in the following table for Special Use Codes:

Table 4 – Special Use Code (Streets Without Lights)

Use Code	Description	Formula
15	Neighborhood Shopping Center	4.23 benefit units / acre
16	Regional Shopping Center	5.84 benefit units / acre
32	Heavy Manufacturing	3.66 benefit units / acre
37	Mineral Processing	2.18 benefit units / acre
39	Open Storage	4.36 benefit units / acre
99	Distribution Center	6.58 benefit units / acre

D. BENEFIT FORMULA

The benefit formula applied to each parcel is based on the preceding Benefit Assessment Unit tables. Each parcel's Benefit Factor is equal to the aggregate amount of benefit assessment units that a parcel receives and correlates to the parcel's special benefit received as compared to other parcels in the District.

The following formulas are used to calculate each property's assessment:

$$\text{People Benefit Assessment Unit} + \text{Security Benefit Assessment Unit} + \text{Intensity Benefit Assessment Unit} = \text{Parcel's Benefit Factor}$$

$$\text{Total Balance to Levy} / \text{Aggregate of Benefit Factors} = \text{Levy per Benefit Factor (Assessment Rate)}$$

$$\text{Assessment Rate} \times \text{Parcel's Benefit Factor} = \text{Parcel Levy Amount}$$

The following table provides a summary, by Use Code, of the benefit units, proposed charge, and total count of assessable parcels in the District.

Table 5 – Summary of Assessable Parcels (by Use Code)

Use Code	Description	Benefit Units	Applied Rate	Proposed Charge	Parcel Assessed
10	Vacant Commercial Land	20.00	\$17.05	\$341.00	20
11	Stores	68.00	17.05	1,159.40	17
12	Store Combinations	16.00	17.05	272.80	4
15**	Neighborhood Shopping Center	8.00	17.05	136.40	1
16**	Regional Shopping Center	529.26	17.05	9,023.87	33
17	Office Building	94.10	17.05	1,604.43	6
18	Hotels and Motels	117.00	17.05	1,994.85	39
19	Professional Buildings	24.00	17.05	409.20	3
21	Restaurants	18.00	17.05	306.90	6
23	Banks, Savings and loans	140.00	17.05	2,387.00	28
24	Service Shops	15.00	17.05	255.75	5
25	Service Stations	3.00	17.05	51.15	1
26	Auto/Recreation Equip Sales	36.00	17.05	613.80	9
27	Parking Lots (Commercial)	168.00	17.05	2,864.40	28
30	Vacant Industrial Land	116.00	17.05	1,977.63	34
31	Light Manufacturing	136.00	17.05	2,318.80	136
32**	Heavy Manufacturing	3,717.00	17.05	63,374.85	620
33	Warehousing	767.51	17.05	13,085.89	38
34	Food Processing Plants	4,578.13	17.05	78,057.14	736
36	Lumber Yards	75.00	17.05	1,278.75	13
37**	Mineral Processing	9.00	17.05	153.45	3
38	Parking Lots (Industrial)	257.04	17.05	4,382.47	21
39**	Open Storage	58.00	17.05	988.90	29
61	Theaters	363.51	17.05	6,197.87	19
65	Recreational	5.00	17.05	85.25	1
71	Churches	8.00	17.05	136.40	2
72	Schools (Private)	2.00	17.05	34.10	1
83	Petroleum and Gas	0.00	0.00	0.00	0
89	Dump Sites	12.00	17.05	204.60	6
99**	Distribution Centers	4.00	17.05	68.20	4
	*Total	11,364.56		\$193,765.25	1,863

* Total parcel count will vary as parcels are submitted under five SBE numbers.

** See Special Use Codes Section.

IV. DISTRICT BUDGET

Table 6 – District Budget FY 2024/2025

LIGHTING BUDGET (FY 2024/25)	District Budget
Energy Costs	\$400,000
Maintenance and Labor Costs	280,800
Supplies, Materials and Equipment	52,000
Contractual Services	34,000
Overhead	140,400
Direct Costs (Subtotal)	\$907,200
Miscellaneous/Special Administration Expenses	8,500
Administration Costs (Subtotal)	8,500
Total Direct and Admin. Costs	\$915,700
General Benefit Contribution	(274,710)
General Fund Contribution * (Not General Benefit)	(447,225)
Balance to Levy	\$193,765
Total Parcels Levied	1,863
Total Benefit Units	11,364.56
Proposed Levy per Benefit Unit	\$17.05
Current Maximum Assessment Rate	\$17.05

*The City will continue to attempt to identify ways to decrease costs in order to reduce the General Fund Contribution required.

EXHIBIT A – DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act and is on file in the Office of the City Clerk at the City Hall of Santa Fe Springs and is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk during normal business hours.

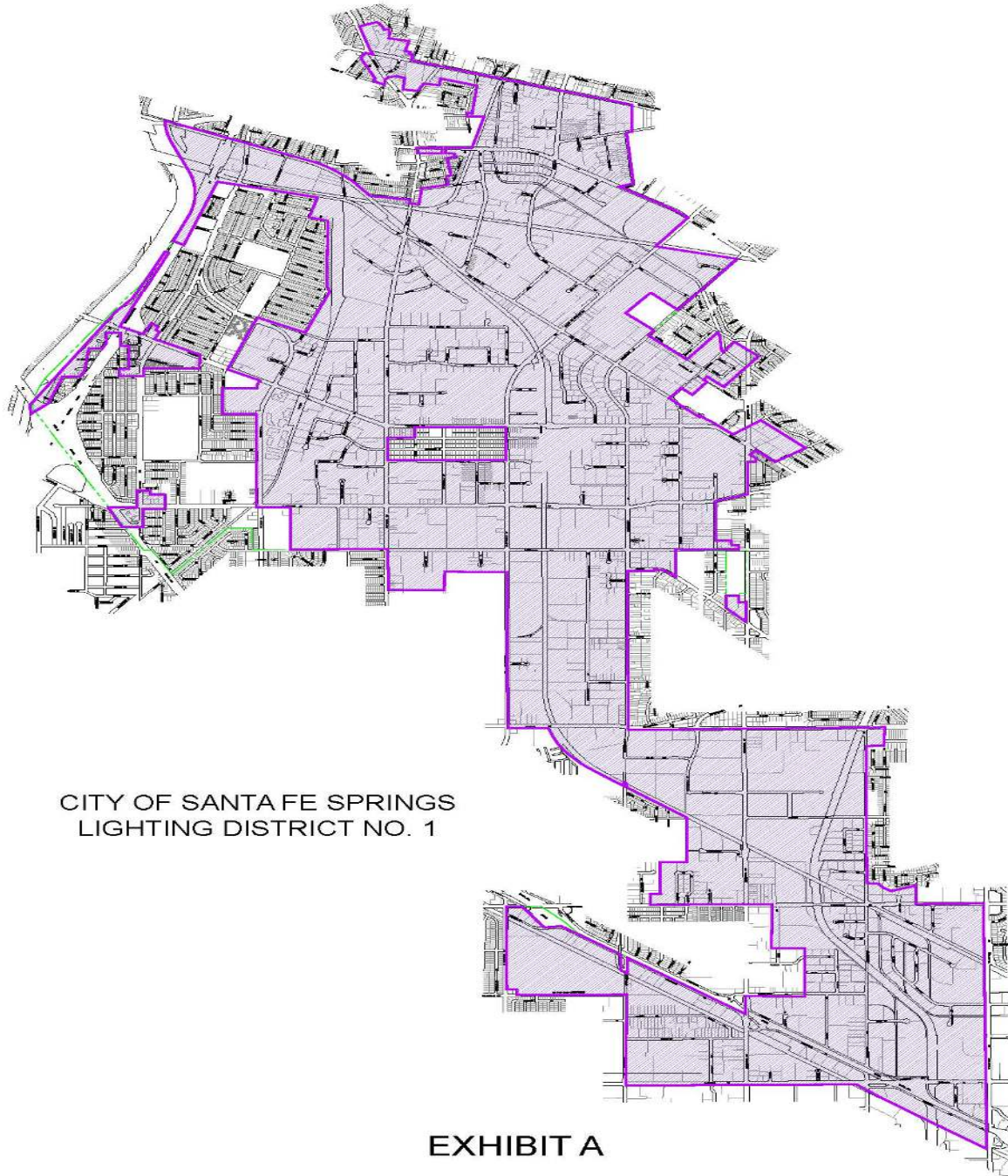


EXHIBIT B – 2024/2025 ASSESSMENT COLLECTION ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk and by reference is made part of this Report.

Approval of the Annual Engineer's Report (as submitted or as modified) confirms the method of apportionment and the assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2024/2025. The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2024/2025.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

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City of Santa Fe Springs
Attn: Claribel Catalan
Santa Fe Springs, California 90670

Account Number:	5007848
Ad Order Number:	0011675886
Customer's Reference/PO Number:	
Publication:	Whittier Daily News
Publication Dates:	06/25/2024
Total Amount:	\$1637.93
Payment Amount:	\$0.00
Amount Due:	\$1637.93
Notice ID:	yxGUISYDKhjyW12lfmCE
Invoice Text:	RESOLUTION NO. 9909 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA has previously formed a lighting district pursuant to terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 (hereinafter referred to as the "District") and, WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and, WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy. NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS: SECTION 1. That the above recitals are true and correct. PUBLIC INTEREST SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain

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**FILE NO. 0011675886
PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles County**

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation for the City of Whittier, by the Superior Court of the County of Los Angeles County, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/25/2024

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California
On this 25th day of June, 2024.



Signature

RESOLUTION NO. 9909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA has previously formed a lighting district pursuant to terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

**CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1**

(hereinafter referred to as the "District")' and,

WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

PUBLIC INTEREST

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the "Report" of the Engineer, Incorporated herein as a part hereof.

REPORT

SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2024/2025 is hereby approved and is directed to be filed in the Office of the City Clerk.

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain improvements, as set forth in the Engineer's "Report," referenced and so incorporated herein.

COUNTY AUDITOR

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said District.

SPECIAL FUND

SECTION 7. That all monies collected shall be deposited in a special fund known as

**"SPECIAL FUND
CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1"**

Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this

maintenance and improvement, the City Council may transfer into said special fund, from any available source, such funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF THE DISTRICT

SECTION 8. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District, shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the District.

PUBLIC PROPERTY

SECTION 9. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

PUBLIC HEARING

SECTION 10. NOTICE IS HEREBY GIVEN THAT TUESDAY, THE 16th DAY OF JULY, 2024 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 11. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days before the date for said Public Hearing.

EFFECTIVE DATE

SECTION 12. That this Resolution shall take effect immediately upon its adoption.

PROCEEDINGS INQUIRIES

SECTION 13. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

James Enriquez
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

APPROVED and ADOPTED this 21st day of May, 2024 by the following vote:

AYES: Councilmembers Martin, Rodriguez, Mayor Pro Tem Rounds, and Mayor Sarno

NOES: None

ABSENT: Councilmember Zamora

ABSTAIN: None

Whittier Daily News

Published: 6/25/24



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: Maribel Garcia, Administrative Services Officer

SUBJECT: RESOLUTION NO. 9921 – APPROVAL OF THE PROGRAMS/PROJECTS PROPOSED FOR FUNDING DURING FY 2024/2025 UNDER THE CITY’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing and hear from anyone wishing to speak on this matter;
- 2) Approve acceptance of CDBG funds as described in the body of this report;
- 3) Adopt Resolution No. 9921; and
- 4) Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

FISCAL IMPACT

Approval of Resolution No. 9921 would authorize the allocation of \$138,385 in CDBG funding towards the City’s Teen and Home Improvement Programs.

BACKGROUND

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an

CDBG Public Hearing

Page 2 of 3

“entitlement,” every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 30 days. Accordingly, notices were posted from May 8, 2024 to June 11, 2024, at City Hall, the kiosk at Town Center Hall, the and City Library advising the public of this hearing.

For FY 2024-2025, the City has been granted a CDBG allocation in the amount of \$138,385. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

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

Based on staff review, it is recommended that the City’s CDBG funding for FY 2024-25 be allocated pursuant to the funding breakdown outlined below. Approval of the allocation and proposed programs allows staff to comply with the Community Development Commission requirement to report a preliminary summary of the projected use of our annual CDBG allocation. These programs and budget allocations can be further modified or amended when City Council reviews the City’s Fiscal Year 2024-25 budget.

CDBG Allocation Projections

New Year Funds = \$138,385

• Public Service Authority – Teen Program	15%	\$20,757
• Home Improvement Program	85%	\$117,628

Teen Program - The City is able to utilize \$20,757 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Home Improvement Program – This project would provide financial assistance in the form of a grant of up to a maximum of \$20,000, to families from low-to-moderate income households for the rehabilitation of owner-occupied, single family dwellings, and or condominiums/townhomes.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. Resolution No. 9921

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

RESOLUTION NO. 9921

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2024-2025

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$138,998 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2024-2025; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

Section 1. The City Council finds that all the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2024-2025 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

APPROVED:
ITEM NO.:

Section 4. That the City of Santa Fe Springs submits the Fiscal Year 2024-2025 Community Block Grant Allocation for the following projects/purposes:

Home Improvement Project	\$117, 628
Teen Program	<u>\$ 20,757</u>
Total	\$138,385

PASSED, APPROVED and ADOPTED this 16th day of July 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Munoz, Deputy 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: Fernando N. Muñoz, CMC, Deputy City Clerk

SUBJECT: **RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY’S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Resolution No. 9922, requesting the Board of Supervisors of the County of Los Angeles to consolidate a general municipal election to be held on November 5, 2024, with the statewide general election to be held on that date; and
- 2) Adopt Resolution No. 9923, calling for the holding of a general municipal election to be held on Tuesday, November 5, 2024, for the election of certain officers and for the consideration of a tax measure as required by the provisions of the laws of the State of California relating to general law cities.

FISCAL IMPACT

Conducting a Municipal Election incurs various expenses, including those associated with coordination and administration. While it's premature to estimate the exact cost of the upcoming November 5, 2024, General Municipal Election, a not to exceed amount of \$60,000 has been earmarked in the proposed 2024-25 General Fund budget. Typically, the County issues the final invoice for election expenses around March of the subsequent year. Depending on the actual expenses incurred, adjustments to future budgets may be necessary.

If the voters approve the dedicated parcel tax, the tax is expected to generate approximately \$6 Million per year, for 25 years, beginning in FY 2025-26. The amount

RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUBMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION

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generated will increase by approximately 2% per year thereafter (as a result of a 2% automatic rate adjustment built into the tax), but will vary somewhat to the extent land uses in the City change.

BACKGROUND

Elections

The City holds its general elections in each even-numbered year, on the same day as the statewide general elections and presidential elections. These general elections are consolidated with these statewide elections, and administered by the Los Angeles County elections office. This year's presidential election will be held on November 5, 2024.

Councilmembers serve staggered four-year terms. Mayor Jay Sarno and Councilmember Joe Angel Zamora's current terms are in their fourth year. The two seats they currently hold are therefore due to be up for election at the November election.

Parcel Taxes

The City has the authority to levy a parcel tax on land in the City. A parcel tax cannot be levied based on land value, and proceeds of the tax must be legally earmarked for a specific purpose. Parcel taxes are collected on the annual property tax bill administered and collected by the County. Any parcel tax must be approved by the voters by a two-thirds vote.

The City's Roads

The City receives dedicated funding for transportation and road repair/construction from several sources on an annual basis including primarily: 1) Los Angeles County Transportation Authority Sales Tax Local Return Funds (Measure R, Measure M and Proposition C); 2) State Gas Tax; and 3) State Road Repair and Accountability Act of 2017 (SB1). These funding sources total approximately \$2.1 million annually. In addition to the State and LA County transportation funds described above, the City also annually allocates general funds for the City's Capital Improvement Program as available. This program includes all types of capital improvement projects, which makes the annual amount of general funds available for road improvements vary year by year, depending on the City's needs relative to other types of infrastructure. The total annual amount of City funding for roads, including dedicated funds and general funds typically allocated to that purpose, is insufficient to fund the City's pavement management program, including current and ongoing costs that continue to escalate. The existing transportation funding described herein will continue to be primarily dedicated to projects for the repair and rehabilitation of the City's local/residential roads.

RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY’S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUBMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION

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Santa Fe Springs, like other largely commercial/industrial cities with proportionately small residential populations, is at a distinct disadvantage relative to most cities in California with respect to transportation funding from the state and the county. Transportation dollars are generally allocated to cities based on their residential population. But because of the extent of commercial and industrial development in the City, Santa Fe Springs has a disproportionately large daytime population compared to its residential population. Furthermore, a disproportionately large portion of the City’s road capacity serves commercial and industrial land and the trucks and other vehicles that serve that land cause a disproportional amount of wear to the City’s road system.

The City completed a pavement assessment report entitled “Truck Traffic Impact Report” dated August 25, 2021. The report was commissioned to assess the funding needed for the repair and rehabilitation of streets utilized by industrial/commercial truck traffic (Truck Routes) because previous tri-annual updates to the City’s Pavement Management System had repeatedly identified a shortfall in annual funding for road repairs in general. The report estimated the total repair cost for Truck Route streets at \$97.4 million at that time.

The City recently updated the data from the 2021 report to account for inflation and the continued degradation of the existing pavement. As the pavement continues to degrade, the type and extent of pavement repair and rehabilitation becomes more complex and expensive. The data was updated to include 10 percent inflation in the cost of construction from 2021 to present day. The inflation along with the updating of pavement condition to account for three years of additional degradation resulted in an updated estimated total repair cost for Truck Route streets of \$116 million. The monies collected from the proposed dedicated parcel tax will be utilized for the repair and rehabilitation of these streets.

DISCUSSION

Election

The accompanying resolutions call the November election. They also take the steps necessary for the County to conduct the election as a consolidated election.

The nomination period for prospective candidates concludes on Friday, August 9, 2024, at 5:00 p.m. In the event that neither of the incumbent candidates submits their candidacy papers by the August 9 deadline, the nomination period for non-incumbent candidates will be extended until Wednesday, August 14, 2024, at 5:00 p.m.

RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUBMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION

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Tax Measure

The accompanying resolutions also submits to the voters an ordinance that imposes a dedicated parcel tax for roads.

The rates of this tax are:

7 cents per square foot for commercial parcels.

3.5 cents per square foot for industrial parcels.

3.5 cents per square foot for vacant parcels.

The tax would be authorized for 25 years. Tax rates would automatically escalate by 2% annually. Residential parcels would be exempt from the tax, as would be parcels (such as church property and most property owned by charitable nonprofits) that are exempt from the County's basic 1% annual tax on property value, parcels that are state-assessed (generally railroad parcels), and parcels that the City is legally prohibited from taxing.

It is estimated that tax proceeds, before the deduction of collection expenses by the County would be approximately \$6 Million in the initial year. Total proceeds over the 25 years are estimated at approximately \$196 Million. Proceeds of the tax, net of administrative expenses, would be usable solely for the purpose of maintaining and repairing the City's roads. The tax would be subject to audits and public reporting requirements.

The ordinance creates a Citizens' Advisory Committee, which would be composed of (i) two residents of the City and (ii) three owners of land subject to the tax or of businesses located on such land. All members would be appointed by the City Council, which would consider membership recommendations of the Chamber of Commerce with respect to the three seats for land or business owners.

The City would be able to issue bonds against the tax, and pay debt service on those bonds using proceeds of the dedicated parcel tax. The City's municipal advisor has modeled that if the City uses a combination of bond financing and pay-as-you-go work, the City could accelerate the work.

ENVIRONMENTAL

N/A

RESOLUTION NOS. 9922 AND 9923 – PERTAINING TO THE CITY’S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024 AND THE SUBMISSION OF A DEDICATED PARCEL TAX TO THE VOTERS AT THAT ELECTION

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OPTIONS:

- A. Adopt the two attached resolutions as attached.
- B. Adopt the two resolutions, with changes.
- C. Adopt the two resolutions, without the language submitting the tax ordinance to the voters.

The City Council must adopt some form of the two resolutions, as they are necessary for the conduct of the November 5, 2024 General Municipal Election.

ATTACHMENT(S):

- A. Resolution No. 9922
- B. Resolution No. 9923

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

APPROVED:
ITEM NO.:**RESOLUTION NO. 9922**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Santa Fe Springs has called a General Municipal Election to be held on November 5, 2024 (the "Election"), for the purpose of the election of two Members of the City Council and submitting a tax measure to the voters; and

WHEREAS, the City Council has ordered that the following question be submitted to the voters at the Election (the "Measure"):

SANTA FE SPRINGS DEDICATED POTHOLE, ROAD REPAIR MEASURE. To repair deteriorating roads; protect groundwater; shall an ordinance that doesn't tax residential property and exclusively funds the maintenance, repair of Santa Fe Springs' roads using a dedicated annual parcel tax of 7¢ per square foot (commercial lots) and 3½¢ per square foot (industrial/ vacant lots), for 25 years, a 2% annual inflation adjustment, raising approximately \$6,000,000 annually be adopted, requiring audits, citizens oversight, spending disclosure, all funds used locally?	Yes	
	No	

and

WHEREAS, passage of the Measure requires a two-thirds vote of those voting on the matter; and

WHEREAS, it is desirable that the Election be consolidated with the Presidential Election to be held on the same date and that within the City, the precincts, polling places (vote centers), and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the elections be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the Election with the Presidential Election on Tuesday, November 5, 2024, for the purpose of the election of two Members of the City Council and presenting the Measure to the voters.

SECTION 2. That the county election department is authorized to canvass the returns of the Election. The consolidated election will be held and conducted in the manner prescribed Elections Code Section 10418, as if there were only one election, and only one form of ballot shall be used. The consolidated election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Santa Fe Springs recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED and ADOPTED this 16th day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando N. Muñoz, CMC
Deputy City Clerk

APPROVED:
ITEM NO.:

RESOLUTION NO. 9923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AND SUBMITTING A TAX MEASURE TO THE VOTERS AT THE ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, Elections Code section 9222 and Government Code section 53722 authorize the City Council to submit special tax measures to the voters; and

WHEREAS, the City Council desires to call the election and to submit a dedicated parcel tax measure to the voters at the election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Santa Fe Springs, California, on Tuesday, November 5, 2024, a General Municipal Election (the "Election") for the purpose of electing two (2) Members of the City Council for the full term of four years and submitting a tax ordinance to the voters.

SECTION 2. That the ordinance attached hereto as Exhibit "A" and incorporated herein by reference (the "Ordinance") shall be submitted to the voters at the Election.

SECTION 3. That the question submitted regarding the Ordinance shall appear on the ballot as follows:

SANTA FE SPRINGS DEDICATED POTHOLE, ROAD REPAIR MEASURE. To repair deteriorating roads; protect groundwater; shall an ordinance that doesn't tax residential property and exclusively funds the maintenance, repair of Santa Fe Springs' roads using a dedicated annual parcel tax of 7¢ per square foot (commercial lots) and 3½¢ per square foot (industrial/ vacant lots), for 25 years, a 2% annual inflation adjustment, raising approximately \$6,000,000 annually be adopted, requiring audits, citizens oversight, spending disclosure, all funds used locally?	Yes	
	No	

SECTION 2. That adoption of this measure requires a two-thirds vote of those voting on the matter. The type of tax, rate of tax, and manner of collection are set forth in the Ordinance.

SECTION 3. That the ballots to be used at the Election shall be in form and content as required by law.

SECTION 4. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.

SECTION 5. That the vote centers for the election shall be open at seven o'clock a.m. of the day of the Election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the vote centers shall be closed, pursuant to § 10242 of the Elections Code, except as provided in Sections 14212 and 14401 of the Elections Code of the State of California.

SECTION 6. That in all particulars not recited in this resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the Election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner as required by law.

SECTION 8. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code section 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 9. The City Council authorizes the City Clerk to administer the Election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 10. That pursuant to Section 9282 of the Elections Code of the State of California, the City Council, or any member or members of the City Council authorized by the body, or any individual voter who is eligible to vote on the measure or bona fide association of citizens, or any combination of voters and associations, may file a written argument, not to exceed 300 words in length, accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its

principal officers, for or against the measure. In the event that more than one argument for or against a measure is timely submitted, the City's elections official shall give preference and priority first, to arguments submitted by member(s) of the City Council, as authorized by this Resolution, and second, to individual voters, bona fide associations, or a combination thereof, in the order set forth in Section 9287 of the Elections Code.

SECTION 11. That the City Council elects to authorize rebuttal arguments pursuant to Elections Code section 9285. When the City's elections official has selected the arguments for and against the measure to will be printed and distributed to the voters, the elections official shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the foregoing city measure may prepare and submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) authors. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing direct arguments. Rebuttal arguments shall be printed in the same manner as direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 12. That the City Clerk is directed to transmit a copy of the Ordinance to the City Attorney for preparation of an impartial analysis pursuant to Government Code section 9280.

SECTION 13. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 16th day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno Mayor

ATTEST:

Fernando N. Muñoz, CMC
Deputy City Clerk

Attachment “A”

Tax Ordinance

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SANTA FE SPRINGS
AMENDING PROVISIONS OF THE MUNICIPAL CODE TO ENACT A SPECIAL
PARCEL TAX FOR ROADS**

WHEREAS, trucks and other heavy vehicles are the cause of a disproportionate amount of the damage and wear to the City's roads; and

WHEREAS, the best way to prevent potholes and road deterioration is through a program that repairs and maintains roads by rehabilitating road surfaces and otherwise improving the roads; and

WHEREAS, such a program can help to protect the City's groundwater from contaminants originating from vehicles that use the roads; and

WHEREAS, the People of the City of Santa Fe Springs desire that the City's roads be returned to a better condition; and

WHEREAS, the City has been funding road rehabilitation projects using available funds budgeted for that purpose, and will continue to do so regardless of whether this Ordinance is adopted; and

WHEREAS, the People desire that the pace of road rehabilitation be accelerated beyond what is possible using current budget resources; and

WHEREAS, the People desire to create a dedicated source of funds that the City can use solely to fund repair and maintenance of the City's roads; and

WHEREAS, the People can approve a dedicated parcel tax that will be collected by Los Angeles County on property tax bills; and

WHEREAS, the People do not desire to impose a tax on homes and residences; and

WHEREAS, the People desire to levy a dedicated parcel tax on non-residential land to fund the maintenance and repair of the City's roads.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SANTA FE SPRINGS DO ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Chapter 35 (Taxation) of Title III (Administration) of the Santa Fe Springs Municipal Code is hereby amended to add a new Subchapter, beginning at Section 35.140, relating to the Roads Dedicated Parcel Tax to read as follows:

ROADS DEDICATED PARCEL TAX

Section 35.140 SHORT TITLE.

This subchapter may be referred to as the City of Santa Fe Springs Roads Dedicated Parcel Tax Ordinance.

Section 35.141 PURPOSE.

The purpose of this subchapter is solely to raise funds for the specific purpose set forth in this subchapter and not for regulation. The dedicated parcel tax imposed by this subchapter is neither an ad valorem tax on real property nor a transaction or sales tax on the sale of property.

Section 35.14~~2~~¹ SPECIAL PURPOSE.

The net proceeds of the dedicated parcel tax shall be used solely for the purpose of maintaining and repairing the roads in the City of Santa Fe Springs.

Section 35.14~~3~~² DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DEDICATED PARCEL TAX. The Roads Dedicated Parcel Tax imposed by Section 35.14~~3~~² of this subchapter.

NET PROCEEDS. Proceeds of the dedicated parcel tax that are received by the city from the Los Angeles County Tax Collector (or other officer of the County), less (i) any charges imposed by the county or any department of the county for services associated with the collection of the dedicated parcel tax and (ii) the city's costs of administering the dedicated parcel tax.

ROAD. Any road, street, avenue, or similar thoroughfare that is owned or maintained by the city.

PARCEL. A parcel of property as shown on the records of Los Angeles County Assessors Office.

SPECIAL FUND. The special fund established pursuant to Section 35.15~~1~~⁰ of this subchapter.

TAX ADMINISTRATOR. The Director of Finance and Administrative Services (or such other official designated by the City Council) or designee.

TAX YEAR. The period running from July 1 of a year to June 30 of the following year.

Section 35.14~~43~~ TAX IMPOSED.

There is hereby imposed a special tax, to be referred to as the “Roads Dedicated Parcel Tax,” on each parcel in the city. The dedicated parcel tax shall be assessed upon a parcel unless that parcel is exempt from the *ad valorem* property tax or is state-assessed property owned by a public utility. Where a parcel is exempted from the dedicated parcel tax by the previous sentence, the dedicated parcel tax shall be imposed on any taxable possessory interest in the parcel based on the characteristics of that possessory interest.

Section 35.14~~54~~ COLLECTION.

The dedicated parcel tax shall be collected on the Los Angeles County property tax bill in the same manner and subject to the same penalty as the *ad valorem* property tax collected by the county. The county may deduct its reasonable costs incurred for the services provided to the city under this section before remittance of the balance to the city. The tax administrator shall take such actions as are necessary to obtain the services of the county.

Section 35.14~~65~~ TAX RATE.

The annual rate of the dedicated parcel tax shall be:

- A. 7 cents per square foot for commercial parcels.
- B. 3.5 cents per square foot for industrial parcels.
- C. 3.5 cents per square foot for vacant parcels.

Section 35.14~~76~~ ANNUAL ADJUSTMENT.

The tax rates listed in Section 35.14~~65~~ are the rates that will apply for the 2025-26 tax year. For the 2026-27 tax year, and each subsequent tax year, each tax rate shall automatically adjust upward by two percent (2%) from the rates for the previous tax year.

Section 35.14~~87~~ RESIDENTIAL EXEMPTION.

Parcels solely in residential use shall be exempt from the dedicated parcel tax.

Section 35.14~~98~~ DETERMINATION OF PARCEL TYPE AND CALCULATION OF SQUARE FOOTAGE.

- A. Except as otherwise provided in this section, the taxable square footage of a parcel shall include the entire surface area of the parcel.

- B. Where a parcel includes some combination of residential, industrial and commercial improvements, the square footage of the entire surface area of the parcel shall be apportioned proportional to the square footage of the footprints of the different types of improvements of the parcel. Square footage apportioned to “residential” use shall be excluded from the calculation of the tax. If a building is developed for more than one use (as in a mixed-use residential development with ground floor retail space), for purposes of the preceding sentence, the square footage of the footprint of the mixed use structure shall be divided amongst the uses proportionally to the building square footage of such building.
- C. A parcel shall be considered a “vacant” parcel only if that parcel is developed with no structures with a footprint larger than 20 square feet.
- D. Square footage shall be excluded from the surface area of a parcel if that square footage meets all of the following criteria: (i) it is at a slope of more than four percent (4%) or, by reason of its topography, it is not usable for vehicle parking, (ii) it is not improved with a structure, and (iii) it is not paved in any way and is not planted with grass or other landscaping.

Section 35.149150 DURATION.

The initial tax year in which the annual dedicated parcel tax shall be levied in the 2025-26 tax year. The final year in which the tax shall be levied is the 2049-50 tax year.

Section 35.1510 SPECIAL FUND.

Proceeds of the dedicated parcel tax shall be deposited into a separate fund. All money in that fund shall be used solely for the purpose set forth in Section 35.1421 of this subchapter.

Section 35.1521 APPURTENANCES.

For purposes of Section 35.141 of this subchapter, “repair” includes, but is not limited to, rehabilitation and improvement of an existing road in order to correct the condition of that road. The repair of a segment of road also includes the associated necessary or useful repair, rehabilitation, replacement or improvement of appurtenances to the road segment, such as such storm drains, curbs, gutters, landscaping, lighting, and sidewalks that are embedded in or adjacent to the road segment.

Section 35.15~~32~~³² FINANCING.

As permitted by law, the city may pledge proceeds of the dedicated parcel tax and the balance of the special fund in connection with the issuance of debt or a financing transaction such as a certificate of participation. However, if it does borrow against such proceeds and/or against the special fund, the proceeds of such debt or financing transaction shall be used exclusively to fund (i) the uses set forth in Section 25.14~~24~~²⁴ of this subchapter, (ii) incidental expenses associated with the debt or financing transaction, such as fees or discounts charged by an underwriter, bond counsel, municipal advisor, trustee, fiscal agent, rating agency, credit enhancer, credit insurer, printer, or other professional or entity that provides services to the city in connection with the issuance of such debt or financing transaction, and (iii) the funding of a reserve fund or similar fund backing the bond or other financing and pledged to its repayment. Proceeds of the dedicated parcel tax and balances of the special fund may be used to pay debt service on such a bond or other financing transaction as well as incidental costs to the administration of such bond or other financing transaction.

Section 35.15~~43~~⁴³ ANNUAL ACCOUNTABILITY REPORTS AND AUDITS.

The Director of Finance & Administrative Services shall, at least once per year, file an accountability report with the City Council stating (i) the amount of dedicated parcel tax revenues collected and expended by the city, (ii) the status of any project or work authorized to be funded by the proceeds of this tax, and (iii) the balance of the special fund established by this subchapter that carries over to the next reporting period. The Director shall annually arrange for an independent audit of the accounting for, and expenditure of, the proceeds of the dedicated parcel tax. Each accountability report filed pursuant to this section and any report of the independent audit required by this section shall be made available to the public without charge. Any accountability report may be produced as a part of the city's Annual Comprehensive Financial Report any and audit required by this section may be a part of the city's annual independent audit of the city's finances.

Section 35.15~~54~~⁵⁴ CITIZENS' OVERSIGHT COMMITTEE.

- A. The City Council shall establish a Citizens' Oversight Committee in connection with the dedicated parcel tax.
- B. The terms, composition, and specific duties of the Citizens' Oversight Committee shall be established by resolution of the City Council; however the Citizens' Oversight Committee shall be composed of five members. All members of the Citizens' Oversight Committee shall be appointed by the City Council. Two of the members must be residents of the city. The other three must be owners (or representatives of owners) of property subject to the dedicated parcel tax or owners (or representatives of owners) of businesses located on such parcels. The City Council shall consider the recommendation

of the Santa Fe Springs Chamber of Commerce when appointing the three “owner” members, if such recommendations are provided to the City at or prior to the meeting of the City Council at which such appointments are made.

- C. The Citizens’ Oversight Committee shall meet at least twice per year, and the chair of the Citizens’ Oversight Committee may call additional meetings as the chair finds advisable.
- D. The Citizens’ Oversight Committee shall review the annual report required by Section 35.153 of this subchapter and may make such recommendations to the City Council as it deems necessary or useful.
- E. Upon request of the Citizens’ Oversight Committee, the Director of Finance and Administrative Services and the Director of Public Works shall make reasonable efforts to meet with the Citizens’ Oversight Committee and to discuss prioritization of the work to be funded from proceeds of the dedicated special tax.
- F. The Citizens’ Oversight Committee may, by a majority vote of its membership, choose to publish a report, in which event such report, if approved by a majority of the members, shall be published on the city’s internet page.
- G. In the event the City Council, the Citizens’ Oversight Committee, the city, any employee of the city, or any member of the City Council or the Citizens’ Oversight Committee fails to take an action required by this section, any court of competent jurisdiction may order that the action be taken. However, such failure to act shall not (i) invalidate the levy of any tax or the city’s authority to levy any tax, (ii) in any way affect the ongoing collection of any tax, (iii) invalidate any expenditure of funds made pursuant to this subchapter, or (iv) affect any contractual obligation assumed by the city.

Section 35.1565 ADMINISTRATION.

The tax administrator shall have charge of the enforcement and interpretation of this subchapter, and may issue such administrative rules and regulations, not inconsistent with this subchapter or any regulation adopted by resolution of the City Council, as the tax administrator finds useful or necessary.

Section 35.1576 PRESUMPTIONS.

- A. The tax administrator may rebuttably rely upon parcel data maintained by the Los Angeles County Assessor’s Office for the classification and square footage of a parcel that is subject to the dedicated parcel tax. Where parcel data obtained from the County uses a term other than “industrial”, “commercial”, “residential” or “vacant” to describe a parcel, the tax administrator may assign

that parcel to the one of these uses that is most appropriate for the actual use of the parcel,

- B. Except with respect to parcels that are entirely exempt from the dedicated parcel tax, the tax administrator shall rebuttably presume that the entire square footage of the surface of the parcel is subject to taxation.

Section 35.15~~87~~ ADJUSTMENT OF CLASSIFICATION AND SQUARE FOOTAGE.

- A. The owner of a parcel of property in the city may apply to the tax administrator for a recalculation of the tax upon that parcel for a tax year.
- B. Such application may be submitted before the beginning of the tax year or at any time during the tax year.
- C. The tax administrator may create a form for such application, in which case an application shall only be considered if it is submitted on such form.
- D. Any application must (i) state the number of square feet that the owner believes should be subject to the dedicated parcel tax, (ii) state which portion of those square feet should be taxable at which tax rate, (iii) explain how this square footage and classification is consistent with the provisions of this subchapter and applicable law, and (iv) provide evidence regarding the square footage, improvement and use of the parcel.
- E. In making a determination on the application, the tax administrator shall consider the contents of the application and any other information the tax administrator finds relevant.
- F. The tax administrator shall, upon written request of the property owner, provide a written determination to the property owner within 45 days of the receipt of such written request. If the administrator does not then timely provide a written determination, the application shall be deemed denied.
- G. The written determination or denial of an application may be appealed in writing to the City Manager within 30 days of the issuance of the determination or of the date on which the application is deemed denied. The City Manager shall, in considering the appeal, consider all information filed with the tax administrator as part of the application, all information provided in the written appeal, and such other information the City Manager finds relevant. If the City Manager does not provide a written response to the appeal, the appeal shall be deemed denied. The decision of the City Manager is final.
- H. If, after review of the application by the tax administrator or a review of an appeal by the City Manager, an adjustment of the taxable square footage or

classification of such square footage is deemed to be warranted, the tax administrator shall recalculate the tax due and then shall either (i) submit such adjusted tax to the county for collection as part of the usual submission of taxes to the county, (ii) request that the appropriate county official reduce the amount of the tax that has been entered onto the tax roll, or (iii) refund the amount paid by the taxpayer to the county in excess of the adjusted tax.

Section 35.15~~98~~ SAVINGS CLAUSE.

No section, clause, part, or provision of this subchapter shall be construed as requiring the payment of any tax that would be in violation of the Constitution or laws of the United States or of the Constitution or laws of the State of California.

Section 35.1~~60~~59 AMENDMENT OF ORDINANCE.

The City Council may, without a vote of the people, amend this subchapter. However, the City Council may not, without a vote of the people, increase the rate of the dedicated parcel tax or extend the duration of the dedicated parcel tax beyond the 2049-50 tax year.

SECTION 3. This Ordinance shall become effective upon adoption by the People.

SECTION 4. If any word, phrase, sentence, part, section, subsection, or other portion of this Ordinance, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this title, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The People hereby declares that they would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional.

Certified as adopted by the People of the City of Santa Fe Springs at the Municipal General Election held on November 5, 2024.

Mayor

ATTEST:

City Clerk

Date:

DRAFT



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: Gus Hernandez, Director of Parks & Recreation

SUBJECT: ENFUEGOU PARTNERSHIP POSSIBILITIES AT LITTLE LAKE PARK AND SANTA FE SPRINGS ATHLETIC FIELDS

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Direct staff to engage with EnFuegoU to explore partnership possibilities for Little Lake Park and the Santa Fe Springs Athletic Fields; and
- 2) Take such additional, related action that may be desirable

FISCAL IMPACT

Engaging with EnFuegoU to explore partnership possibilities has no immediate fiscal impact. Any future agreements or projects resulting from these discussions will be presented to the City Council with detailed fiscal implications for approval.

BACKGROUND

The Santa Fe Springs Athletic Fields and Little Lake Park are integral parts of our community's recreational infrastructure. Over the years, these facilities have supported various community events, youth sports programs, and other recreational activities. To further enhance the offerings and upkeep of these facilities, the City has received a proposal from EnFuegoU, an organization dedicated to youth sports development and community engagement.

ANALYSIS

EnFuegoU has proposed several enhancements for the Santa Fe Springs Athletic Fields and Little Lake Park, which include renovation of existing fields, construction of a new professional-level playing field, and the installation of a new hitting facility. They also seek a long-term operating agreement to manage the fields and maintain them to high standards.

ENVIRONMENTAL

The initial engagement and exploratory discussions with EnFuegoU are not expected to have any significant adverse environmental impacts. Any subsequent projects or modifications resulting from this partnership will undergo appropriate environmental reviews as per city and state regulations.

DISCUSSION

The potential partnership with EnFuegoU presents a significant opportunity to enhance the quality and availability of sports facilities in Santa Fe Springs. Their proposal includes comprehensive upgrades and a robust maintenance plan, which could greatly benefit the community by providing high-quality recreational spaces and fostering youth sports development.

By directing staff to engage with EnFuegoU, we can thoroughly explore the details of the proposed partnership, address any concerns, and begin to negotiate terms that are beneficial to the city and its residents. This proactive approach will ensure that any future developments align with our community's needs and standards.

SUMMARY/NEXT STEPS

Upon approval from the City Council, the Parks & Recreation Department will initiate discussions with EnFuegoU to explore the feasibility of the proposed partnership. This will include detailed negotiations on terms, scope of work, and fiscal responsibilities. The findings and any proposed agreements will be brought back to the City Council for review and approval.

ATTACHMENT(S):

- A. Attachment A – Proposals Submitted by EnFuegoU

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



Santa Fe Springs Proposal

I. LETTER OF TRANSMITTAL

June 21, 2024

To the City Council of Santa Fe Springs,

I am pleased to submit our proposal for the enhancement of both Santa Fe Springs Athletic Fields and Little Lake Park, as presented by En Fuego U. We are thrilled about the opportunity to collaborate with the city and bring our vision for premier local sports to life.

En Fuego U is committed to providing exceptional recreational opportunities for the community, with a particular focus on youth sports development and fostering community engagement. We firmly believe that the revitalization of these fields perfectly aligns with our mission and objectives.

We eagerly anticipate the possibility of working together to create a vibrant and inclusive space for the residents of Santa Fe Springs to enjoy for generations to come. Should you require any further information or clarification, please do not hesitate to contact me using the details provided below.

Sincerely,

Alex Corral

CEO, En Fuego U
Alex@enfuegou.com

www.enfuegou.com

INTRODUCTION

At En Fuego U, we are passionate about bringing competitive youth sports back to our local communities. Our commitment extends beyond sports performance; we focus on developing well-rounded student-athletes and fostering academic growth and leadership skills that lay the foundation for future community leaders. Additionally, we believe in the power of sports to promote social growth, imparting vital life lessons such as teamwork and discipline to all children. We aim to create rewarding experiences for every participant, cultivating a fun and encouraging environment where kids can build confidence and develop a lifelong passion for sports.

SANTA FE SPRINGS ATHLETIC FIELD

I. PROJECT OVERVIEW

We propose the following enhancements of Santa Fe Springs Athletic Fields, located at 9720 Pioneer Blvd, Santa Fe Springs, CA 90670. The specific components of the project include:

Renovation of Existing Fields:

- **Leveling and Resurfacing:**
 - All existing softball fields will be leveled and resurfaced to ensure optimal playing conditions.
- **New Dirt and Sod:**
 - Fresh dirt and new sod will be installed for the grass areas to enhance the playing surface and aesthetics. The excavation will not exceed 48" below ground due to contamination 4' below the surface.
- **Field Amenities Upgrades:**
 - **PA System:** Installing a new, state-of-the-art public address system for announcements and entertainment.
 - **Upgraded Dugouts and Bleachers:** Enhancing dugouts and bleachers to provide better comfort and facilities for players and spectators.
- **Renovation of Hitting Facility:**
 - Renovating the existing hitting facility in the northeast corner of the complex. The facility structure would comprise 4 hitting cages with dimensions of 50-70 feet long by 14 feet wide by 12 feet high.
 - **Features:**
 - Metal posts
 - High quality, UV-resistant netting material
 - Turf flooring

II. Itemized Improvements:

- **Grass:** 31,185.85 (sq. Feet) For our outfield wall dimensions (\$3 per square foot).
 - **Cost:** \$93,557.00
- **Dirt:** 6,837 (sq. Feet)
 - **Cost:** \$2,225.66
- **Turf:** 38,022 (sq. Feet) For our outfield wall dimensions (\$9 per square foot).
 - **Cost:** \$342,198.00
- **Dugout Structures (2):** 30'-40' Prefabricated steel roof dugouts provide sun and shelter to your players and are designed to meet International Building Code (IBC). These 10 ft deep dugouts are constructed of maintenance-free materials.
 - **Cost:** \$25,920.00
- **Dugout Padding:** Padding around exposed poles and netting to provide protection from foul balls.
 - **Cost:** \$21,499.00
- **Dugout Bench (2):** Portable mount with backrests, constructed with aluminum material 21'L.
 - **Cost:** \$3,398.00
- **Fencing for Whole Field:** Chain Link PVC Coated Wire (370LF at 8ft Height and 420 LF at 4.5ft Height).
 - **Cost:** \$2,041.01
- **Padding for Whole Field:**
 - **Cost:** \$50,000
- **Padding for Outfield Wall Fence:** 18 oz. outdoor vinyl covering 3" 1580 polyurethane foam 1.5" vinyl flaps with stainless steel grommets attached to fence with 14" cable ties.
 - **Cost:** \$42,900.00
- **Fencing for Backstop:** 25' or >
 - **Cost:** \$30,525.00
- **Padding for Backstop/Infield:** 18 oz. outdoor vinyl covering 3" 1580 polyurethane foam 1.5" vinyl flaps with stainless steel grommets attached to fence with 14" cable ties.
 - **Cost:** \$27,765.00
- **Tension Netting System Backstop:** Tension netting system with integrated wall pad backstops.
 - **Cost:** \$74,055.00
- **Bleachers (2):** Bleachers for 50 seats, 5 row bleacher with aisle and risers.
 - **Cost:** \$24,800.00
- **Stands (2):** Bleachers for 182 seats, 10 row bleacher with aisle and risers.
 - **Cost:** \$56,598.00
- **Mound:** 6 inch fiberglass portable game junior mound.
 - **Cost:** \$1,545.00
- **Bases:** 3 base set.
 - **Cost:** \$325.00
- **Safety Base for 1st Base:** Includes both white and orange base.
 - **Cost:** \$290.00
- **Home Plate:** 17" home plate with anchor.
 - **Cost:** \$129.00
- **Foul Poles:** 20' or < sold in pairs.
 - **Cost:** \$2,069.00
- **Batting Cages (2):** Softball 55'L x 14'H Single Standard
 - **Cost:** \$23,518.00

GRAND TOTAL (GRASS): \$360,470.67

GRAND TOTAL (TURF): \$606,886.01

Possible Extras:

- **Press Box:** Permanent and portable (on the smaller end).
 - **Cost:** \$23,500.00
- **Drinking Fountain (2):**
 - **Cost:** \$9,992.40
- **Hydration Station:** Portable 50 gallon water hydration station with 8 fill stations.
 - **Cost:** \$4,799.00
- **Break Away Portable Fence:** 150' for center, right, and left field (pinto age division).
 - **Cost:** \$576.00

GRAND TOTAL W/EXTRAS (GRASS): \$399,338.07

GRAND TOTAL W/EXTRAS (TURF): \$645,753.41

Possible Extras:

- **Press Box:** Permanent and portable (on the smaller end).
 - **Cost:** \$21,362.00
- **Drinking Fountain (2):**
 - **Cost:** \$5,120.00
- **Hydration Station:** Portable 50 gallon water hydration station.
 - **Cost:** \$3,605.00
- **Break Away Portable Fence:** 150' for center, right, and left field (pinto age division).
 - **Cost:** \$950.00

Construction of New Fields and Concession Stands:

1. **Two New Professional-Level Playing Fields:**
 - **Location:** In the other two corners of the complex (opposite the existing fields).
 - See Appendix 1 for schematics
 - **Features:**
 - Same size as the existing fields.
 - Dugouts with ample amenities for teams.
 - PA system for announcements and music.
2. **Future Plans for Turf Installation:**
 - Temporary fences will be installed for all four fields initially.
 - Turf installation is planned for a couple of years down the line, contingent upon the success and growth of the partnership and environmental regulations around turf fields.

Projected Project Timeline:

- **Start Date:** August 15, 2024 (contingent on city approval; the timeline may shift based on this factor)
- **Completion Date:** February 8, 2025

III. OPERATING AGREEMENT

En Fuego U is seeking a long term operating agreement of at least 25 years with the City of Santa Fe Springs. Under this agreement, En Fuego U will have priority access to the field for its programs and events. The city can still schedule local events, ensuring the park remains a vibrant community space.

IV. MAINTENANCE PLAN

En Fuego U will implement a comprehensive maintenance program at the park to ensure that it remains safe, clean, and well-maintained at all times. This includes regular field maintenance, facility repairs, and sanitation protocols to uphold the highest standards of hygiene and safety.

En Fuego U: We will maintain all playing field surfaces, and propose joint maintenance of park areas that are not within the playing fields. We are committed to maintaining the fields to the highest standards to ensure optimal playing conditions.

If the city has an existing passionate maintenance crew, we will retain them and provide training and instructions on how to maintain our fields. This collaborative approach ensures continuity and leverages the existing expertise of the city's maintenance staff while adhering to the high standards we envision for the park.

V. YOUTH SOFTBALL LEAGUE INITIATIVE

As part of our commitment to fostering youth sports, En Fuego U proposes the establishment of a Youth Softball League at Santa Fe Springs Athletic Fields. This initiative includes:

1. League Organization and Management:

- En Fuego U will organize and manage the youth softball league, ensuring a structured and competitive environment for participants. A distinguishing component of our program is that no player will be turned away and we will accommodate players of all skill levels.
- Recruiting and training local college student-athletes and community volunteers to serve as coaches, providing high-quality instruction and mentorship to the young athletes.

2. Seasonal Schedules and Events:

- The league will operate on a seasonal schedule, with regular games and practice sessions.
- Special events, such as skills clinics and tournaments, will be held to enhance the players' development and engagement.

3. Community Involvement:

- Actively involving the community by encouraging local businesses to sponsor teams and events, fostering a sense of ownership and pride in the league.
- Promoting parent and volunteer involvement to ensure a supportive and inclusive environment for all participants.

4. Facility Usage:

- Primarily utilizing the renovated fields at Santa Fe Springs Athletic Fields, ensuring that the upgraded facilities are used to their full potential.
- Scheduling additional practice sessions and events as needed, maximizing the availability of the park's resources.

VI. PARK PUBLIC USE

En Fuego U is committed to fostering community engagement and accessibility to the park's facilities. The park will be open to the public 24/7, allowing residents to enjoy its amenities at their convenience. While the field may be reserved for use by En Fuego U or other local teams during specific times, the park itself will remain accessible for various recreational activities such as walking, jogging, picnicking, and more. We believe that providing round-the-clock access to the park promotes inclusivity and encourages residents to make the most of these valuable community resources.

LITTLE LAKE PARK

I. PROJECT OVERVIEW

We propose the transformation of Little Lake Park, located at 10900 Pioneer Blvd, Santa Fe Springs, CA 90670, into a premier sports center with both a baseball and softball stadium. The specific components of the project include:

Total Investment: \$3,000,000.00

Baseball Stadium:

- **Playing Surface:**
 - Installation of top-tier A-grade surfaces for the baseball field.
- **Stadium Amenities:**
 - Protective fence padding, dugouts, large stands, and bleachers.
 - Scoreboards and a state-of-the-art PA system.
 - Concession stands providing a variety of food and beverages.
 - Locker rooms for teams, including showers.
 - JumboTron for live game coverage and announcements.

Softball Stadium:

- **Playing Surface:**
 - Installation of top-tier A-grade surfaces for the softball field.
- **Stadium Amenities:**
 - Protective fence padding, dugouts, large stands, and bleachers.
 - Scoreboards and a state-of-the-art PA system.
 - Concession stands providing a variety of food and beverages.
 - Locker rooms for teams.
 - JumboTron for live game coverage and announcements.

Projected Project Timeline:

- **Start Date:** August 15, 2024 (contingent on city approval; the timeline may shift based on this factor)
- **Completion Date:** September 1, 2025

II. OPERATING AGREEMENT

En Fuego U is seeking a 25-year operating agreement with the City of Santa Fe Springs. Under this agreement, En Fuego U will have priority access to the stadiums for its programs and events. The city can still schedule local events, ensuring the park remains a vibrant community space.

III. ROUTINE PARK MAINTENANCE

We will implement comprehensive maintenance programs at the park to ensure that it remains safe, clean, and well-maintained at all times. This includes regular turf maintenance, facility repairs, and sanitation protocols to uphold the highest standards of hygiene and safety.

En Fuego U: We will maintain all playing field surfaces, and propose joint maintenance of park areas that are not within the playing fields. We are committed to maintaining the fields to the highest standards to ensure optimal playing conditions.

If the city has an existing passionate maintenance crew, we will retain them and provide training and instructions on how to maintain our fields. This collaborative approach ensures continuity and leverages the existing expertise of the city's maintenance staff while adhering to the high standards we envision for the park.

IX. HONORING CITY-SCHEDULED EVENTS

We are committed to honoring events already scheduled by the city at Little Lake Park. Through open communication and flexibility, we ensure seamless integration of our proposed activities alongside those planned by the city, enhancing the overall recreational experience for park users.

X. FIELD RENTALS FOR TEAM PRACTICE

En Fuego U will offer affordable field rentals for team practice sessions, providing local sports organizations with access to top-tier facilities and resources. We are committed to supporting the development of youth athletes and fostering a culture of excellence in sportsmanship and teamwork.

BENEFITS TO SANTA FE SPRINGS

1. Enhanced Quality of Life:

- By revitalizing a local park and providing residents with access to high-quality recreational facilities, our project aims to enhance the overall quality of life for individuals and families in Santa Fe Springs. Increased opportunities for outdoor recreation and leisure activities contribute to improved physical and mental well-being.

2. Community Gathering Spaces:

- The creation of a vibrant, well-designed park and public spaces serves as a focal point for community interaction and social engagement. These spaces provide residents with opportunities to come together, build relationships, and strengthen community bonds.
3. **Economic Opportunities:**
- The commercialization of land stimulates economic growth within the community. By attracting businesses, creating job opportunities, and generating revenue, our project contributes to the economic prosperity of Santa Fe Springs and enhances the overall livability of the area.
4. **Increased Accessibility:**
- Improvements to parks, public spaces, and transportation infrastructure increase accessibility and mobility for residents of all ages and abilities. Creating pedestrian-friendly environments and enhancing connectivity within the community ensures that all residents can access essential services, amenities, and recreational opportunities.

CONCLUSION

The transformation of Little Lake Park into both a premier baseball and softball stadium represents a significant opportunity to enhance the quality of life for residents of Santa Fe Springs. By partnering with us to realize this vision, the City of Santa Fe Springs can demonstrate its commitment to providing exceptional recreational opportunities for its community members.

Additionally, the enhancement of Santa Fe Springs Athletic Fields and the establishment of a Youth Softball League represent significant opportunities to improve the quality of life for residents. This collaboration will provide not only top-tier athletic facilities but also foster community engagement and development.

We believe that this partnership will result in a positive and enduring legacy for generations to come, reflecting our shared commitment to quality recreational opportunities and community well-being.

Thank you for considering our proposal. We are eager to work with you to bring this exciting project to fruition.



Santa Fe Springs Proposal

Appendix 1





CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance & Administrative Services

**SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/2024	None
Outstanding principal at 5/31/2024	\$35,908,028

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment.

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

Page 2 of 3

Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

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

Page 3 of 3

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



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance

**SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY
AUTHORITY (WUA)**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 5/31/2024	None
Outstanding principal at 5/31/2024	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 5/31/2024	None
Outstanding principal at 5/31/2024	\$395,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds

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

Page 2 of 2

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

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



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

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

SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH iWATER, INC. FOR WATER VALVE MAINTENANCE SERVICES AS A COOPERATIVE PURCHASE IN ACCORDANCE WITH SANTA FE SPRINGS CODE SECTION 34.18**

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Approve a Professional Services Agreement with iWater, Inc. to provide water valve maintenance services in the amount of \$155,000.00;
- 2) Authorize the Executive Director to execute the agreement; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The adopted Fiscal Year 2024-25 Budget included \$155,000 for valve maintenance services. No additional appropriation is recommended at this time.

BACKGROUND

The Santa Fe Springs Water Utility Authority's public water system covers an area of approximately eight (8) square miles within its boundaries. The water conveyance system consists of 108 miles of pipeline ranging in size from 4 inches to 16 inches in diameter and includes 1,150 fire hydrants. A critical component of this water system is its 3,152 in-line water valves.

Water valve functionality is paramount to a healthy water system, as they are integral in

Approve a Professional Services Agreement with iWater, Inc. for Valve Maintenance Services as a Cooperative Purchase in Accordance with Santa Fe Springs Code Section 34.32

Page 2 of 3

controlling the flow of water within the underground pipe system. This control allows for the necessary work to take place when water needs to be shut off or redirected as in a mainline break, or in the repair and replacement of fire hydrants. In order to keep water valves in optimal usable condition, it is important to exercise them periodically.

On August 31, 2022, the Division of Drinking Water of the State Water Resources Control Board conducted a routine inspection of the drinking water system as part of a Sanitary Survey. This Sanitary Survey included a review of the City's water quality routine monitoring and reporting, record-keeping verification, water system management and operations, and operator compliance with the State requirements. The following deficiency was noted:

The City must improve the implementation of its valve maintenance program. The City's Valve Exercise Program dated June 2022 must be revised to include the inventory of the valves in the distribution system and the schedules to exercise these valves. The revised written valve exercises and maintenance program must be submitted to the Division by December 31, 2022. The City must plan to exercise all valves within the next 3 years.

ANALYSIS

The Santa Fe Springs Water Utility Authority has historically utilized field staff to perform water valve assessment and exercising activities when the workload allows. However, due to the current workload, increasing state requirements, and current personnel vacancies, staff will not be able to meet the requirements by the due date without assistance from an outside entity. After careful evaluation, staff determined that iWater, Inc. best met the experience and established criteria for providing water valve assessment services.

ENVIRONMENTAL

Not applicable.

DISCUSSION

On October 12, 2023, the City of Monterey Park entered into an agreement with iWater, Inc. to provide water valve assessment maintenance and other general services, as necessary, commencing on November 1, 2023 to October 31, 2024 (Attachment A). This agreement was established through a competitive bidding process.

iWater, Inc. has agreed to enter into an agreement with the City of Santa Fe Springs to provide a water valve assessment program at the same rate as their agreement with Monterey Park. The proposed agreement (Attachment B) with iWater, Inc. complies with Santa Fe Springs Code Section 34.18(B) with respect to cooperative and piggyback

purchasing.

SUMMARY/NEXT STEPS

Upon the approval of the Water Utility Authority Board of the recommended actions, City staff will coordinate with iWater, Inc. to provide water valve assessment maintenance and associated services as necessary.

ATTACHMENTS:

- A. City of Monterey Park/ iWater, Inc. Contract
- B. iWater, Inc. Professional Services Agreement

ITEM STATUS:

APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
IWATER, INC.**

**[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION,
ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR
WORK, PAINTING OR MAJOR REPAINTING]**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 12th day of October, 2023 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and IWATER, INC., a California Corporation ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in Exhibit "A;"
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of \$59,007 for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. **TERM.** The term of this Agreement will be from November 1, 2023 to October 31, 2024. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. SCOPE OF SERVICES.

- A. This Agreement may be used for "maintenance services" which include the following:
 - i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- ii. Minor repainting.
 - iii. Resurfacing of streets and highways at less than one inch.
 - iv. Landscape maintenance.
 - v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.
 - vi. Carpentry, electrical, plumbing, glazing, and other craftwork;
- B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "A," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit "A."
- C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.
- D. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES.

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

- vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- E. CONTRACTOR and its subcontractors must keep an accurate ~~certified~~ payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. PAYMENTS.

- A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.
- B. CITY's city manager may make payments up to \$60,000 for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

7. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M.

Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written notice to proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION.

- A. **CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

11. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: Frank Heldman
 City of Monterey Park
 320 W. Newmark Ave.
 Monterey Park, CA 91754
 (626) 307-1295
 fheldman@montereypark.ca.gov

To CONTRACTOR: Adam Hagee
iWater, Inc.
12 Goodyear, Suite 130
Irvine, CA 92618
(949) 768-4549 ext. 222
ahagee@iwater.org

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. **WAIVER.** A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

17. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

19. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

21. ACCEPTANCE OF ELECTRONIC SIGNATURES. This Agreement may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

22. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

23. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

24. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting *water valve exercising services*. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

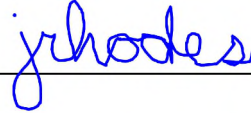
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK



Inez Alvarez,
Interim City Manager

IWATER, INC.



Julie Rhodes, CFO

ATTEST:



Maychelle Yee
City Clerk

33-0906922

Taxpayer ID No.

APPROVED AS TO FORM:

KARL H. BERGER, City Attorney



By: _____



MONTEREY PARK, CA WATER VALVE ASSESSMENT PROJECT PROPOSAL

December 07, 2022

PREPARED FOR:

Shawn Igoe
Public Works Director
City of Monterey Park
320 W. Newmark Avenue, CA 91754

PREPARED BY:

Adam Hagee
Sales and Marketing Manager
iWater, Inc.
12 Goodyear #130 Irvine, CA 92618

An aerial night photograph of a city, likely New York City, showing illuminated skyscrapers and streets. A solid yellow horizontal bar is positioned across the middle of the image, partially obscuring the city view.

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ENGAGEMENT LETTER

December 07, 2022

Shawn Igoe
Public Works Director
City of Monterey Park
320 W. Newmark Avenue, CA 91754

Re: Valve Assessment Program

Dear Shawn,

On behalf of iWater, Inc., we thank you for the opportunity to provide a response to your request regarding a Valve Assessment Program. We have a strong team built to provide the correct solutions you need for all aspects of your endeavor, from Valve Exercising to GPS tagging of Water Valves, GIS mapping along with updating *infraMAP®*.

As a leader in technology solutions within the waterworks industry, iWater, Inc. has assisted many municipalities, counties, and utilities with their Valve and Hydrant Maintenance, GPS field work, GIS services, and Asset Management needs across the country. We have completed numerous projects for the implementation of *infraMAP®*, our asset management software solution.

Over the past two decades, iWater has been proud to serve many communities located within Southern-California and the greater United States. As your neighbor, our local branch location in Irvine prides itself on our level of customer service, our personnel and logistical support, our pricing, and our technology solutions. Our level of focus and commitment to the City of Monterey Park (City) is important both today and in continuing our endeavors to partner into the future.

Warm regards,

Adam Hagee
Sales and Marketing Manager
iWater, Inc.

ABOUT THE COMPANY



iWater, Inc. is based in Irvine, California, we work within the public works, water, sewer, stormwater, gas and private sector markets throughout the United States and Canada. In total, iWater, Inc. services over 450 customers across the country.



We believe that dedication is the key to success. Our Company would not have been successful today if managers and employees were not dedicated and committed to our goals and mission-vision.



Our company been in this industry for more than twenty-two years, and it proves that we know how to make business processes more straightforward.



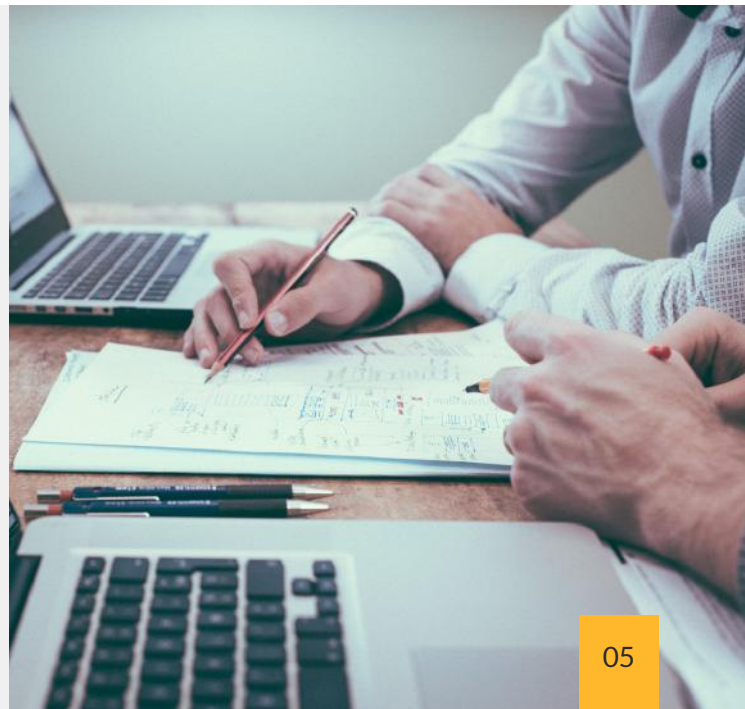
OUR EXPERTISE

Licensed A-General Engineering Contractor in California employing DHS Certified Staff for performing field work. iWater, Inc., has provided information to over 100 Southern California cities covering almost 4000 square miles of infrastructure. This has included:

- Creating and updating maps of water, sewer, storm water and fire systems.
- Operating and repairing valves and hydrants.
- Fire flow testing and unidirectional flushing.
- Converting paper and outdated system maps to GIS-based technology.

We understand our clients' needs and provide them with tailored support to help them run their utility or city efficiently and effectively.

We have hundreds of happy clients, and we love getting to know them. Establishing great relationships with our clients from the heart is one of the core values of our business.



PREVIOUS PROJECTS



San Juan Capistrano, CA

The City of San Juan Capistrano contracted iWater to perform a multi-year Valve and Hydrant Assessment. This project consisted of exercising all residential and arterial valves (4,086) including capturing GPS Coordinates (Sub-Meter Accuracy). Valve lids were removed and crews vacuum cleaned the can. iWater field crews operated valves completely from open to closed position, two times, and recorded the number of turns and any characteristics like hard to turn, packing leak, inoperable, unable to locate or needing repair.

iWater Field Crews performed flushing on 1,698 Hydrants within the water system based on a pre-planned route. Starting at or near a source of supply and working outward the operator would close the hydrant isolation valve and verify closure by opening the 4" port on a hydrant. After confirmation, closed the 4" port and opened the isolation valve slowly. Lastly the 4" hydrant port was opened and flushed to remove water in the lateral. Flushed water was diffused through a dechlorinator and coconut baffles used to keep water in the gutter. Chlorine Residuals were also captured for Water Quality purposes.



Rowland Water District, CA

Rowland Water District contracted iWater to perform a multi-year Valve Assessment. This included the exercising of 3,550 valves and GPS'ing valves to Sub-Foot Accuracy. All data including condition, depth to nut, torque and turns were provided back to the District, so that the GIS could be updated based on iWater Field Crews findings.



La Habra, CA

Provided GPS Data Collection and GIS updates for 30,000+ Water and Sewer Assets. As part of this project iWater Field Crews exercised 3,800 valves. All updates are now available in their *infraMAP®* Cloud Maintenance Management System.

PROJECT APPROACH

► Valve Exercising

iWater will establish a valve maintenance service program providing a complete turnkey solution for valve maintenance, documentation of valve operation, condition and whether or not a valve lid needs to be raised. All data will be recorded directly into the City of Monterey Park's *infraMAP®* Cloud Maintenance Management Software which generates real time data including operation information and torque data.

iWater field crews are equipped with state-of-the-art technology. Trucks are fully outfitted with advanced vacuum systems to clear any obstructions that may be present in the valve can. iWater valve exercising follows AWWA procedures with the lowest amount of torque applied and the maximum of 400 ft/lbs of torque will be applied. Additional torque and valves greater than 14" will be attempted after notification is made to the City of Monterey Park (project manager or water superintendent) and a schedule will be defined for the operation. Each isolation valve shall be exercised until complete closure is achieved or will be noted if a problem exists. If a valve cannot be turned by hand, an on-board EH Wachs ERV-750 hydraulic valve machine will be utilized to safely operate the valve.

iWater trucks have arrow boards, warning lights and provide proper delineation/signed for each project. Proper traffic delineation as outlined in the WATCH handbook will be followed at all times.

► Valve Lid Painting

Distribution Valve lids will be painted Blue and Hydrant Valves Half Blue/Half Yellow after each valve has been successfully exercised. White paint will be used for Inoperable Valves. The City of Monterey Park shall supply lids and cans as needed for repairs while performing valve maintenance on this project.

► GPS Data Collection

All valve features not currently in the GIS will be GPS'd at Sub-Foot Accuracy or Better. At least six satellites are required to be considered accurate with real-time differential correction.

GPS Accuracy will also be recorded into the database so that team members can QA/QC the accuracy of each GPS Point.

PDOP (Position Dilution of Precision) shall be less than 5 for this project with an Elevation Mask of 15 degrees above the horizon.



► RESULT

The City of Monterey Park will receive a finished product of properly operating Water Distribution System Valves. All data collected during the project will be available via *infraMAP®* Cloud. Tasks will also be created for valves that may need repair, replacement and inoperable.

TASKS

1

Kick-Off Meeting

Conducted by both iWater project staff and the City of Monterey Park project management team, we will meet on-site to review and define the project plan. iWater staff will discuss the project plan and approach, along with expected results from each phase.

2

Valve Exercising

iWater DHS Certified field crews will perform valve exercising once notified by the City of Monterey Park to commence system valve maintenance. New valves will also be GPS'd (Sub-Foot Accuracy) if not already in GIS. At minimum, the following attribute data will be included for the scope of this project.

- A unique identification number
- Date of operation
- Valve size (in inches)
- Valve type (gate or butterfly)
- Operating nut depth
- Close direction
- Normal position - open/closed
- Number of turns to achieve full closure
- High torque
- Valve condition
- Valve discrepancies (categories and details to be provided by City)
- Time recorded
- Operator name
- Latitude
- Longitude

3

GIS Editing

QA/QC shall continue throughout the entire project. iWater GIS Specialist will monitor the project and adjust water main's where necessary. This will be based on new valves that are GPS'd during the valve exercising program.

4

Spatially Accurate GIS

Upon project completion the City of Monterey Park will have a complete valve maintenance plan. *infraMAP®* Cloud will be continually updated so that the City has the latest and most accurate information available at their fingertips.

iWater, Inc.
12 Goodyear, Suite 130
Irvine, CA 92618-3747



Estimate

DATE	ESTIMATE #
7/24/2023	208512

Please visit our website at: www.iWater.org

CA Contractor #: A783766
PWCR #: 1000025164

Estimate pricing valid for 30 days

Prepared For:

City of Monterey Park
Accounts Payable
320 W Newmark Avenue
Monterey Park, CA 91754

Service Area:

City of Monterey Park

*Line items and services are billed when delivered.
Payment is due 30 days from date of invoice.*

P.O. Number	Rep	Terms	Project
	ARH	Net 30	

Item	Description	Qty	Cost	Total
Valve Service	Clean, Operate and Document Valve Status. Customer will receive database and monthly reports.	663	89.00	59,007.00
	Sales Tax (10.25%)			\$0.00
Approved By: _____ Date: _____		Total: \$59,007.00		

PLEASE NOTE: This Estimate does not include any insurance endorsements. Certificates and/or endorsements will be provided upon request. There is an added cost for all Additional Insured endorsements and Waivers of Subrogation. Customer is also responsible for all applicable sales tax, whether or not specified.

**CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
iWATER, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of July 16, 2024 (the "Effective Date"), by and between the City of Santa Fe Springs Water Utility Authority, a California municipal corporation, ("City") and iWater, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

The Water Utility Authority Executive Director shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Contractor.

5. PAYMENT

- A. City agrees to pay Contractor based upon work completed and invoiced for the prior month and shall be paid within 30 days of receipt, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A. This amount shall not exceed One Hundred Fifty-Five Thousand Dollars (\$155,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Contractor 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 Executive Director or designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.
- C. Contractor will submit invoices monthly for actual Services performed. Contractor agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days' prior written notice. Upon receipt of said notice, Contractor 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 Contractor 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, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor 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. Contractor shall be responsible for costs incurred by the City due to Contractor's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

- A. Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor'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. Contractor 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 Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Contractor, its officers, agents, employees, and/or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) under this Agreement, including all acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Contractor, its officers, agents, employees, and/or subcontractors. Contractor's duty to indemnify and hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.

- B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding arising or alleged to arise out of or is in any way connected with the performance of Contractor's services under this Agreement, and upon demand by the City, Contractor shall immediately defend the Indemnified Parties at Contractor's cost or at the City's option to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters, regardless of whether or not Contractor, its officers, agents, employees, and/or subcontractors are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Contractor, its officers, agents, employees and/or subcontractors. Payment by the City is not a condition precedent to enforcement of this provision.
- C. In the event of any dispute between Contractor and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, employees, agents, and/or volunteers, Contractor will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely negligent or to have acted with willful misconduct. Contractor 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

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

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness

arising out of performing services hereunder. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor 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 Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, 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, Contractor and any of its employees, agents, and subcontractors 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

- A. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor 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 Contractor to comply with this Section.
- B. This Project is a public work as defined in California Labor Code Section 1720. Contractor and any subcontractors are required to pay all workers employed in the execution of the Services not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the

Department of Industrial Relations (“DIR”) under Section 1720 et seq. of the California Labor Code. The Director’s determination of prevailing rates are on file with the City and are available online at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

C. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- (1) Section 1771 - Contractor and any subcontractor shall pay not less than the general prevailing rate per diem wages.
- (2) Section 1775 - Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- (3) Contractor and any subcontractor must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- (4) Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- (5) Section 1810 - eight hours of labor constitutes a legal day’s work.
- (6) Section 1813 - Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- (7) Sections 1725.5 and 1771.1 require all general contractors and subcontractors to be registered with the DIR.
- (8) Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Executive Director 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 Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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: James Enriquez, PE
Director of Public Works / City Engineer

To Contractor: iWater, Inc.
12 Goodyear, Suite 130
Irvine, CA 92618
Attention: Adam Hagee

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor 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, Contractor 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 Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this

Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

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

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

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

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement,

based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

29. ELECTRONIC SIGNATURES

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

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

[If Contractor 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).]

SANTA FE SPRINGS WATER UTILITY
AUTHORITY

CONTRACTOR

iWater, Inc.

Name René Bobadilla, P.E.

Title: Executive Director

Name _____

Title: _____

Date: _____

ATTEST

CONTRACTOR

Fernando Muñoz, Deputy City Clerk

Name _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:

Exhibit A

Services

Exhibit B

Insurance Requirements

EXHIBIT A
SERVICES



SANTA FE SPRINGS, CA WATER VALVE ASSESSMENT PROJECT PROPOSAL

April 9, 2024

PREPARED FOR:

Jesse Sira
Utility Services Manager
City of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA 90670

PREPARED BY:

Adam Hagee
Sales and Marketing Manager
iWater, Inc.
12 Goodyear #130 Irvine, CA 92618

An aerial night photograph of a city, likely New York City, showing illuminated skyscrapers and streets. A solid yellow horizontal bar is positioned across the upper left portion of the image.

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ENGAGEMENT LETTER

April 09, 2024

Jesse Sira
Utility Services Manager
City of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA 90670

Re: Valve Assessment Program

Dear Jesse,

On behalf of iWater, Inc., we thank you for the opportunity to provide a response to your request regarding a Valve Assessment Program. We have a strong team built to provide the correct solutions you need for all aspects of your endeavor, from Valve Exercising to GPS tagging of Water Valves, GIS mapping along with updating *infraMAP*®.

Per your request, iWater, Inc. would like to propose extending the same pricing structure offered under our current contract with the City of Monterey Park, CA, to the City of Santa Fe Springs, CA. This proposal aligns with terms outlined in our Valve Exercising Contract.

As a leader in technology solutions within the waterworks industry, iWater, Inc. has assisted many municipalities, counties, and utilities with their Valve and Hydrant Maintenance, GPS field work, GIS services, and Asset Management needs across the country. We have completed numerous projects for the implementation of *infraMAP*®, our asset management software solution.

Over the past two decades, iWater has been proud to serve many communities located within Southern-California and the greater United States. As your neighbor, our local branch location in Irvine prides itself on our level of customer service, our personnel and logistical support, our pricing, and our technology solutions. Our level of focus and commitment to the City of Santa Fe Springs (City) is important both today and in continuing our endeavors to partner into the future.

Warm regards,

Adam Hagee
Sales and Marketing Manager
iWater, Inc.

ABOUT THE COMPANY



iWater, Inc. is based in Irvine, California, we work within the public works, water, sewer, stormwater, gas and private sector markets throughout the United States and Canada. In total, iWater, Inc. services over 450 customers across the country.



We believe that dedication is the key to success. Our Company would not have been successful today if managers and employees were not dedicated and committed to our goals and mission-vision.



Our company been in this industry for more than twenty-two years, and it proves that we know how to make business processes more straightforward.



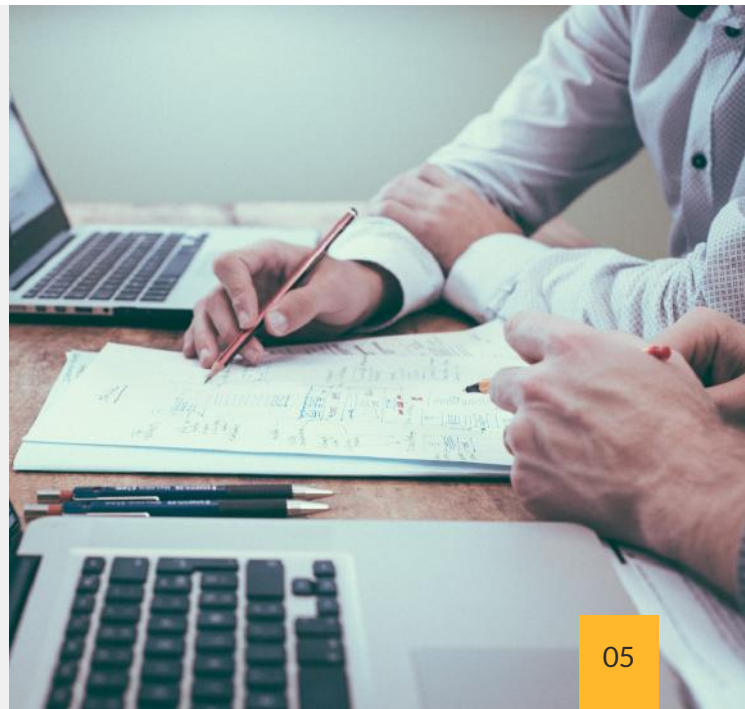
OUR EXPERTISE

Licensed A-General Engineering Contractor in California employing DHS Certified Staff for performing field work. iWater, Inc., has provided information to over 100 Southern California cities covering almost 4000 square miles of infrastructure. This has included:

- Creating and updating maps of water, sewer, storm water and fire systems.
- Operating and repairing valves and hydrants.
- Fire flow testing and unidirectional flushing.
- Converting paper and outdated system maps to GIS-based technology.

We understand our clients' needs and provide them with tailored support to help them run their utility or city efficiently and effectively.

We have hundreds of happy clients, and we love getting to know them. Establishing great relationships with our clients from the heart is one of the core values of our business.



PREVIOUS PROJECTS



San Juan Capistrano, CA

The City of San Juan Capistrano contracted iWater to perform a multi-year Valve and Hydrant Assessment. This project consisted of exercising all residential and arterial valves (4,086) including capturing GPS Coordinates (Sub-Meter Accuracy). Valve lids were removed and crews vacuum cleaned the can. iWater field crews operated valves completely from open to closed position, two times, and recorded the number of turns and any characteristics like hard to turn, packing leak, inoperable, unable to locate or needing repair.

iWater Field Crews performed flushing on 1,698 Hydrants within the water system based on a pre-planned route. Starting at or near a source of supply and working outward the operator would close the hydrant isolation valve and verify closure by opening the 4" port on a hydrant. After confirmation, closed the 4" port and opened the isolation valve slowly. Lastly the 4" hydrant port was opened and flushed to remove water in the lateral. Flushed water was diffused through a dechlorinator and coconut baffles used to keep water in the gutter. Chlorine Residuals were also captured for Water Quality purposes.



Rowland Water District, CA

Rowland Water District contracted iWater to perform a multi-year Valve Assessment. This included the exercising of 3,550 valves and GPS'ing valves to Sub-Foot Accuracy. All data including condition, depth to nut, torque and turns were provided back to the District, so that the GIS could be updated based on iWater Field Crews findings.



La Habra, CA

Provided GPS Data Collection and GIS updates for 30,000+ Water and Sewer Assets. As part of this project iWater Field Crews exercised 3,800 valves. All updates are now available in their *infraMAP*® Cloud Maintenance Management System.

PROJECT APPROACH

▶ Valve Exercising

iWater will establish a valve maintenance service program providing a complete turnkey solution for valve maintenance, documentation of valve operation, condition and whether or not a valve lid needs to be raised. All data will be recorded directly into the City of Santa Fe Springs's *infraMAP®* Cloud Maintenance Management Software which generates real time data including operation information and torque data.

iWater field crews are equipped with state-of-the-art technology. Trucks are fully outfitted with advanced vacuum systems to clear any obstructions that may be present in the valve can. iWater valve exercising follows AWWA procedures with the lowest amount of torque applied and the maximum of 400 ft/lbs of torque will be applied. Additional torque and valves greater than 14" will be attempted after notification is made to the City of Santa Fe Springs (project manager or water superintendent) and a schedule will be defined for the operation. Each isolation valve shall be exercised until complete closure is achieved or will be noted if a problem exists. If a valve cannot be turned by hand, an on-board EH Wachs ERV-750 hydraulic valve machine will be utilized to safely operate the valve.

iWater trucks have arrow boards, warning lights and provide proper delineation/signage for each project. Proper traffic delineation as outlined in the WATCH handbook will be followed at all times.

▶ Valve Lid Painting

Distribution Valve lids will be painted Blue and Hydrant Valves Half Blue/Half Yellow after each valve has been successfully exercised. White paint will be used for Inoperable Valves. The City of Santa Fe Springs shall supply lids and cans as needed for repairs while performing valve maintenance on this project.

▶ GPS Data Collection

All valve features not currently in the GIS will be GPS'd at Sub-Foot Accuracy or Better. At least six satellites are required to be considered accurate with real-time differential correction.

GPS Accuracy will also be recorded into the database so that team members can QA/QC the accuracy of each GPS Point.

PDOP (Position Dilution of Precision) shall be less than 5 for this project with an Elevation Mask of 15 degrees above the horizon.



▶ RESULT

The City of Santa Fe Springs will receive a finished product of properly operating Water Distribution System Valves. All data collected during the project will be available via *infraMAP®* Cloud. Tasks will also be created for valves that may need repair, replacement and inoperable.

TASKS

1

Kick-Off Meeting

Conducted by both iWater project staff and the City of Santa Fe Springs project management team, we will meet on-site to review and define the project plan. iWater staff will discuss the project plan and approach, along with expected results from each phase.

2

Valve Exercising

iWater DHS Certified field crews will perform valve exercising once notified by the City of Santa Fe Springs to commence system valve maintenance. New valves will also be GPS'd (Sub-Foot Accuracy) if not already in GIS. At minimum, the following attribute data will be included for the scope of this project.

- A unique identification number
- Date of operation
- Valve size (in inches)
- Valve type (gate or butterfly)
- Operating nut depth
- Close direction
- Normal position - open/closed
- Number of turns to achieve full closure
- High torque
- Valve condition
- Valve discrepancies (categories and details to be provided by City)
- Time recorded
- Operator name
- Latitude
- Longitude

3

GIS Editing

QA/QC shall continue throughout the entire project. iWater GIS Specialist will monitor the project and adjust water main's where necessary. This will be based on new valves that are GPS'd during the valve exercising program.

4

Spatially Accurate GIS

Upon project completion the City of Santa Fe Springs will have a complete valve maintenance plan. *infraMAP®* Cloud will be continually updated so that the City has the latest and most accurate information available at their fingertips.

iWater, Inc.

12 Goodyear Ste 130
Irvine, CA 92618
949.768.4549
iwater.admin@iwater.org
www.iWater.org



Estimate

ADDRESS
Santa Fe Springs, City of
Accounts Payable
12636 Emmens Way
Santa Fe Springs, CA 90670

ESTIMATE 208574
DATE 06/17/2024
EXPIRATION DATE 07/31/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Valve Service	Clean, Operate, and Document Valve Status. Customer will receive database report and printed maps of project area.	1,741	89.00	154,949.00

Estimate pricing valid for 30 days. Line items and services are billed when delivered. Payment is due 30 days from date of invoice.

SUBTOTAL	154,949.00
TAX	0.00
TOTAL	\$154,949.00

Accepted By

Accepted Date

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor 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 Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor 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 Contractor 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.

Workers' compensation insurance. Contractor 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).

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

Other provisions or requirements

Proof of insurance. Contractor 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. Contractor 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 Contractor, or Contractor's agents, representatives, employees or subContractors.

Primary/noncontributing. Coverage provided by Contractor 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 Contractor or the City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subContractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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. Contractor 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 Contractor'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. Contractor agrees to ensure that its subContractors, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, subContractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor'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. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor 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: Fernando N. Muñoz, CMC, Deputy City Clerk

SUBJECT: MINUTES OF THE MARCH 28, MAY 2, AND MAY 25, 2024 SPECIAL CITY COUNCIL MEETINGS

DATE: July 16, 2024

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:

- Special Council Meeting of March 28, 2024
- Special Council Meeting of May 2, 2024
- Special Council Meeting of May 25, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. March 28, 2024 Special Meeting Minutes
- B. May 2, 2024 Special Meeting Minutes
- C. May 25, 2024 Special Meeting Minutes

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



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

March 28, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 5:04 p.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CITY COUNCIL

STUDY SESSION

1. FY 2024-2025 BUDGET WORKSHOP – DEPARTMENT PRESENTATIONS

City Manager, René Bobadilla provided information on the budget process and articulated the steps that are going to be taken for this presentation and future budget workshops. He highlighted the organizational changes amongst departments, and also talked about budget changes which include consolidating activities and quarterly updates.

Director of Finance, Lana Dich talked about budget basics and revenue and expenditure tables. She talked about department budgets and also talked about the capital improvement plan, water fund, and other related financial and operational appendices. She elaborated on collaboration and partnerships within departments. She talked about the budget preparation timeline, and City Manager Bobadilla provided additional information on budget preparation and closing procedures. Director Dich continued to talk about the general fund and other funding sources, which highlighted the major dependence on sales tax. Lastly, she talked about the future outlook of the City and introduced Assistant City Manager, Nicholas Razo to talk about the City Manager's Department. He highlighted the specific responsibilities of the City Clerk's Office, Human Resources Office, and IT Office. He talked about the proposed budget positions for Human Resources, and also highlighted noteworthy budget talking points for the current fiscal year.

Mayor Pro Tem Rounds talked about the SASSFA offerings, such as meals on wheels and asked if the City could increase the donation amount for SASSFA from \$20,000 to \$35,000. Councilmember Zamora asked for an increase to the Little Lake Enrichment Foundation, from \$2,500 to \$5,000. It was agreed to increase the amount to \$10,000 and

also to condense certain expenditures into broader categories. Specific items would be tracked separately.

Director of Community Development, Cuong Nguyen provided an introduction to the Community Development Department. In terms of proposed positions, his goal is to reclassify the administrative assistant to executive assistant and to fill the vacant City Planner position. He talked about noteworthy achievements during the current fiscal year including the opening of the Chick-Fil-A restaurant on Telegraph Road, and also the updated zoning ordinance and zoning map in alignment with the 2040 General Plan.

Director of Community Services, Maricela Balderas provided information on the Community Services Department, and showcased her proposed organizations for the upcoming fiscal year. She talked about noteworthy highlights from the Community Services administration, Library & Cultural Services, and Family & Human Services divisions. She highlighted the objectives for the upcoming fiscal year for each department. City Manager Bobadilla provided information on a proposed CAP Program to provide in-field mental and physical health services and resources for un-housed individuals & families in conjunction with the Fire and Police Services Departments.

Director of Finance and Administrative Services, Lana Dich provided an introduction to her department, including proposed positions for the upcoming fiscal year. She talked about the essential services provided by Finance, and also provided information on the new services implemented during the current fiscal year such as ACH/ Direct Deposit Payment options, introduction of Planet Bids, and issued an RFP for water utility billing software. Lastly, she talked about goals and objections for the upcoming fiscal year as well as supplemental budget requests.

Fire Chief, Chad Van Meeteren introduced the Department of Fire-Rescue and provided an overview of the department, including the administration, suppression, prevention, and environmental divisions. He talked about noteworthy budget highlights like the grants received. He also talked about the implementation of the “Healing Our Own” Program which establishes a peer-to-peer mental health awareness program, as well as the implementation of a digital plan review. He talked about the plans for the upcoming fiscal year, such as the study for an additional paramedic unit to serve the community and an ambulance feasibility study. Additional goals include purchasing of fire equipment, updating the local hazard mitigation plan, and fire headquarters office space update. He added that the department will continue to pursue grants and also update the aging 1958 Seagrave Fire Truck.

Director of Parks and Recreation, Gus Hernandez spoke about the special events, sports, classes, and activities offered to City residents. He spoke about the proposed additions to his department for the next fiscal year, and also talked about the noteworthy highlights for the current fiscal year such as the number of classes and attendants at City events. He outlined Goals and Objectives such as the establishment of a master plan for recreation facilities, and the fostering of relationships for resource optimization. Council was in agreement that the health of residents and staff continues to be a top priority.

Director of Police Services, Dino Torres spoke about his department which oversees the management of law enforcement services within the City. It is comprised of administrative

personnel, public safety officers, code enforcement inspectors, Family & Youth Intervention Team, and Whittier Police Department officers. He provided noteworthy accomplishments such as the increased number of ALPR Cameras and the security camera rebate program. Some of the goals for the upcoming fiscal year include to enhance crime prevention efforts and traffic safety, as well as to advance the use of technology to improve services.

Director of Public Works, James Enriquez provided information about his department, including notable achievements which include the relocation of the Building & Safety services from Planning to Public Works, and the rapid storm response times. He also spoke about the noteworthy budget highlights during the current fiscal year, such as the delivery of CIP projects and the initiation of restructuring of the Municipal Services Yard for increased operational efficiency. He talked about objectives for the next fiscal year which include improve coordination with LA County Consolidated Sewer Maintenance District, and the growth of the Environmental Services Division.

City Manager Bobadilla provided closing comments on the budget process. Mayor Sarno commended staff on the progressive changes to the budget preparation. Council provided closing comments.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 8:54 p.m.

Jay Sarno
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

May 2, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 4:30 p.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CITY COUNCIL

1. **CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, Santa Fe Springs Management and Confidential Employees' Association, and Santa Fe Springs Executive Management Association

Mayor Sarno recessed the meeting at 4:31 p.m.

Mayor Sarno reconvened the meeting at 5:01 p.m.

2. **CLOSED SESSION REPORT**

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

STUDY SESSION

3. **FY 2024-2025 BUDGET WORKSHOP # 2 – DEPARTMENT PRESENTATIONS**

City Manager, René Bobadilla provided a brief recap of the budget workshop, where the budget was defined, and the budget timeline was introduced, and each department provided an overview of accomplishments during the current fiscal year. He explained that the purpose of this second workshop was to provide an overview of next fiscal year's budget and to review expenditures at the department level to identify specific changes impacting the budget.

Director of Finance, Lana Dich then spoke about the proposed budget highlights which detailed funding for new positions and position adjustments, funding for labor agreements, and funding to implement a class and compensation study. She provided a general fund summary and briefly touched on the sales tax history of the city, while also providing details about the monetary “buckets” that have been implemented to keep balances for things such as unfunded liability, CIP projects, equipment replacement, and economic contingencies. Lastly, she presented information on the annual pension costs and funding plan, while also providing an overview of Kosmont Companies, who provides pension advisory experience.

Assistant City Manager, Nicholas Razo began the department presentations by talking about the proposed budget for the City Manager’s Office, which totals \$9.30 million. He provided details on the Community Organization Support Budget which includes new support for local high schools. Lastly, he talked about proposed personnel changes and a focus on completing the IT Assessment.

Director of Public Works, James Enriquez spoke about his proposed budget for his department which totals \$19.9 million: \$15.4 million for maintenance services and \$4.5 million for engineering services. He provided details on the highlights for next year’s changes which include adding a Civil Engineer Assistant I and a Principal Engineer, while also including additional engineering and safety consultants. On the maintenance side, he highlighted the need for additional funding to maintenance and operation issues such as equipment maintenance, streets, parks, and facilities upkeep. He concluded by highlighting the position listings for the engineering, maintenance, and water divisions.

Director of Police Services, Dino Torres spoke about his proposed budget which totals \$20.1 million. He highlighted the additions to personnel, which include a Lead Public Safety Officer, a Public Safety Officer II, and a Management Analyst II. He also underlined the move of the Emergency Preparedness division to the Fire, the move of Facilities Operation to Public Works, and the Family and Youth Intervention move to Parks and Recreation. Lastly, he detailed the Police Services contract cost with the City of Whittier to be \$12.7 million.

Director of Parks and Recreation, Gus Hernandez provided an overview of his newly created department, with a proposed budget of \$6.29 million. He highlighted the changes for the upcoming fiscal year which include 6 new positions, the incorporation of a Parks & Recreation Manager, a supervisor for ballfield maintenance, and the creation of a Parks Master Plan.

Fire Chief, Chad Van Meeteren explained the proposed budget for his department which totals \$26.7 million. Some of the highlights include the addition of a Housing Compliance Inspector I, a Management Analyst I, and a refinement of the Local Hazard Mitigation Plan and a Community Emergency Response Team (CERT). He also spoke on the need for environmental consultants, replacement of certain emergency vehicles, and the creation of a Community Assistance Program, which provides a dedicated mobile response unit.

Director of Finance, Lana Dich gave an overview of her department with an estimated budget of \$7 million. Highlights include the addition of a Principal Accountant, Account

Clerk, and an Executive Assistant, as well as new software such as Planet Bids and ClearGov that will help the City stay current with modern technology.

Family & Human Services Manager, Ed Ramirez provided an overview of the Community Services Department, which totals \$8.3 million. He talked about specific changes to personnel include the absorption of Transportation Services, reclassification of various full-time positions, and additional funds for hourly positons. Additional goals for the next fiscal year include the expansion of Human Services resources, expansion of Transit Services with weekend operations, and the initiation of a City re-branding campaign.

Director of Community Development, Cuong Nguyen provided information on his department with an estimated budget of \$2.91 million. Highlights and changes include the removal of the Building division, a comprehensive zoning code update, the incorporation of consultant services for things such as objective development standards, and new software/hardware (RealQuest).

Council thanked staff for their presentations.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 7:05 p.m.

Jay Sarno
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

May 25, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 8:08 a.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CITY COUNCIL

1. CLOSED SESSION

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Mayor Sarno recessed the meeting at 8:09 a.m.

Mayor Sarno reconvened the meeting at 9:29 a.m.

2. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai, reported that the closed session item would be continued at the conclusion of the regular agenda.

CONSENT AGENDA

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

RECOMMENDATION: It is recommended that the City Council:

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

It was moved by Councilmember Martin, seconded by Councilmember Zamora, to approve and authorize the City Manager to execute Amendment Number One to the Professional Services Agreement with TeamCivX, LLC for communication and Information Services, and take such additional, related action that may be desirable, by the following vote:

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

Noes: None

Absent: None

Abstain: None

STUDY SESSION

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

City Manager, René Bobadilla began by talking about the major differences between this proposed budget and previous budgets. He spoke about the organizational changes and also the new format which details revenue summary and revenues by major categories. The new budget also shows total expenditures by departments as opposed to having splintered costs that used to span across several departments, such as the cost of utilities.

Director of Finance, Lana Dich explained the FY 23-24 General Fund Year-End Projection and as well as the general fund, water fund, and special revenue. The water fund deficit is under 1 million for the current fiscal year because money was pulled from general fund to help bring down amount owed. City Manager Bobadilla added that water issues need to be addressed in the near future, as it is expensive to keep purchasing water. Councilmember Zamora asked about water rights. Director of Public Works, James Enriquez answered that there is ongoing pricing negotiations, but nothing has been finalized.

Assistant City Manager, Nicholas Razo talked about City Manager's Office budget. He highlighted the incorporation of the Human Resources and Information Technology divisions under the City Manager department, as well as the combination of certain community organization support details. Lastly, he provided details about the IT assessment. Councilmember Zamora asked about an internship summer program for middle school aged children. Council gave direction to have the City Manager work with Human Resources into how the program can be implemented and incorporated.

Director of Public Works, James Enriquez talked about the proposed changes for the upcoming fiscal year, which include adding personnel and in the engineering and maintenance sections. Mayor Sarno asked about available consultants, and Director Enriquez said that they can pull from already established lists in case there is a specific job that needs to be completed. Mayor Sarno requested to increase the amount to \$220,000 to street maintenance (asphalt/concrete repair). City Manager Bobadilla gave direction to move \$220,000 from M&O to the CIP project total.

Director of Police Services, Dino Torres began his presentation by speaking about the budget highlights which include the addition of new positions. Mayor Sarno asked about increases in code enforcement. Director Torres stated that the increase is due to two additional positions. Councilmember Martin asked about partnering with SEAACA for licensing and capture. Director

Torres explained revenue sharing and highlighted the customer service provided by in-house staff. City Manager Bobadilla said that they will look into partnering with SEAACA and will bring an item back at a subsequent meeting.

Director of Parks & Recreation, Gus Hernandez talked about how park maintenance was overseen by Public Works but will now be overseen by Parks & Recreation in the form of field maintenance and staffing. Councilmember Zamora suggested running tournaments in-house. Mayor Pro Tem Rounds asked about the maintenance of the grounds around the sculpture garden. City Manager Bobadilla answered that amendments with Merchants are in talks to add additional items to existing agreements, which would incorporate the grounds surrounding the sculpture garden.

Fire Chief, Chad Van Meeteren introduced his budget changes, which include the addition of a Housing Compliance Inspector I and a Management Analyst I. Mayor Sarno asked about the possibility of inspecting homes that are being sold to ensure that they are compliant with city laws. Chief Van Meeteren said that they are meeting staffing needs, and that there is an ongoing study to assess their effectiveness. Councilmember Zamora asked how often Fire inspects facilities, to which Fire Chief Van Meeteren responded that hazardous materials inspections are conducted once a year. Council directed to use funds from the Heritage Arts fund to maintain the Seagrave Pumper (Wheezer).

Family & Human Services Manager, Ed Ramirez provided information on the upcoming Community Services budget, which includes the creation of the Creative Media & Communications team and the incorporation of Transportation Services from Public Works. Councilmember Zamora asked about the Community Services Supervisor position for busses. City Manager Bobadilla stated that talks are ongoing of having those operations operate out of the Gus Velasco Neighborhood Center. Council provided direction to consolidate the Fiestas Patrias and Fiestas de Octubre events, and to explore the possibility of hosting the 5K in May during City's birthday.

Director of Community Development, Cuong Nguyen talked about his budgeted changes, which include the removal of the Building Division to Public Works and the reclassification of an Administrative Assistant II to Executive Assistant. He also talked about a comprehensive zoning code update.

City Manager Bobadilla concluded the presentation by providing information about potential measures on the November ballot.

1. CLOSED SESSION (CONTINUED)

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Mayor Sarno recessed the meeting at 12:11 p.m.

Mayor Sarno reconvened the meeting at 12:55 p.m.

2. CLOSED SESSION REPORT (CONTINUED)

City Attorney, Ivy M. Tsai provided a closed session report: Direction was given to staff

and no reportable action was taken.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 12:55 p.m.

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Jay Sarno
Mayor

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: Ivy M. Tsai, City Attorney

SUBJECT: **SECOND READING OF ORDINANCE NO. 1140 AMENDING SECTION 38.21 OF THE CODE OF SANTA FE SPRINGS RELATING TO THE DRAWING OF WARRANTS**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1140:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

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

FISCAL IMPACT

N/A

BACKGROUND

Government Code section 53910 provides that the City Council may by resolution authorize practices with respect to form, issuance, delivery, endorsement, and payment of warrants it deems convenient, efficient and in the public interest, conforming substantially to those practices specified in Government Code Sections 53911, 53912, 53913, or 53915. The City Council previously adopted Resolution No. 9015 regarding the payment of warrants pursuant to Government Code section 53910.

**Ordinance No. 1140 Amending Section 38.21 of the Code of Santa Fe Springs
Relating to the Drawing of Warrants**

Page 2 of 2

Section 38.21 of the Code of Santa Fe Springs contained outdated provisions regarding the processing of warrants. The attached Ordinance No. 1140 clarifies that the processing of warrants shall be as set forth by a resolution of the City Council in accordance with applicable state law. Ordinance No. 1140 also allows the Mayor or the City Manager to sign warrants unless otherwise set forth in a resolution of the City Council.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Ordinance No. 1140 will be effective 30 days after adoption.

ATTACHMENT(S):

A. Ordinance No. 1140

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

ORDINANCE NO. 1140

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.21 OF CHAPTER 38 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE DRAWING OF WARRANTS

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

SECTION 1. Section 38.21 of Title III of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 38.21 DRAWING OF WARRANT.

A warrant is drawn upon funds of the city treasury. The City Council may authorize practices with respect to form, issuance, delivery, endorsement, and payment of warrants by resolution in conformance with applicable state law. Except as may otherwise be set by resolution of the City Council, warrants will be signed by the Mayor or the City Manager and countersigned by the Director of Finance and Administrative Services in the director's capacity as Treasurer.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jay Sarno, Mayor

Fernando Muñoz, Deputy 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: Ivy M. Tsai, City Attorney

SUBJECT: SECOND READING OF ORDINANCE NO. 1141 RELATING TO COUNCIL COMPENSATION

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Ordinance No. 1141:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO COUNCIL COMPENSATION

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

FISCAL IMPACT

The compensation set forth in the Ordinance is incorporated into the fiscal year 2024-2025 budget.

BACKGROUND

Government Code section 36516 sets forth the requirements for setting City Council salaries. Senate Bill 329 was passed in 2023 and amended Government Code section 36515 in order to increase city council salaries to reflect the important work done by city council members, to take into account the impacts of inflation and economic realities on those who serve as city council members, and to encourage people to consider service as council members by making the compensation more reflective of the time and work being performed.

Ordinance No. 1141 Relating to Council Compensation

Page 2 of 2

The salary of City Council members has not been adjusted since 2012. Staff recommends the adoption of Ordinance No. 1141 to increase the existing monthly salary by five percent to \$1,019.38 based on the findings set forth in the Ordinance. This reflects a modest increase well within the limits set forth in Government Code section 36516.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Pursuant to Government Code section 36516.5, the salary adjustment will take effect for all council members upon a council member beginning a new term in office.

ATTACHMENT(S):

A. Ordinance No. 1141

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

ORDINANCE NO. 1141

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.03 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL COMPENSATION

WHEREAS, Government Code section 36515(a) establishes city council salaries and provides for specified increases; and

WHEREAS, Senate Bill 329 was passed in 2023 and amended Government Code section 36515 in order to increase city council salaries to reflect the important work done by city council members, to take into account the impacts of inflation and economic realities on those who serve as city council members, and to encourage people to consider service as council members by making the compensation more reflective of the time and work being performed; and

WHEREAS, the salary of the Santa Fe Springs City Council has not been increased since 2012; and

WHEREAS, the City Council finds that an increase in salary within the limits set forth in Government Code section 36515 will help support the governance of the City and takes into account the importance of such governance and the impacts of inflation and economic realities.

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

SECTION 1. Section 30.03 of Title III of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 30.03 SALARY OF COUNCIL MEMBERS.

In accordance with the provisions of Section 36516 of the Government Code, the compensation of the members of the City Council shall be \$1,019.38 per month. Pursuant to the provisions of Section 36516.5 of the Government Code, this section shall take effect as to all Council members when one or more members begin a new term of office following the 2024 general municipal election.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Jay Sarno, Mayor

Fernando Muñoz, Deputy 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: Lana Dich, Director of Finance

SUBJECT: **ADOPTION OF THE CITY'S FISCAL YEAR 2024-25 INVESTMENT POLICY**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopts of the City's Fiscal Year 2024-25 Investment Policy

FISCAL IMPACT

None

BACKGROUND

Prior to January 1, 2005, State statute required the City Treasurer to render to the City Council an annual Investment Policy ("Policy"). Although the law changed to eliminate this requirement, an annual review of the Policy for legal compliance and subsequent submittal to the City Council is a good fiscal practice.

Mr. Richard D. Babbe, Senior Managing Consultant with PFM Asset Management, LLC ("PFMAM"), regularly meet with Staff to review the City's investment portfolio performance, including discussion on compliance with the City's Policy and any recommended changes to the Policy.

ANALYSIS

NA

ENVIRONMENTAL

NA

DISCUSSION

The current Policy was originally adopted on June 25, 2015. Minor updates have been made since that time to ensure compliance with changes to the California Government Code ("Code").

At this time, PFMAM is recommending the City update two policy sections. First, PFMAM recommends that City add a sentence to the Section 8. Authorized and Suitable Investment toe state that a security's term to maturity at purchase is measured from settlement date. This will eliminate any uncertainty on how to determine a security's term to maturity at purchase. This incorporates a Code revision made as part of Senate Bill 1489, which took effect January 1, 2023. This Bill made explicit that an investment's remaining maturity is to be measured from the settlement date of the purchase to its final maturity.

Second, PFMAM recommends the City update Section 8.16 Asset-Back Securities (ABS) to incorporate a minor Code revision that took effect January 1, 2024. Senate Bill 882, Local Government Omnibus Act of 2023, made various minor edits to state statues, including a change to Code Section 53601(o). The Bill codified the common Code interpretation that mortgage-backed securities issued by federal agencies are excluded from the Code's requirements described in Section 53601(o) for privately issued assets- and mortgage-backed securities. This changes does not otherwise modify the Code's or the Policy's requirements for the purchase of agency mortgage-backed securities.

The current Policy with recommended changes and the final version from PFMAM outlining the recommended changes are attached to this report.

The current policy is in compliance with the requirements of the Code and are modeled after the recommended language endorsed by the California Municipal Treasurer's Association ("CMTA"). The proposed policy retains the existing overall investment objectives, in priority order, to be (1) safety (2) liquidity and (3) return on investment:

Safety — Safety of principal is the foremost objective of the investment program.

Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.

Liquidity — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.

Adoption of the City's Fiscal Year 2024-25 Investment Policy

Page 3 of 3

Return on Investment — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

SUMMARY/NEXT STEPS

Once approved, the Investment Policy will be sent to CMTA for certification.

ATTACHMENT(S):

- A. City Investment Policy (current Policy with revisions)
- B. City Investment Policy (final version)

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

City of Santa Fe Springs
Investment Policy
June 30, 2024

Deleted: 6, 2023

1. Policy

The intent of the Investment Policy of City of Santa Fe Springs is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

The City will invest its funds in such a manner as to comply with applicable state laws (California Government Code Section 53600, et seq. and 53630, et seq.), ensure prudent money management, provide for daily cash flow needs, and meet the City's investment objectives.

2. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

Except for funds in certain restricted and special funds, the City commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.

3. Prudence

The standard of prudence to be used by those authorized to invest on behalf of the City will be the "prudent investor" standard and will be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

4. Objectives

The primary objectives, in priority order, of the investment activities of the City are:

1. **Safety** — Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity** — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.
3. **Return on Investment** — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

5. Delegation of Authority

The City Council's management responsibility for the investment program is hereby delegated for a one-year period to the City Treasurer. Subject to review, the City Council may renew the delegation of authority pursuant to this section each year. The City Treasurer, and the Treasurer's designees, will monitor and review all investments for consistency with this Investment Policy. The City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

6. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

7. Authorized Financial Dealers and Institutions

The City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This

will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

8. Authorized and Suitable Investment

The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type. [An investment's term to maturity at purchase is measured from the investment's settlement date to its final maturity.](#)

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a nationally recognized statistical rating organization (NRSRO). Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year

must be rated in a rating category “A-1,” its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

5. **Bankers' Acceptances.** Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of “A-1,” its equivalent, or better by a NRSRO.
6. **Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of “A,” its equivalent or higher by a NRSRO.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of “A-1,” its equivalent or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper.

7. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated in a rating category of “A,” its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.
8. **Bank Deposits.** FDIC-insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits (“TCDs”) and other types of bank deposits in a state or national bank, savings association or federal association, federal or state credit union in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. In accordance with California Government Code Section 53635.2, to be eligible to receive City deposits, a financial institution will have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. The City will have a signed agreement with any depository accepting City funds per Government Code Section 53649.

The maturity of TCDs may not exceed three years. No more than 30% of the City's portfolio may be invested in TCDs.

9. **Deposit Placement Services.** The City may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration. Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

No more than 30% of the City's investment portfolio may be invested in deposit placement service deposits. No more than 10% of the City's portfolio may be invested with any one selected depository for placement services.

The City will monitor the financial institutions selected by deposit placement services to ensure that the City does not deposit more than the amount eligible for FDIC insurance in a single financial institution through non-negotiable CDs and deposit placement services.

10. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Eligible negotiable CDs with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's investment portfolio may be invested in negotiable CDs.
11. **State of California's Local Agency Investment Fund (LAIF).** The State Treasurer established LAIF for the benefit of local agencies. The City can invest up to the maximum amount permitted by the State Treasurer.
12. **Los Angeles County Pooled Fund.** The Los Angeles County Treasurer manages a Pooled Fund, in which the City can invest funds that are needed for short-term liquidity.
13. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, etseq.). To be eligible for investment pursuant to this subdivision these companies will either:
- Attain the highest-ranking letter or numerical rating provided by not less than two of the three largest NRSRO or
 - Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

No more than 20% of the City's portfolio may be invested in money market funds.

14. **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
- The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
 - The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
15. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of "AA," its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.
16. **Asset-Backed Securities (ABS).** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivisions (1) or (2) above, the following limitations apply:
- The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.
 - No more than 20% of the City's portfolio may be invested in ABS.

9. Prohibited Investments

Investments not described herein, including but not limited to stocks, inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for purchased by the City, except as authorized by California Government Code Section 53601.6. The City will not leverage or borrow money for the purpose of investing.

10. Local Investment

The City will strive to make investments that benefit the local area. Placing monies in local commercial banks is one method of promoting this goal. Deposits may be placed

Deleted: of a maximum remaining maturity of five years or less. Eligible securities must be rated, by a NRSRO, in a rating category of "AA," its equivalent or higher. No more than 20% of the City's portfolio may be invested in ABS.

City of Santa Fe Springs
with local commercial banks up to the amount insured by the FDIC.

Investment Policy

11. Non-Discrimination

The City has an obligation to be aware of the social and political impacts of its investments and to act responsibly in making its investment decisions. The City will not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual preference, or physical disability.

12. Review of Investment Portfolio

California Government Code requires compliance be measured only at the time of purchase. Balance fluctuations can cause sector and issuer percentages to rise above the limits described above and changes in the financial environment can cause ratings to fall below minimum requirements. While these situations do not constitute non-compliance, the City Treasurer will monitor for these situations and decide whether they warrant making changes to the portfolio. Instances of non-compliance will be reported to the City Council at least quarterly, if any arise.

13. Investment Pools

The City will complete due diligence for any pooled investments the City invests in. The City Treasurer will collect and evaluate the following information for each pool/fund:

- Permitted investments and objectives
- Description of interest calculations
- Method/frequency of interest distribution
- Treatment of gains and losses
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- Description of eligible investors
- Limits/minimum account sizes, type of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

14. Collateralization

Collateralization is required for deposits. Deposits must be collateralized as specified under Government Code Section 53630, et seq. The City, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Funds may be deposited in active or inactive accounts, but may not exceed the total paid-up capital and surplus in any depository.

15. Safekeeping and Custody

All deliverable securities owned by the City, will be kept in safekeeping/custody by a third-party bank's trust department. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping/custody bank prior to the release of funds.

16. Maximum Maturities

Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the City to meet all projected obligations.

The City may not invest in a security that exceeds five years from the date of purchase unless the City Council has provided at least 90 days prior approval for a specific purpose.

17. Internal Controls

The City Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

18. Performance Standards

The City Treasurer will establish a performance benchmark consistent with the City's investment strategy and supportive of the City's investment objectives.

19. Reporting Requirements

The City Treasurer will render a quarterly report to the City Council and City Manager within 45 days following the end of the quarter covered. The report will include at least:

- List of all investments owned by the City
- List transactions as required by California Government Code 53607 when City Council has delegated authority
- Investment type
- Issuer
- Maturity date
- Total par and dollar amount invested
- Description of any funds, investments, or programs managed by an advisor or other outside party
- Market value of the investment portfolio as of the date of the report, and the source of this valuation
- Statement as to whether the City's investments comply with the Investment Policy, and if not, why not
- Statement denoting the ability of the City to meet its expenditure requirements for the next six months

20. Investment Policy Adoption

The City's Investment Policy will be adopted by resolution of the City Council. The Policy will be reviewed annually by the City Council and any modifications made thereto must be approved by the Council.

21. Glossary

See attached Appendix A.

APPENDIX A GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

APPENDIX A

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio.

Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

City of Santa Fe Springs

Investment Policy

June 30, 2024

1. Policy

The intent of the Investment Policy of City of Santa Fe Springs is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

The City will invest its funds in such a manner as to comply with applicable state laws (California Government Code Section 53600, et seq. and 53630, et seq.), ensure prudent money management, provide for daily cash flow needs, and meet the City's investment objectives.

2. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

Except for funds in certain restricted and special funds, the City commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.

3. Prudence

The standard of prudence to be used by those authorized to invest on behalf of the City will be the "prudent investor" standard and will be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

4. Objectives

The primary objectives, in priority order, of the investment activities of the City are:

1. **Safety** — Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity** — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.
3. **Return on Investment** — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

5. Delegation of Authority

The City Council's management responsibility for the investment program is hereby delegated for a one-year period to the City Treasurer. Subject to review, the City Council may renew the delegation of authority pursuant to this section each year. The City Treasurer, and the Treasurer's designees, will monitor and review all investments for consistency with this Investment Policy. The City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

6. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

7. Authorized Financial Dealers and Institutions

The City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This

will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

8. Authorized and Suitable Investment

The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type. An investment's term to maturity at purchase is measured from the investment's settlement date to its final maturity.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a nationally recognized statistical rating organization (NRSRO). Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year

must be rated in a rating category “A-1,” its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

5. **Bankers' Acceptances.** Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of “A-1,” its equivalent, or better by a NRSRO.
6. **Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of “A,” its equivalent or higher by a NRSRO.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of “A-1,” its equivalent or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper.

7. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated in a rating category of “A,” its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.
8. **Bank Deposits.** FDIC-insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits (“TCDs”) and other types of bank deposits in a state or national bank, savings association or federal association, federal or state credit union in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. In accordance with California Government Code Section 53635.2, to be eligible to receive City deposits, a financial institution will have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. The City will have a signed agreement with any depository accepting City funds per Government Code Section 53649.

The maturity of TCDs may not exceed three years. No more than 30% of the City's portfolio may be invested in TCDs.

9. **Deposit Placement Services.** The City may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration. Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

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 - a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
 - c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
15. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of “AA,” its equivalent or better by a NRSRO. No more than 30% of the City’s portfolio may be invested in supranationals.
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California Government Code requires compliance be measured only at the time of purchase. Balance fluctuations can cause sector and issuer percentages to rise above the limits described above and changes in the financial environment can cause ratings to fall below minimum requirements. While these situations do not constitute non-compliance, the City Treasurer will monitor for these situations and decide whether they warrant making changes to the portfolio. Instances of non-compliance will be reported to the City Council at least quarterly, if any arise.

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Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the City to meet all projected obligations.

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- Investment type
- Issuer
- Maturity date
- Total par and dollar amount invested
- Description of any funds, investments, or programs managed by an advisor or other outside party
- Market value of the investment portfolio as of the date of the report, and the source of this valuation
- Statement as to whether the City's investments comply with the Investment Policy, and if not, why not
- Statement denoting the ability of the City to meet its expenditure requirements for the next six months

20. Investment Policy Adoption

The City's Investment Policy will be adopted by resolution of the City Council. The Policy will be reviewed annually by the City Council and any modifications made thereto must be approved by the Council.

21. Glossary

See attached Appendix A.

APPENDIX A

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

APPENDIX A

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



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: ORDINANCE NO. 1142 – TO AMEND CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 2) Waive further reading and introduce Ordinance No. 1142 by title, amending Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Amending the written language of the Santa Fe Springs Municipal Code will not have a fiscal impact.

BACKGROUND

Amendments to Chapter 154 (Subdivisions)

Currently, the Santa Fe Springs Municipal Code is silent on the procedures for processing lot line adjustments, lot consolidations and lot mergers/unmergers. Staff recommends the proposed Ordinance (Attachment A, Exhibit A) to define and identify those procedure:

- Section 154.20 is a new section that defines a lot line adjustment, a lot consolidation, a lot merger, and a lot unmerger.
- Section 154.21 is a new section to establish the application procedures for the previously mentioned subdivision maps.
- Section 154.22 is a new section that outlines the steps to finalize and record the previously mentioned subdivision maps.

ANALYSIS

The proposed Ordinance will create local standards for the processing of lot line adjustments, lot consolidations, lot mergers, and lot unmergers. This Ordinance aims to streamline the process of modifying property lines between adjacent lots, ensuring efficient land utilization while adhering to State Laws.

ENVIRONMENTAL

This Ordinance is exempt from CEQA pursuant to the common sense CEQA 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. The amendments to the City’s Municipal Code will not have a significant effect on the environment.

SUMMARY

Staff is recommending that the City Council approve and adopt Ordinance No. 1142 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. 1142
 - a. Exhibit A – Amendments to Chapter 154 (Subdivision) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ORDINANCE NO. 1142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS

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

SECTION 1. Findings:

1. The Exhibits attached to this Ordinance are each incorporated by reference and made a part of this Ordinance.
2. This Ordinance creates local standards for the processing of lot line adjustments, lot consolidations, lot mergers, and lot unmergers. This Ordinance aims to streamline the process of modifying property lines between adjacent lots, ensuring efficient land utilization while adhering to State Laws.
3. This Ordinance follows the standards, procedures and requirements contained in California Government Code sections 66410 to 66499.58 (Subdivision Map Act) regarding lot line adjustments, lot consolidations, lot mergers, and lot unmergers.

SECTION 2. Amendments:

Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 3. Environmental Findings and Determination:

This Ordinance is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. These changes will not have a significant effect on the environment.

Section 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 154, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in

this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This ordinance shall become effective thirty (30) days from and after its passage.

PASSED and ADOPTED this 16th day of July 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Jay Sarno, Mayor

ATTEST:

Fernando N. Muñoz, CMC, Deputy City Clerk

Exhibit A – Amendments to Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Exhibit A – Amendments to Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Code of Ordinances of the City of Santa Fe Springs Chapter 154, Section 154.20 LOT LINE ADJUSTMENT, LOT CONSOLIDATION, AND LOT MERGER/UNMERGER is hereby added as follows:

§ 154.20 LOT LINE ADJUSTMENT, LOT CONSOLIDATION AND LOT MERGER/UNMERGER.

(A) A lot line adjustment is an adjustment between four or fewer adjoining parcels, where the land taken from one parcel is added to an adjoining parcel and where no additional parcels are created. Lot line adjustments may be used to merge four or fewer adjoining lots into a fewer number of lots. Except as otherwise specified in this Chapter 154, a lot line adjustment shall conform to the provisions of this section and shall be processed as provided for herein.

(B) A lot consolidation is the consolidation of any number of existing contiguous parcels into one parcel provided that no new street is created and no existing street or public service easement is extinguished. No tentative map, parcel map or final map shall be required as a condition to the approval of a lot consolidation. The lot consolidation shall be reflected in a deed, which shall be recorded. No record of survey shall be required for a lot consolidation unless required by Section 8762 of the Business and Professions Code (California Government Code § 66412 (d)).

(C) A lot merger is the merger of two or more contiguous parcels under one ownership into one or more parcels so as to comply with parcel size and zoning standards. All procedures and processes associated with the merging of lots shall be done in compliance with the applicable sections of the Subdivision Map Act of the State of California.

(D) A lot unmerger is the ability to unmerge lots previously merged. All procedures and processes associated with the unmerging of lots shall be done in compliance with the applicable sections of the Subdivision Map Act of the State of California.

Code of Ordinances of the City of Santa Fe Springs Chapter 154, Section 154.21 APPLICATION PROCEDURES FOR LOT LINE ADJUSTMENT, LOT CONSOLIDATION, OR LOT MERGER/UNMERGER is hereby added as follows:

§ 154.21 APPLICATION PROCEDURES FOR LOT LINE ADJUSTMENT, LOT CONSOLIDATION OR LOT MERGER/UNMERGER.

(A) An application for a lot line adjustment, lot consolidation, or lot merger/unmerger shall be filed with the Community Development Department. Such application shall include:

- (1) Proof that the lots involved have been legally created;
- (2) A plot plan indicating existing lot dimensions and the location of existing structures, utilities, infrastructure and easements;
- (3) Deeds suitable for recording showing the proposed new lot configurations and if required by Business and Professions Code section 8762, a record of survey;
- (4) Any other information necessary to determine whether the proposed adjustment will conform with zoning and building codes; and
- (5) A fee in an amount to be determined by resolution of the City Council for the purpose of defraying costs to process the request.

(B) The Community Development Director, or designee, shall act upon the application within 60 days from the date that the environmental documentation is completed or the determination is made that the project is exempt from the California Environmental Quality Act.

(C) The Community Development Director, or designee, shall approve or conditionally approve the application in writing after investigation and receipt of reports from other departments, if it is found that the proposed application conforms to all of the following requirements:

- (1) Does not create an additional lot;
- (2) The resulting parcels conform to the City's General Plan, Zoning, and Building Codes;
- (3) Does not cut off any lot from frontage on a public street or alley;
- (4) Does not cut off any lot from access to a public utility or easement, or create a need for a new utility or easement, other than relocation of existing utilities or easements;
- (5) Does not cause the need for a new or extended public street or easement other than relocation of an existing street easement;
- (6) Does not cause the need for any new infrastructure, other than the relocation of existing infrastructure;
- (7) Does not cause an existing building or structure located on the parcels to be in violation of the City's General Plan, Zoning, or Building Codes;
- (8) Complies with requirements as to area, easements, utilities, improvement, design, floodwater drainage, sanitary disposal facilities and water supply availability.

Code of Ordinances of the City of Santa Fe Springs Chapter 154, Section 154.22 FINALIZATION OF LOT LINE ADJUSTMENT, LOT CONSOLIDATION, OR LOT MERGER/UNMERGER is hereby added as follows:

§ 154.22 FINALIZATION OF LOT LINE ADJUSTMENT, LOT CONSOLIDATION OR LOT MERGER/UNMERGER.

(A) Issuance of Certificate of Compliance. The approval of the lot line adjustment, consolidation, or merger/unmerger shall be evidenced by the issuance of a Certificate of Compliance and recordation of grant deeds reflecting the newly configured parcels. The property description or descriptions on the Certificate of Compliance shall describe the reconfigured parcel or parcels which will be recognized by the City as legal lots.

(B) Recordation of Certificate of Compliance. The Certificate of Compliance, all deeds and other documents approved by the City shall be signed by the appropriate parties and notarized in accordance with applicable law. The recordation of the Certificate of Compliance shall be immediately followed by the recordation of the required deeds exchanging property between the affected parcels or consolidating the affected parcels and any necessary reconveyances or partial reconveyances or other documents to ensure that any deed of trust or similar encumbrance now describes the reconfigured parcel or parcels.

(C) Recordation of deeds and other documents. Concurrently with the recordation of the Certificate of Compliance, all deeds exchanging property between the affected parcels or consolidating the affected parcels accompanied by reconveyances or partial reconveyances or other releases of deeds of trust or similar encumbrances on the subject property or amended deeds of trust or similar encumbrances describing the reconfigured parcels shall be submitted to the City for review and approval. The applicant shall be notified of any corrections requested by the City, and any corrected or new documents shall be promptly submitted to the City.

(D) Payment of recording fees. The fees for the recording of all documents as established by the Office of the County Recorder of Los Angeles County shall be remitted by the applicant to the County Recorder at the time of recordation of such documents including the Certificate of Compliance, deeds and related documents.

(E) Failure to submit required deeds and documents within one year or within the time permitted by an approved time extension. In the event the Certificate of Compliance or any deed, reconveyance or other document required for the finalization of the approved lot line adjustment, lot consolidation or lot merger/unmerger is not submitted to the County Recorder for recordation within one year following the effective date of the approval of such, or within the time permitted by an approved time extension (Section 154.08 parcel map extension), the Certificate of Compliance shall be void and of no further force and effect and shall not be recorded. If the applicant still wishes to proceed with the lot line adjustment, consolidation or merger/unmerger, a new application must be submitted in accordance with the provisions of this Chapter.

(F) Appeals shall be made to the in accordance with the provisions set forth in §§ 155.865 and 155.866.



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: POLICE SERVICES STAGING FACILITY STORM DAMAGE –
EMERGENCY REPAIRS UPDATE**

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Although the extent of the storm damage has been assessed, the total cost of the repair is not known at this time. Staff continues to solicit contractor proposals to complete the repair work as needed and as more information is gathered with respect to the needed repairs. The purchase orders executed to date are listed below. Staff will report at a future City Council meeting as further information develops and the complete scope of the repairs is determined and priced.

Expenses encumbered to date related to this emergency repair include:

- **Purchase Order #2240222:** \$43,610.60 for testing and construction demolition with Restoration Unlimited (Santa Fe Springs, CA)
- **Purchase Order #2240262:** \$115,680 for waterproofing with Innovative Painting & Waterproofing (Santa Fe Springs, CA)

- **Purchase Order #2240337:** \$45,985.38 for replacement of drywall, flooring and other finishes and furniture in order to restore the building interior with Restoration Unlimited (Santa Fe Springs, CA)

BACKGROUND

The severe storms that hit Southern California the week of February 4, 2024, resulted in historic rainfall totals throughout the region, prompting Governor Newsom to proclaim a state of emergency in various counties, including Los Angeles. The County of Los Angeles followed with the proclamation of a local state of emergency.

The intense and prolonged rainfall caused significant flooding of the City's Police Services Staging Facility located adjacent to the Municipal Services Yard. Flooding was experienced in both the Men's and Women's Locker Rooms and Restroom/Shower as well as the adjacent gym. The flooding rendered these areas uninhabitable and in need of repairs before the space can be reoccupied.

Public Works maintenance staff worked throughout the storms to sweep and vacuum the water to minimize the extent of the flooding, but were ultimately unable to keep up with the volume of water entering the building from the rear wall adjacent to the railroad right-of-way. Eventually, maintenance crews ceased water removal and began removing gym equipment and mats so that the source of the flooding could be more easily identified.

Although one location was identified where the majority of the water was entering the building, the extent of the flooding has saturated the walls in a significant portion of the facility. Under the City Manager's authority pursuant to Santa Fe Springs Municipal Code Section 34.23, staff continues to negotiate with contractors to provide various services to repair the damage.

The first step in the repair process required demolition work to assess the full extent of the damage and expose the source of the flooding in order to develop a scope of work for repairs to prevent future flooding and restore the damaged interior.

Staff contracted with Restoration Unlimited (Santa Fe Springs, CA) for the initial testing and demolition work. Sampling for preconstruction testing was conducted on March 6. Based on testing results, demolition was started on March 18, exposing the likely source of the rainwater intrusion. Staff solicited proposals from two waterproofing contractors. Waterproofing must be completed before restoration work to prevent further water damage. The proposal from Innovative Painting & Waterproofing, LLC (Santa Fe Springs) was selected and a purchase order was executed. The interior waterproofing work was completed on June 12.

A Right-of-Entry permit is required from BNSF Rail Road in order to complete the waterproofing work on the exterior rear wall of the building. The permit application was submitted on April 23 and BNSF provided the Right-of-Entry Agreement on May 21 with

Police Services Staging Facility Storm Damage – Emergency Repairs Update

Page 3 of 3

final approval of insurance documentation received on June 12. Staff is currently scheduling the start of the exterior waterproofing work with BNSF. This work is anticipated to begin in mid to late July and will take two weeks to complete.

Staff contracted with Restoration Unlimited (Santa Fe Springs, CA) for the restoration of the interior of the building. This work is scheduled to begin on June 24 and anticipated to be completed by the end of July. The building will be available for police staff to move in in August.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Staff has been in close communication with the City Manager of the City of Whittier and police administration since the flooding began. Given the extent of the flooding, the City of Whittier provided notice on February 7, 2024, that they would temporarily vacate the facility until permanent repairs are completed. Limited staff and equipment was temporarily relocated to the City's Police Services Building on Jersey Avenue and the majority of the patrol operations were moved to the Whittier Police Station. The Police Staging building was vacated on February 26, 2024.

Repairs are currently estimated to be completed by the end of July. It should also be noted that this assumes all repairs are completed as an emergency, without competitive bidding. Competitive bidding would require the solicitation of services by an architect to develop plans and specifications. The solicitation process and the time to develop documents could add an additional 9 to 12 months to the schedule.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will continue to coordinate the emergency repairs of the facility. Pursuant to the Public Contract Code Section 22050, staff will provide updated reports at subsequent City Council meetings as the situation develops, more information is gathered, and a plan of action for the repairs is determined and scheduled.

ATTACHMENTS:

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



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: CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS – FINAL PAYMENT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Final Payment to Prestige Paving Company, Inc. of La Mirada, California for \$25,994.95 (Less 5% Retention); and
- 2) Approve the final contract amount with Prestige Paving Company, Inc. in the amount of \$153,756.86, including the aggregate change order amount of \$24,498.00; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Clarke Estate Parking Lot Paving Improvements project funding totals \$300,000, funded entirely with Utility Users Tax (UUT).

The total project cost breakdown is estimated as follows:

ITEM	BUDGET
Construction	\$ 153,757.00
Design	\$ 5,000.00
Engineering	\$ 15,000.00
Inspection	\$ 20,000.00
Contingency	\$ 106,243.00
Estimated Total Project Cost:	\$ 300,000.00

CITY COUNCIL AGENDA REPORT – MEETING OF JULY 16, 2024
Clarke Estate Parking Lot Paving Improvements – Final Payment
Page 2 of 3

The project is estimated to close with a surplus of approximately \$110,000.00. Surplus funds will be available to reprogram for other capital improvement projects.

The payment detail (Attachment A) represents the Final Payment (less 5% Retention) due, per the terms of the contract, for the work that has been completed and found to be satisfactory. The retention will be released following the mandatory waiting period following the filing of the Notice of Completion with the LA County Registrar-Recorder.

BACKGROUND

At the June 20, 2023 Capital Improvement Plan Subcommittee meeting, staff was requested to review the existing condition of the parking lot at the Clarke Estate and assess a possible pavement improvement plan.

Upon evaluating the parking lot, staff generated a project scope of work to give the existing parking lot a new revitalized appearance. The project scope of work included the removal and replacement of two (2) inches of the entire asphalt pavement parking lot, slurry sealing the driveway entrance from Pioneer Boulevard to the entry gate, removal/replacement of damaged concrete curbs, new parking lot striping and new traffic loop detectors located at the entry gate.

At the October 17, 2023 City Council Meeting, the City Council approved adding the Clarke Estate Parking Lot Paving Improvements Project to the Capital Improvement Plan, appropriated \$300,000 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the project, approved project specifications and authorized the City Engineer to advertise for construction bids.

On January 11, 2024, the City Council approved the award of a contract to Prestige Paving Company, Inc. in the amount of \$129,197.81 for the construction of the Clarke Estate Parking Lot Paving Improvements project. Construction was completed and staff authorized change orders in the aggregate amount of \$24,498. The authorized change orders were due to unforeseen conditions and additional scope, including adding an asphalt seal coat to the surface for a smoother finished surface. The final contract amount is \$153,756.86, which includes adjustments for final quantities for unit-priced items as measured during construction.

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The completion of the Clark Estate Parking Lot Improvements project renewed the service life of the pavement and hardscape, and will help reduce maintenance repair costs for the City.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, the Public Works Department will coordinate with the Finance Department to issue a final payment to Prestige Paving Company and proceed to close the project. The Public Works Department will then file the Notice of Completion with the LA County Registrar-Recorder as a part of the project closure. Following the mandatory waiting period after the filing of the Notice of Completion, Public Works will work with the Finance Department to release the retention payment.

ATTACHMENTS:

A. Final Payment Detail

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

ATTACHMENT A

Payment Detail:
CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS

Contractor: Prestige Paving Company, Inc.
14660 Industry Circle
La Mirada, CA 90638

Final Payment: \$ 24,695.20

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Mobilization.	1	LS	\$ 2,395.00	\$ 2,395.00	25%	\$ 598.75	100%	\$ 2,395.00
2.	Construction Survey.	1	LS	\$ 5,389.00	\$ 5,389.00	0%	\$ -	100%	\$ 5,389.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	LS	\$ 2,994.00	\$ 2,994.00	0%	\$ -	0%	\$ -
4.	Clearing and Grubbing.	1	LS	\$ 599.00	\$ 599.00	0%	\$ -	100%	\$ 599.00
5.	Remove and Replace Existing Concrete Curb per Detail in Appendix.	700	LF	\$ 30.57	\$ 21,399.00	0	\$ -	784	\$ 23,966.88
6.	Unclassified Excavation (6"-12" Deep).	260	SF	\$ 4.61	\$ 1,198.60	0	\$ -	500	\$ 2,305.00
7.	Cold Mill 2" Thick Existing AC Pavement.	19,450	SF	\$ 0.92	\$ 17,894.00	0	\$ -	14,898.25	\$ 13,706.39
8.	Crack Seal, Apply Tack Coat and Construct 2" Thick AC Pavement.	250	TON	\$ 179.64	\$ 44,910.00	5	\$ 898.20	278	\$ 49,939.92
9.	Remove Existing Wood Header.	150	LF	\$ 1.60	\$ 240.00	0	\$ -	152	\$ 243.20
10.	Install New Wood Header per Detail in Appendix.	390	LF	\$ 11.98	\$ 4,672.20	0	\$ -	385	\$ 4,612.30
11.	Remove and Replace Existing Traffic Loops.	3	EA	\$ 1,676.67	\$ 5,030.01	0	\$ -	3	\$ 5,030.01
12.	Construct Type II Slurry Seal with 3% Latex Binder.	4,700	SF	\$ 1.46	\$ 6,862.00	0	\$ -	5,296	\$ 7,732.16
13.	Remove and Replace Existing Metal White Post with Chain Attachment and Footing.	2	EA	\$ 1,137.50	\$ 2,275.00	0	\$ -	0	\$ -
14.	Traffic Signing and Sign Post Replacement, Pavement Thermoplastic Paint and Markings, Layout, Stencils, Curb Paint and Concrete Wheel Stop Replacement.	1	LS	\$ 13,340.00	\$ 13,340.00	0%	\$ -	100%	\$ 13,340.00
Contract Total:					\$ 129,197.81		\$ 1,496.95		\$ 129,258.86

CCO 1	Furnish and Placement of AC Pavement Seal Coat.	1	LS	\$ 4,100.00	\$ 4,100.00	100%	\$ 4,100.00	100%	\$ 4,100.00
CCO 2	Furnish and Install Additional Seal Coats and Replace Parking Striping.	1	LS	\$ 20,398.00	\$ 20,398.00	100%	\$ 20,398.00	100%	\$ 20,398.00
							\$ 25,994.95		\$ 153,756.86

CONTRACT PAYMENTS:

Total Items Completed to Date:	\$	153,756.86
Less 5% Retention:	\$	7,687.85
Less Progress Payment No. 1:	\$	96,454.17
Less Progress Payment No. 2:	\$	24,919.64
Final Payment:	\$	24,695.20

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
02/29/2024	1	03/06/2024	03/14/2024	\$ 96,454.17	\$ 5,076.54
06/10/2024	2	06/12/2024	06/20/2024	\$ 24,919.64	\$ 1,311.56
06/25/2024	3	07/24/2024	08/01/2024	\$ 24,695.20	\$ 1,299.75

	Amount	Account
Finance Please Pay:	\$ 24,695.20	PW240004
5% Retention Completed this Period:	\$ 1,299.75	270010
Recommended by Project Manager:	Robert Garcia	Robert Garcia #2232 06/25/24
Approved by Public Works Director:	James Enriquez, P.E.	



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: SHOEMAKER AVENUE AND BROADWAY AVENUE STREET IMPROVEMENT PROJECT – AWARD OF CONTRACT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to Sequel Contractors, Inc., of Santa Fe Springs, California in the amount of \$807,165 for the construction of the Shoemaker Avenue and Broadway Avenue Street Improvement Project and authorize the City Manager to execute the agreement; and
- 2) Appropriate \$391,000 from Redevelopment Project Tax Allocation Bond funds to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504); and
- 3) Authorize the Director of Public Works to execute Task Order No. 71 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for \$109,980; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Shoemaker Avenue (Los Nietos Road to Cul-de-sac) and Broadway Avenue (550' South of Washington Boulevard) Street Improvement projects are approved Capital Improvement Program (CIP) projects funded with Redevelopment Project Tax Allocation Bond funds with an original budget of \$505,000 (Account No. PW220503) and \$325,000 (Account No. PW230504), respectively. The combined project budget is \$830,000. The

Shoemaker Avenue and Broadway Avenue Street Improvement Project – Award of Contract

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projects were combined in a single bid package for an economy-of-scale savings and the combined project will utilize Account No. PW230504.

The Shoemaker Avenue (Los Nietos Road to Cul-de-sac) and Broadway Avenue (550' South of Washington Boulevard) Street Improvements project will require an additional appropriation in the amount of \$391,000 from Redevelopment Project Tax Allocation Bond funds to Account No. PW230504.

The total estimated project costs for the Shoemaker Avenue and Broadway Avenue Street Improvement Project are as follows:

ITEM	ESTIMATED AMOUNT
Construction	\$ 807,165.00
Design	\$ 101,399.00
Engineering	\$ 75,000.00
Inspection	\$ 75,000.00
Contingency	\$ 162,436.00
Total Project Cost:	\$ 1,221,000.00

PROJECT FUNDING	AMOUNT
Capital Improvement Plan (CIP) Bond Fund	
Previously Authorized (2022-25 CIP) – Shoemaker	\$ 505,000.00
Previously Authorized (2022-25 CIP) – Broadway	\$ 325,000.00
Total Project Funding:	\$ 830,000.00

PROJECT FUNDING SHORTFALL	
Estimated Total Project Cost	\$ (1,221,000.00)
Total Project Funding	\$ 830,000.00
Recommended Appropriation:	\$ (391,000.00)

BACKGROUND

The subject street improvement projects are located on Shoemaker Avenue from Los Nietos Road to the end of the cul-de-sac and Broadway Avenue from Washington Boulevard to the southern city boundary (approximately 550 Feet). The Shoemaker Avenue scope of work consists of the removal of eleven inches of existing asphalt and base and the placement of fiber-reinforced asphalt concrete pavement over a cement-treated base. The Broadway Avenue scope of work consists of the removal of three inches of existing asphalt pavement and the placement of fiber-reinforced asphalt concrete pavement. Additionally, the project includes the removal and replacement of curb & gutter, sidewalks, curb ramps, and driveways, as needed. The new paving sections will support heavy repetitive traffic and increase pavement service life.

Shoemaker Avenue and Broadway Avenue Street Improvement Project – Award of Contract

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To maximize economies of scale, both street projects went out to bid as a single project, so that one Contractor would complete them concurrently.

ANALYSIS

On April 16, 2024, the City Council authorized the advertisement for construction bids for the subject projects. The solicitation for construction bids was advertised on April 22, 2024 in accordance with the California Public Contract Code.

Bids were opened on May 30, 2024, and a total of seven bids were received. Per the project specifications, each Contractor's bid was based on the combination of both street cost proposals. City Staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The apparent low bidder for the project was Sequel Contractors, Inc., of Santa Fe Springs, CA with a bid totaling \$807,165. The tabulated bid results are as follows:

Company Name	Publicly Read Bid Amount	Audited Bid	
1. Sequel Contractors, Inc.	\$ 806,165.00	\$ 807,165.00	*
2. L.M.T. Enterprises, Inc. dba Tyner Paving Company	\$ 925,582.50	\$ 925,622.50	*
3. Palp, Inc. dba Excel Paving Company	\$ 1,032,960.00	\$ 1,032,960.00	
4. Onyx Paving Company, Inc.	\$ 1,044,000.00	\$ 1,044,000.00	
5. All American Asphalt	\$ 1,056,940.00	\$ 1,056,940.00	
6. R.J. Noble Company	\$ 1,072,977.00	\$ 1,072,977.00	
7. Hardy & Harper, Inc.	\$ 1,100,000.00	\$ 1,100,000.00	

**Mathematical computation summation errors.*

The bid proposal submitted by Sequel Contractors, Inc., in the amount of \$807,165, is approximately 28% below the Engineer's Construction Estimate of \$1,116,500 and is acceptable.

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

ENVIRONMENTAL

Not applicable.

Shoemaker Avenue and Broadway Avenue Street Improvement Project – Award of Contract

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DISCUSSION

Both commercial street improvement projects will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

Upon City Council’s approval of the recommended actions, City staff will coordinate with the Contractor on the delivery of the project.

ATTACHMENT(S):

- A. Contract Agreement
- B. Project Site Maps
- C. Task Order No. 71 with Southstar Engineering, Inc.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐





AGREEMENT FOR CONSTRUCTION
SHOEMAKER AVENUE (Los Nietos Road to Cul-De-Sac) AND
BROADWAY AVENUE (550' South of Washington Boulevard)
STREET IMPROVEMENTS
CONTRACTOR'S NAME

This Agreement for Construction ("Agreement") is entered into on this 16th day of July 2024, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City") and SEQUEL CONTRACTORS, INC. a California Corporation, 13546 Imperial Highway, Santa Fe Springs, CA 90670, State Contractor's License No. 610600, ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work which is covered in the Contractor's Bid Proposal (the "Work"), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the General and Standard Specifications and Special Provisions.

1.2 **Contract Documents.** The "Contract Documents," except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor's performance obligations:

- a. Permits from the City's Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit "A"** – Workers Compensation Certification
 - Exhibit "B"** – Performance and Payment Bonds
 - Exhibit "C"** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
 - Addendum No. 1, issued May 16, 2024, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. CB No. 2024-01 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature

Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

- f. Special Provisions, General Specifications and Standard Specifications.
- g. City and other agency's Standard Drawings.
- h. All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2018 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contract Documents, which services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements.

2.3 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees,

assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

2.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

2.5 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

2.5.1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2.5.2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

2.5.3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Manager pursuant to application of subsections 1 and 2 above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.6 **Care of Work.** Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.8 **Trenches or Excavations.** Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

- a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3.4 of this Agreement.
- c. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.9 **Utility Relocation.** City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of Eight Hundred Seven Thousand One Hundred Sixty-Five Dollars (\$807,165) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on the appropriate schedule of the applicable sales tax returns. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

3.2 **Substitution of Securities.** In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by the City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

3.3 **Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

3.4 **Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$50,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.5 Payment Procedures.

3.5.1 Progress Payments. All progress payments shall be made in accordance with Public Contract Code § 20104.50, as follows:

a. The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. If the City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

b. Upon receipt of a payment request, the City shall act in accordance with both of the following:

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to §20104.50 of the Public Contract Code shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b) above.

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

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

3.5.2 Retention. Within sixty (60) calendar days after City accepts final completion of the Work, City shall pay Contractor the amounts City deducted and retained from Contractor’s progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the disputed amounts.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed by all parties and approved by the City.

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Ninety (90) calendar days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 **Amounts of Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive working day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Two Thousand Dollars (\$2,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 **Claims Procedures.** Contractor shall comply with the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as **Exhibit “C.”**

6.2 **Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth herein, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained herein shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

6.3 **Cooperation and Notification.** In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

7.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 35.070, et seq. of the Santa Fe Springs Municipal Code to operate in the City, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

7.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 8 – BONDS

8.1 Performance and Payment Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

9.1 Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

9.2 Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person,

the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

9.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

9.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

10.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of and acceptance by the City of the Work, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

10.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

10.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

10.3.1 **Commercial General Liability:** Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

10.3.2 **Automobile Liability Insurance:** Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

10.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Santa Fe Springs, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

10.3.4 Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy 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 provide that the policy will respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; have the same effective dates as the primary policies; pay on behalf of the insureds and not reimbursement; the policies shall "follow form" to the underlying primary policies; and the insureds, including the additional insureds shall be the same as the primary policies.

10.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

10.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **ten (10) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Santa Fe Springs. Contractor shall provide Form No. CG 20010413 to City.

- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: “Solely with respect to work done by and on behalf of the name insured for the City of Santa Fe Springs, it is agreed that the City of Santa Fe Springs, and its officers, officials, employees and agents are added as additional insureds under this policy.”
- f. Coverage provided by Contractor 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.

10.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.7 Contractor’s Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

10.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

10.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

10.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

10.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 19 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

11.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful

misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnatee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

11.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance

with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

11.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

11.7 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

ARTICLE 12 – PREVAILING WAGES

12.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. By executing this Agreement, Contractor certifies that neither it, nor any of its subcontractors are ineligible under Labor Code Section 1777.1 or Section 1777.7 from bidding on, entering into a contract for, or performing the Work. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code. The Director's determination of prevailing rates are on file with the City and are available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

12.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.
- b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the

record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

- d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- e. Section 1810, eight hours of labor constitutes a legal day's work.
- f. Section 1813, Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.
- h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

13.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

13.2 Notice. Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City	Contractor
City of Santa Fe Springs	Sequel Contractors, Inc.
Attn: James Enriquez, PE	Thomas S. Pack, President
11710 Telegraph Road	13546 Imperial Highway
Santa Fe Springs, CA 90670	Santa Fe Springs, CA 90670

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement,

including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

13.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.5 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

13.7 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 13.7 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract

or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

13.9 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes for the delay. The City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement.

13.10 City's Right to Access and Audit Contractor's Project Documents.

a. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

b. The City and/or its authorized auditors or representatives, (including the California State Auditor if so requested by the City pursuant to Government Code § 8546.7) shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Agreement and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

13.11 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

13.12 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Los Angeles County, State of California.

13.13 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.14 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by

the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

13.16 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

13.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on 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

SEQUEL CONTRACTORS, INC.

By: _____
René Bobadilla, City Manager

By: _____
Name

Title

Attest: _____
Fernando Muñoz, Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Ivy M. Tsai, City Attorney

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 71**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and Southstar Engineering and Consulting, Inc. (CONSULTANT), Task Order No. 71 – Construction Management & Inspection Services for the Construction Management and Inspection Services for the Street Improvements – Shoemaker Avenue (Los Nietos Road to Cul-de-Sac) and Broadway Avenue (550' South of Washington Boulevard) project construction.

Authorized Representative: **James Enriquez, Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

Southstar Engineering, Inc.:
Authorized Representative: **Yvette Kirrin, Principal-in-Charge**
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (626) 644-8058

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Construction Management and Inspection Services for the Street Improvements – Shoemaker Avenue (Los Nietos Road to Cul-de-Sac) and Broadway Avenue (550' South of Washington Boulevard) project construction.

The following is the scope of work, schedule, and fee for a Construction Manager/Inspector:

1. City staff will provide existing Plans and Specifications, and any relevant data that would facilitate the project.
2. The Construction Manager/Inspector will oversee the project and will work closely with the Assistant Director of Public Works and City Engineer. The Construction Manager/Inspector will enforce the Plans and Specifications and ensure that the Contractor's quality of work complies with the City Standards. The Construction Manager/Inspector will oversee construction activities, perform field inspections, conduct pre-bid/preconstruction/weekly field meetings, register the project with DIR, verify field quantities, prepare daily/weekly summaries, take photos before/during/after construction, process payments, review certified payrolls, prepare council reports, prepare presentations, review/prepare contract change orders, review/prepare request for information, review material submittals, and generate the notice of completion, as required.
3. The Construction Manager/Inspector will update the Assistant Director of Public Works, and City Engineer on the progress of the project and submit the required documentation in a digital and hardcopy format in an organized manner to the City.

SCHEDULE:

The Street Improvements – Shoemaker Avenue (Los Nietos Road to Cul-de-Sac) and Broadway Avenue (550' South of Washington Boulevard) project is currently under contract and construction is proposed to begin in August or September 2024. The project has an anticipated completion date within October, 2024.

FEE:

The fee for Construction Management/Inspection services will be based on the SOUTHSTAR ENGINEERING, INC. Fee Schedule. The City understands the calculated (611) hours for Construction Management/Inspection services is based on approximately (40) hours of Project Management per week for approximately (15) weeks.

Fee Summary	Hourly Rate	Total Hours	Total
Justin Pope	\$180	611	109,980
(Construction Manager & Inspector)		Total Task Order:	109,980

ACCEPTANCE of the terms of Task Order No. 71 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
City Of Santa Fe Springs

ACCEPTED BY:
Southstar Engineering and Consulting Inc.

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

Yvette Kirrin, Principal-in-Charge

Date

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

SUBJECT: INTRODUCTION OF ORDINANCE NO. 1144 AMENDING CHAPTER 72 OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING STATIONS

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1144: An Ordinance of the City of Santa Fe Springs Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code relating to electric Vehicle charging stations; and
- 2) Approve hours of use for two EV charging stations at City Hall as follows: 1) Employee use from 7:00 am to 6:00 pm (Monday – Friday); and 2) General Public use from 6:00 pm to 7:00 am, non-working hours and all day on weekends; and
- 3) Authorize an annual appropriation of \$7,500 from the SCAQMD Motor Vehicle Subvention Fund to cover the annual cost for subsidizing charging service and energy bills related to the Employee Electric Vehicle Charging Incentive Program; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total cost for the purchase and installation of the two EV charging stations is \$34,000. This cost was charged to the General Fund.

Introduction of Ordinance No. 1144 Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code Relating to Electric Vehicle Charging Stations

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Cities receive annual funding from the South Coast Air Quality Management District (SCAQMD) as part of the AB 2766 Motor Vehicle Subvention Program. These funds are restricted and can only be used for programs and purchases that reduce vehicle emissions. Santa Fe Springs receives an annual amount of approximately \$23,500. The maintenance and operation of the charging stations and any related programs are an eligible expense for this program.

During the pilot program for the two EV charging stations, approximately 12 employees have utilized the charging stations at an approximate monthly cost of \$250 dollars, including energy bills and additional fees from the charging station operator. If the City Council approves an Employee Electric Vehicle Charging Incentive Program that would provide free charging to encourage employees to purchase electric vehicles as their personal vehicle, an estimated annual allocation of \$7,500 from the AB 2766 Fund is anticipated to provide adequate funding for up to 24 employees. The AB 2766 Motor Vehicle Subvention Program was established by the State in 1991 and provides a funding source from State vehicle registration fees to cities and counties to develop clean transportation programs and reduce vehicle emissions. Many cities fund programs that subsidize employee car and van pools and public transit fare reimbursements to encourage employees to move away from individual commutes and help reduce the number of fossil fueled motor vehicles on the roads during peak commute times. Staff has consulted with the SCAQMD and verified that a subsidy of EV charging is an eligible AB 2766 expense, similar to carpool incentive programs, because such a program would also reduce fossil fueled vehicles by incentivizing employees to purchase electric vehicles for commuting.

BACKGROUND

The City Hall Parking Lot Renovation project completed several years ago included underground infrastructure to accommodate the installation of EV charging stations at several parking spaces along the north side of City Hall. Staff recently purchased and installed two EV charging stations at this location as a pilot project to familiarize staff with the selection, installation, set up and operation of EV charging stations. These are the first EV charging stations installed at a city facility. The stations were installed by Public Works Maintenance staff and have been restricted to employee use during the pilot period to ensure the stations are operating properly and efficiently and to train staff on the operation and maintenance of the stations, including setting up and managing user accounts.

Additionally, and in a separate effort to make EV charging stations available to residents and visitors of the City of Santa Fe Springs, staff applied for and received a grant to purchase and install several EV charging station in the Civic Center Plaza. It is anticipated that a total of 12 charging stations will be made available to the general public in the

Introduction of Ordinance No. 1144 Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code Relating to Electric Vehicle Charging Stations

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coming year. Staff is coordinating with the granting agency and will soon seek City Council approval at various steps of the grant award and project delivery process.

Public Works staff evaluated various charging station manufacturers to ensure selection of the best quality station that is also built by a proven manufacturer/operator that will be in business long term to support ongoing operation. Based on information gathered and the experience of neighboring cities, staff opted for EV stations manufactured by Chargepoint, Inc.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

Two Chargepoint EV charging stations were purchased as a pilot program to evaluate this brand. The City purchased and installed one (1) 80A single port charger and (1) 80A Dual port charger (a total of 3 charging ports) at a cost of \$34,000, including staff time.

Since the city does not currently have any fully electric vehicles in its fleet, the pilot testing for the two stations consisted of charging restricted to City employees for their personal electric vehicles. This allowed staff to train on the configuration, management and operation of the stations and gather data on the operational and energy costs associated with operating the stations. Users have been highly satisfied with the operation of the stations. In order to make the stations available to the public and offset the energy, maintenance and operational costs, a fee of \$0.25 per kilowatt-hour (kWh) is recommended and will be presented at a later date for City Council consideration and adoption in the form of a resolution. The \$0.25 per kWh rate equates to approximately \$2 to \$5 per charging session. The \$0.25 per kWh rate is consistent with rates charged by several other neighboring government agencies such as, Downey and La Habra and can be adjusted annually in accordance with the Consumer Price Index (CPI) or council action in order to keep pace with fluctuating energy costs imposed by Southern California Edison.

Staff recommends that the City Council adopt the attached proposed EV Charging Use Ordinance in order to provide guidance to staff and users relating to the proper use of city owned EV charging stations.

Introduction of Ordinance No. 1144 Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code Relating to Electric Vehicle Charging Stations

Page 4 of 4

Staff is recommending opening the existing charging stations for public use after work hour starting at 6:00pm through 7:00am, and all day on weekends. The Chargepoint management software allows for use of the stations by members of the public outside of working hours. Once the city receives and installs the 12 charging stations awarded by the grant, members of the public would have access to the new stations at any time and the existing stations may be again limited to city staff use only. In order to enable parking enforcement, parking restriction signage will be installed limiting the use of the stations in terms of the hours restricted to city employees and setting a maximum parking /charging time at 4 hours to maximize the availability of the charging stations. The penalty for exceeding the 4 hours will be enforced under existing codes.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions, the recommended ordinance will be scheduled for a second reading and adoption. Once the ordinance becomes effective, staff will install the appropriate signage and begin enforcement.

ATTACHMENTS:

- A. Chargepoint Purchase Invoice and Install Costs
- B. Ordinance No. 1144 - EV Charging Station Use Ordinance

ITEM STATUS:

APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐



WALTERS - SANTA FE SPRINGS
11911 HAMDEN PLACE
SANTA FE SPRINGS CA 90670-3215
562-949-0215 Fax 562-988-3190

Received
Finance Dept.

APR 15 2024

CITY OF
SANTA FE SPRINGS

ATTACHMENT A INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
172475	172476
INVOICE NUMBER	INVOICE DATE
S125071111.001	04/05/24
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:

7152 1 AB 0.547 E0067X I0112 D12675051220 S2 P10235786 0001:0004



CITY OF SANTA FE SPRINGS
ATTN FINANCE
11710 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-3679

SHIP TO:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS CA 90670-3942

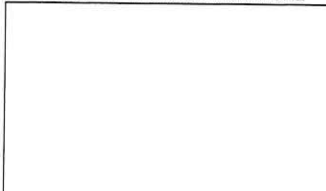
CUSTOMER PO #		JOB NAME / RELEASE #	ORDERED BY	SALESPERSON	
1010900		ChargePoint EV Chrg	ABEL MERAZ	ANTHONY D. CONTRERAS	
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JORDAN ROVER		DIRECT	MFG DISC 10TH, NET 25TH	04/05/24	03/22/24
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	1ea	CHARGEPOINT CPCB-CP6021B-80A-L5.5-C1A1 INTEGRATED TECHNOLOGY AND SERVICE BUNDLE INCLUDES OUTDOOR RATED NETWORKED CP6021-B-80A-L5.5 CHARGING STATION ACTIVATION STATION CONFIGURATION		13232.000 ea	13232.00

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Contact the Credit Department at 562-988-3100 and get set up today!

PROOF OF DELIVERY SIGNATURE



Subtotal	13,232.00
Shipping Chgs	645.00
Tax	1,389.36
Payments	0.00
Amount Due	15,266.36

Invoice is due by 05/25/24.

For complete Terms & Conditions go to:
<https://tinyurl.com/Walters-Customer-TC>

Visit us at www.walterswholesale.com

TO VIEW ONLINE GO TO: [HTTP://USES.BILLTRUST.COM](http://USES.BILLTRUST.COM) USE THIS ENROLLMENT TOKEN: WSM GDT PRL



WALTERS - SANTA FE SPRINGS
11911 HAMDEN PLACE
SANTA FE SPRINGS CA 90670-3215
562-949-0215 Fax 562-988-3190

Received
Finance Dept.

APR 15 2024

CITY OF
SANTA FE SPRINGS

INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
172475	172476
INVOICE NUMBER	INVOICE DATE
S125071111.003	04/05/24
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:

7152 1 AB 0.547 E0067 I0113 D12675051222 S2 P10235786 0002:0004



CITY OF SANTA FE SPRINGS
ATTN FINANCE
11710 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-3679

SHIP TO:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS CA 90670-3942

CUSTOMER PO #		JOB NAME / RELEASE #	ORDERED BY	SALESPERSON	
1010900		ChargePoint EV Chrg	ABEL MERAZ	ANTHONY D. CONTRERAS	
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JORDAN ROVER		DIRECT	MFG DISC 10TH, NET 25TH	04/05/24	03/22/24
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	1ea	CHARGEPOINT CPCB-CP6011B-80A-L5.5-C1A1 INTEGRATED TECHNOLOGY AND SERVICE BUNDLE INCLUDES OUTDOOR RATED NETWORKED CP6011-B-80A-L5.5 CHARGING STATION ACTIVATION STATION CONFIGURATION		8442.000 ea	8442.00

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Contact the Credit Department at 562-988-3100 and get set up today!

PROOF OF DELIVERY SIGNATURE



Subtotal	8,442.00
Shipping Chgs	0.00
Tax	886.42
Payments	0.00
Amount Due	9,328.42

Invoice is due by 05/25/24.

For complete Terms & Conditions go to:
<https://tinyurl.com/Walters-Customer-TC>

Visit us at www.walterswholesale.com

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Page 1 of 1



WALTERS - SANTA FE SPRINGS
11911 HAMDEN PLACE
SANTA FE SPRINGS CA 90670-3215
562-949-0215 Fax 562-988-3190

Received
Finance Dept.

APR 15 2024

CITY OF
SANTA FE SPRINGS

INVOICE

CUSTOMER NUMBER	SUB ACCOUNT #
172475	172476
INVOICE NUMBER	INVOICE DATE
S125286361.001	04/05/24
REMIT TO:	
WALTERS WHOLESALE ELECTRIC CO PO BOX 741406 LOS ANGELES CA 90074-1406	

BILL TO:

7152 1 AB 0.547 E0067 I0114 D12675051224 S2 P10235786 0003:0004

SHIP TO:

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS CA 90670-3942

CITY OF SANTA FE SPRINGS
ATTN FINANCE
11710 TELEGRAPH RD
SANTA FE SPRINGS CA 90670-3679

CUSTOMER PO #		JOB NAME / RELEASE #	ORDERED BY	SALESPERSON	
2690			ABEL MERAZ	ANTHONY D. CONTRERAS	
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ANTHONY D. CONTRERAS		WILL CALL	MFG DISC 10TH, NET 25TH	04/05/24	04/04/24
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
500ft	500ft	ORDER PICKED UP IN SANTA FE SPRINGS, CA - 90670-3215		1645.160 m	822.58
		WCU THHN 2 CU STR BLACK 500' REEL			
		!! TAGGED ITEM !!			
500ft	500ft	WCU THHN 6 CU STR GREEN 500' REEL		685.260 m	342.63
500ft	500ft	WCU THHN 2 CU STR BLACK 500' REEL		1645.160 m	822.58
1ea	1ea	CONTWEST 300073 3/8X300FT PULL ROPE		34.440 ea	34.44

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Contact the Credit Department at 562-988-3100 and get set up today!

If paid by 05/10/24 you may deduct \$40.09 (does not apply if paid by credit card).
Invoice is due by 05/25/24 net of any cash discount.

For complete Terms & Conditions go to:
<https://tinyurl.com/Walters-Customer-TC>

Visit us at www.walterswholesale.com

TO VIEW ONLINE GO TO: [HTTP://USES1.BILLTRUST.COM](http://USES1.BILLTRUST.COM) USE THIS ENROLLMENT TOKEN: WSM GDT PRL

Page 1 of 1

PROOF OF DELIVERY SIGNATURE

2024/04/05 07:25:39 AM S125286361.1

ABEL MERAZ

Subtotal	2,022.23
Shipping Chgs	0.00
Tax	212.36
Payments	0.00
Amount Due	2,234.59

ORDINANCE NO. 1144

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 72 OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING STATIONS

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

SECTION 1. Chapter 72 (Stopping, Standing and Parking) of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 72, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This ordinance shall become effective thirty (30) days from and after its passage.

PASSED and ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Jay Sarno, Mayor

Fernando Muñoz, Deputy City Clerk

EXHIBIT A

Sections 72.60 through 72.64 are hereby added to Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code as follows:

ELECTRIC VEHICLE CHARGING STATIONS

72.60 PURPOSE.

The electric vehicle parking standards established in this subchapter are intended to promote sustainable and alternative transportation practices; manage the availability of off-street parking, in particular in areas that will maximize the use of electric vehicles; and thereby improve traffic and parking circulation.

72.61 DEFINITIONS.

As used in this subchapter, the following words and phrases shall have the following meanings:

"Electric vehicle" shall mean a vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes.

"Electric vehicle charging station" shall mean equipment that has as its primary purpose the transfer of electric energy storage device on an electric vehicle.

"kWh" shall mean kilowatt-hour.

"Overstay charge" shall mean the fee imposed on an electrical vehicle that exceeded the maximum legal parking time posted at parking spaces designated as an electric vehicle charging station.

72.62 PARKING OF VEHICLES IN STALLS FOR ELECTRIC CHARGING PURPOSES.

(A) Pursuant to California Vehicle Code section 22511, the city hereby designates certain stalls and spaces in city-owned or operated off-street parking lots and facilities to be for the exclusive purpose of parking and charging a vehicle that is connected for electric charging purposes.

(B) The City Traffic Engineer is hereby authorized to post signs in accordance with California Vehicle Code Section 2511(d)(1) at certain stalls and spaces in city-owned or operated off-street parking lots and facilities that require vehicles parked in such stalls and spaces to be connected for electric charging purposes.

(C) In accordance with California Vehicle Code Section 22511(c)(1), the city may cause the removal and towing or issue fines for electric charging violations in

accordance with the Uniform Parking Bail Schedule for a vehicle parked in a space or stall that is posted for electric charging purposes that is not connected for electric charging purposes.

(D) This section does not interfere with other or existing laws allowing the city to regulate parking in city-owned or operated off-street parking lots and facilities within the city, including the authority to restrict overnight parking and reserve and designate certain electric vehicle stalls for employee-only use; provided such designations comply with signage requirements under California Vehicle Code section 22519.

72.63 ELECTRIC VEHICLE PARKING RESTRICTION.

(A) Where a sign designating a parking space for the exclusive use of charging electric vehicles is posted, no person shall park in that space any non-electric vehicle, electric vehicle that is not connected to the electrical vehicle charging station, electric vehicle that is not charging, or an electric vehicle that has exceeded the maximum legal parking time posted.

(B) Where a sign designating a parking space for the exclusive use of charging electric vehicles belonging to a current employee of the city, no person who is not a current city employee shall park in that designated space, including restrictions as to time of day or day of the week when the charging is exclusively available to employees of the city or city fleet vehicles.

(C) For any violation of any provision of this section, the City Manager or designee is hereby empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the California Vehicle Code.

72.64 ELECTRIC VEHICLE CHARGING STATION PARKING FEES.

(A) Parking rates for parking a vehicle in a designated electric vehicle charging station shall be established and adjusted from time to time to manage the use and occupancy of off-street electric vehicle charging stations in all city-owned or operated parking facilities and areas.

(B) Parking fees and permit fees, if any, designated permit areas, exempted periods, and overstay charges for spaces designated for use of electric vehicle charging stations may also be established and changed, from time to time, by City Council resolution.

(C) A current schedule of the electric vehicle charging station parking rates and overstay charges shall be posted on the city's master fee schedule (and as thereafter amended), and available for review at the city clerk's office.

(D) For any violation of any provision of this section, the City Manager or designee is empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the California Vehicle Code.



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: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF CITY HALL ENTRANCE LOBBY, COUNCIL CHAMBERS, AND CONFERENCE ROOM REMODEL – AWARD OF CONTRACT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve adding the City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel Project to the Capital Improvement Plan; and
- 2) Appropriate \$69,550 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the subject project; and
- 3) Award Task Order No. 3 to JMDiaz, Inc. of City of Industry, California for the Design of City Hall Entrance Lobby, Council Chambers and Conference Room Remodel Project; and
- 4) Authorize the Director of Public Works to execute Task Order No. 3 for on-call professional engineering services with JMDiaz, Inc.; and
- 5) Take such additional related action that may be desirable.

FISCAL IMPACT

It is recommended that The City Council add the City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel Project to the Capital Improvement Plan.

On-Call Professional Engineering Services for the Design of City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel – Award of Contract
Page 2 of 3

It is also recommended that the City Council appropriate \$69,550.00 from the Utility Users Tax (UUT) Capital Improvement Fund to pay for the conceptual design phase for the project.

If a conceptual design option is approved, City Council approval to move forward with the design and construction of the project will be requested at a later date, including recommendations for an appropriation to fund the project.

BACKGROUND

In April 2024, staff coordinated a meeting with JMDiaz Inc. to discuss the scope of work for the proposed project. JMDiaz Inc. engaged a subconsultant, 19-6 Architects, with architectural experience in municipal buildings, specifically public meeting rooms and gathering rooms. Staff met with 19-6 Architects to walk the prospective remodel project. The City Hall Lobby project will include the removal and replacement of tile flooring, the removal of the popcorn ceiling, and the removal and replacement of furniture and paint, in addition to the redesigning of the apex skylight. The Council Chambers remodel consists of redesigning the interior of the Chambers, including modernization to the dais, removal of popcorn ceiling, removal and installation of new furniture, paint, carpet, and other finishes, and new public seating. The Council Conference Room remodel consists of the removal and installation of new furniture, paint, carpet, and acoustic noise reduction treatments. The proposed design of the Council Chamber, Conference Room, and Lobby will comply with current ADA standards.

The design fee proposal was received on June 14, 2024, for \$69,550; which will incorporate four schematic design options for the project.

ANALYSIS

The proposed scope and fee includes the development of four schematic design options with a Rough Order Magnitude cost estimate for each option. The options will be presented at a later date for City Council consideration. If the City Council selects one of the options, recommendations for the design and construction of the project would be included in a future agenda for City Council consideration.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The renovation of the City Hall Entrance Lobby, Council Chambers, and Conference Room will modernize these areas of City Hall to complement adjacent areas of City Hall that were recently renovated. Additionally, improvements will include accessibility improvements to comply with current Americans with Disabilities Act (ADA) requirements

On-Call Professional Engineering Services for the Design of City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel – Award of Contract
Page 3 of 3

and technology and energy efficiency upgrades. These areas of the building have not been remodeled since the original construction of the building in the 1960s.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, staff will coordinate with JMDiaz, Inc., and their subconsultant 19-6 Architects, on the conceptual design of the City Hall Lobby, Council Chambers, and Conference Room project per the proposal. Staff anticipates the completion of the schematic designs of the Lobby, Council Chambers, and Conference Room in the fall of 2024, at which time conceptual designs will be presented to the City Council for consideration.

ATTACHMENTS:

A. Task Order No. 3

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

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 3**

In accordance with the Contract Agreement dated April 6, 2021, as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 3 – Design Services for the City Hall Entrance Lobby, Council Chambers, and Conference Remodel Project.

Authorized Representative: **James Enriquez, P.E.**
Director of Public Works / City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JMDiaz, Inc.:
Authorized Representative: **Juan M. Diaz, P.E.**
President/CEO
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Design Services for the City Hall Entrance Lobby, Council Chambers and Conference Remodel Project.

The following is the scope of work, schedule, and fee.

The Consultant will prepare up to four schematic design options/layouts for the City Hall Entrance Lobby, Council Chambers, and Conference Remodel. The City would like to remodel and update the City Hall Lobby Entrance, Council Chambers along with the Conference Room and provide ADA upgrades for compliance purposes and per the fee schedule dated June 14, 2024 (Exhibit 1).

APPROXIMATE DESIGN SCHEDULE

Authorization to Proceed	July 17, 2024
Schematic Design Documents with Option #1	August 30, 2024
Schematic Design Documents with Option #2	September 23, 2024
Schematic Design Documents with Option #3 & #4	October 11, 2024

FEE:

The Design Services for City Hall Lobby Entrance, Council Chambers and Conference Room will be based on a Lump Sum Fee of \$69,550, which includes the design fee per 19-6 Architects (Subconsultant) Design Fee Proposal dated June 14, 2024 (Exhibit 1) and a markup fee for JMDiaz Inc. of 0.0%.

ACCEPTANCE of the terms of Task Order No. 3 is acknowledged by the following signatures of the Authorized Representatives.

[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).]

SUBMITTED BY:
City of Santa Fe Springs

ACCEPTED BY:
JMDIAZ, Inc.

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

Juan M. Diaz, P.E.
President/ CEO

Date

Date

Juan M. Diaz, P.E.
Chief Financial Officer

Date



June 14, 2024

Mr. Jose Larios
Associate Civil Engineer, Public Works Engineering
City of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

Project: City of Santa Fe Springs
City Hall Entrance Lobby and Council Chambers Remodel
19six #: 24126

Dear Mr. Larios:

Thank you for the opportunity to provide you with professional architectural services for the City of Santa Fe Springs. We are pleased to submit this proposal to remodel and update the City Hall Lobby Entrance, Council Chambers along with the Conference Room and to provide minor ADA upgrades for compliance purposes. Our services include Professional Architectural Services for Schematic Design phase only to provide up to 4 design options/ layouts for the remodel. We will also provide a Rough Order Magnitude (ROM) unit cost-based estimate for each option selected.

PROJECT DESCRIPTION

Project scope includes Interior remodel of existing City Hall Lobby Entrance, Council Chambers, Conference Room. Entrance Lobby and the Council Chambers shall receive new lighting, ceiling/seating with stage area renovation. The council Chamber shall be multi-purpose functioning and ADA accessible. Modernize look per Cities direction.

SCHEDULE

We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of July 17, 2024:

Authorization to Proceed	07/17/24
Option # 1.....	08/30/24
Option # 2.....	09/23/24
Option # 3 & 4.....	10/11/24

SCOPE OF SERVICES

Services shall include professional architectural design services only.

- A. Schematic Design Documents – with option # 1.
 - 1. (1) Site visit to document existing conditions
 - 2. Prepare preliminary initial drawings to review scope
 - 3. Prepare Revit model for design presentation and renderings
 - 4. (2) Meeting via zoom to review 50% Option # 1 and finalize the design option.

5. Prepare final schematic design option # 1 and renderings.
6. ROM unit cost price

Fee \$ 43,300

B. Schematic Design Documents – Option # 2.

1. (2) Meeting via zoom to review the 50% design option # 2
2. Prepare final schematic design options and renderings.
3. ROM unit cost price

Fee \$ 8,750

C. Schematic Design Documents – Option # 3.

1. (2) Meeting via zoom to review the 50% design option # 3
2. Prepare final schematic design options and renderings.
3. ROM unit cost price

Fee \$ 8,750

D. Schematic Design Documents – Option # 4.

1. (2) Meeting via zoom to review the 50% design option # 4
2. Prepare final schematic design options and renderings.
3. ROM unit cost price

Fee \$ 8,750

E. Direct Expenses – Included with above

1. Printing and copying (Includes in-house printing and copying).

Total Fixed Fee \$ 69,550

REIMBURSABLE EXPENSES

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS - The Following are not included in our services described above:

- Topographic and boundary survey engineering
- As built
- Design Development phase
- Construction Documents
- Comprehensive Cost estimation services

- Civil, Plumbing and Fire Protection engineering
- Landscape design
- Special inspection and material testing
- Site Geotech/ soil borings
- Any site scope
- Fire hydrant flow testing
- Hazardous material studies and reports
- Underground Utility investigation/ Utility Plans
- Any value engineering or redesign due to construction cost increase
- Additional meetings or site visits. We are assuming all owner meetings, other than site visits, will be via zoom.
- Multiple submittal reviews
- Utility City/ County fees and inspections

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be performed by Joe Monfreda and supervised by Alan Kroeker, Architect - license number C-22474.

Please have your legal counsel prepare a contract if this proposal meets with your approval. If time is of the essence, we will start work upon your written authorization while the formal agreement is being prepared.

Thank you for this opportunity to be of service, and we look forward to working with the District and college on this project.

Sincerely,



Alan Kroeker
Principal Architect
19six Architects



Joseph Monfreda, LEED AP, BD+C
Sr. Project Manager
19six Architects



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: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF STAGE ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award Task Order No. 4 to JMDiaz Inc., of City of Industry, California for the Design of Stage Road and Iseli Road Street Improvements in the amount of \$87,801; and
- 2) Authorize the Director of Public Works to execute Task Order No. 4 for on-call professional engineering services with JMDiaz, Inc.; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Stage Road Street Improvement Project is an approved Capital Improvement Plan project. Funding for this project was planned utilizing a \$2,000,000 allocation defined in the Cooperative and Funding Agreement for the Rosecrans/Marquardt Grade Separation Project. This agreement between the City and the Los Angeles County Metropolitan Transportation Authority (LACMTA) allocates \$2,000,000 to pay for the City's administrative costs in support of the project and for betterments of the City's choosing. Payment is by reimbursement. However, the agreement specifies that the availability of these funds is contingent on the funds being available as "excess funds" that are "are not required for the Project Cost." Staff is currently coordinating with LACMTA staff on updating the Estimate-to-Close for the grade separation project which will determine how much "excess funds" are available.

The total amount for the recommended on-call professional design services for the project

On-Call Professional Engineering Services for the Design of Stage Road Street Improvements – Award of Contract

Page 2 of 3

is \$112,800. To expedite the design and ensure that the project is ready for construction by LACMTA's contractors if funding becomes available, staff issued Task Order No. 5 (Attachment D) for \$24,999.00 to JMDiaz Inc. to initiate the design. Staff recommends authorization to execute Task Order No. 4 (Attachment B) for the remaining design fee balance of \$87,801.00. The cost of the design will be fronted by the City utilizing Utility User Tax (UUT) funds, but will be an eligible reimbursable cost should LACMTA funds become available. An additional appropriation by the City may be required at a later date to complete the construction of the project, depending on the final amount of "excess funds" available from the grade separation project budget.

BACKGROUND

On April 15, 2024, Public Works Engineering staff solicited a Request for Proposal (RFP) from the approved on-call list of qualified engineering firms, and selected JMDiaz Inc., to provide professional engineering services for the design of the Commercial Street Improvements of Stage Road and Iseli Road. The consultant will be responsible for preparing the project's plans, specifications, engineering estimates, and hydrological study. The project encompasses the street segments on Stage Road between the Rosecrans/Marquardt Grade Separation to 700 ft. northeast of Valley View Avenue and Iseli Road from Rosecrans Avenue to Stage Road as shown in Attachment C. The project consists of the removal of existing asphalt concrete pavement and the placement of new asphalt concrete pavement. Additionally, the project includes the removal and replacement of curb & gutter, sidewalk, curb ramps, and driveways, as needed.

The consultant will also perform a hydrological study, to identify the current drainage pattern and propose drainage improvements along Stage Road.

ANALYSIS

The pavement on Stage Road and Iseli Road needs rehabilitation to prolong its service life and continue serving the community for many more years.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The Stage Road and Iseli Road Street Improvements Project will enhance safety, reduce maintenance costs, and upgrade the existing streets.

On-Call Professional Engineering Services for the Design of Stage Road Street Improvements – Award of Contract

Page 3 of 3

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with JMDiaz, Inc., on the delivery of the street design project of Stage Road and Iseli Road per the RFP. Staff anticipates the construction of this project in the fall of 2024.

ATTACHMENTS:

- A. JMD Fee Proposal
- B. Task Order No. 4
- C. Stage Road & Iseli Road Project Map
- D. Task Order No. 5

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



JMD FEE PROPOSAL

Fee Proposal ^{a-f}																
Engineering Design Services for Stage Road and Iseli Road Rehabilitation Improvements																
City of Santa Fe Springs																
Submitted by: JMD																
May 14, 2024																
		J.Diaz	I.Salvatierra	D.Solanki	S.Itagaki	L.Castaneda	G.Figueroa	D.Dardoon	C.Lee/R. Rin	J.Felix	Daniel/Albert					
TASK	DESCRIPTION	PIC/ QA/QC MGR	SR PROJECT MANAGER	SR CIVIL ENG	SR TRAFFIC ENG	PROJ ENG	PROJ ENG	SR DES ENG	DES ENG	CLERICAL	INTERN	TOTAL LABOR HOURS	DIRECT COSTS*	TOTAL COSTS		REMARKS
		\$188.00	\$158.00	\$121.00	\$172.00	\$149.00	\$141.00	\$102.00	\$88.00	\$58.00	\$52.00					
PRELIMINARY ENGINEERING																
0	Project Administration, Coordination and Meetings (assumes 4 meetings) ^b	1	8	0	2	0	0	2	0	8	0	21	\$170	\$2,634.20		* Deliveries/Mileage/Reproduction
1.0	Field Review (2 days)	0	4	4	4	4	4	12	12	4	12	60	\$200	\$6,300.20		* Deliveries/Mileage/Reproduction
2.0	Research/Data Collection	1	2	2	2	4	4	8	8	4	4	39	\$200	\$4,410.20		* Deliveries/Mileage/Reproduction
3.0	Field Survey (Spot Locations/Elevations)	0	2	4	0	0	0	12	12	0	12	42	\$13,000	\$16,704.20		* Additional survey for south half of Stage Road
4.1	Geotechnical Engineer Analysis/Report (Not Included)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
4.2	Environmental Documentation (Not Included)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
DESIGN DEVELOPMENT (PS&E)																
5.1	Utilities Coordination	0	2	0	0	0	0	8	8	8	2	28	\$0	\$2,404.00		
5.2	Design Plans (65%)	7	23	17	14	42	34	80	88	0	68	0	\$0	\$39,907.00		
	Title Sheet (1 sheet)	0.5	2	1	2	2	4	4	4	0	4	23.5	\$0	\$2,705.00		
	Typical Sections (2 sheets)	0.5	4	2	0	4	6	12	12	0	12	52.5	\$0	\$5,314.00		
	Paving Plans (2 sheets)	0.5	6	4	0	16	8	12	8	0	0	54.5	\$0	\$6,966.00		
	Cross Gutter and Curb Ramp Details (2 sheets)	0.5	4	2	0	8	0	48	0	0	0	62.5	\$0	\$7,056.00		
	Drainage Details (2 sheets)	0.5	1	4	0	8	8	0	4	0	8	33.5	\$0	\$3,824.00		
	Miscellaneous Construction Details (2 sheets)	0.5	2	2	0	4	8	4	16	0	24	60.5	\$0	\$5,440.00		
	Signing and Striping Plan (1 sheet)	0.5	2	2	4	0	0	0	24	0	0	32.5	\$0	\$3,452.00		
	Traffic Control Plans (2 sheets)	0.5	2	0	8	0	0	0	20	0	20	50.5	\$0	\$4,586.00		
5.2.2A	Construction Bid Items and Cost Estimate - Phase A	0.5	2	2	2	8	2	2	2	0	4	24.5	\$0	\$3,058.00		
5.2.2B	Construction Bid Items and Cost Estimate - Phase B	0.5	2	2	2	8	2	2	2	0	4	24.5	\$0	\$3,058.00		
5.2.3A	Specifications and Special Provisions - Phase A	0.5	2	2	2	8	2	2	2	2	0	22.5	\$0	\$2,966.00		
5.2.3B	Specifications and Special Provisions - Phase B	0.5	2	2	2	8	2	2	2	2	0	22.5	\$0	\$2,966.00		
90% PS&E																
5.2.4	Address 65% Comments and Prepare 90% PS&E Submittal	1	8	4	8	8	16	24	24	4	16	113	\$0	\$12,384.00		
100% PS&E																
5.2.5	Address 90% Comments and Prepare 100% PS&E Submittal	0.5	4	2	4	4	8	12	12	2	8	56.5	\$0	\$6,192.00		
ADVERTISING AND BIDDING ASSISTANCE																
6.1.1	Attend Pre-Bid Meeting	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
6.1.2	Respond to Bidders' Questions	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
6.1.3	Addenda Preparation (if needed)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
6.1.4	Assist with Bid Evaluation	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
DESIGN SUPPORT DURING CONSTRUCTION																
6.2.1	Attend Pre-Construction Meeting	0	2	0	0	0	0	2	0	2	0	6	\$50	\$686.00		
6.2.2	Attend Construction Meetings (4 meetings max)	0	8	0	0	0	0	4	4	8	0	24	\$200	\$2,688.20		
6.2.3	Respond to RFIs, RFCs and Review Change Orders	0	4	0	0	0	0	4	4	4	0	16	\$0	\$1,624.00		
6.2.4	Review Shop Drawings	0	4	0	0	0	0	4	4	0	0	12	\$0	\$1,392.00		
6.2.5	Prepare and Submit As-Built Plans	0	2	2	2	0	4	8	8	4	4	34	\$0	\$3,426.00		
6.2.6	Monument Restoration (Not Included)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
TOTAL ESTIMATED LABOR HOURS		6	58	26	30	52	44	108	104	52	66	545.5	\$	13,821		
TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS)														\$112,800.00		
TOTAL ESTIMATED DESIGN COST (OPTIONS ONLY)																
Notes:																
a Rates are subject to a 5% annual increase on January 1.																
b Assumes four (4) meetings for the entire project.																
c Pavement Rehabilitation Plans will use City Maps and not 1"=40' scale plans.																
d Survey for selected locations only																
e Concrete and asphalt construction will occur sequentially without gaps in time.																
f No bidding is involved. Construction will occur immediately following design.																
													Construction Design	\$	1,000,000.00	11.28%

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 4**

In accordance with the Contract Agreement dated April 6, 2021, as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 4 – for Engineering Design Services for Stage Road and Iseli Road Rehabilitation Improvements.

Authorized Representative: **James Enriquez, P.E.**
Director of Public Works / City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, CA 90670
Telephone No.: (562) 868-0511

JMDiaz, Inc.:
Authorized Representative: **Juan M. Diaz, P.E.**
President/CEO
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK:

The CITY of Santa Fe Springs desires design services for Commercial Street Improvement of Stage Road from the Rosecrans/Marquardt Grade Separation to 700 FT northwest of Valley View Avenue and for Iseli Road from Rosecrans Avenue to Stage Road.

The following is the scope of work, schedule, and fee.

The Consultant will be responsible for preparing the project's plans, specifications, and engineers estimate, including, but not limited, to the requested items in the Fee Proposal dated May 8, 2024.

The project consists of the removal of existing asphalt concrete pavement and the placement of new asphalt concrete pavement. The structural street section is recommended to be 8" asphalt over 12" base. Additionally, the project includes the removal and replacement of curb & gutter, sidewalk, curb ramps, and driveways, as needed.

The consultant will need to perform a hydrological study, to understand the current drainage pattern and show proposed drainage patterns including all drainage devices and storm drain improvements along Stage Road.

APPROXIMATE DESIGN SCHEDULE

Authorization to Proceed	July 17, 2024
Submit 90% Design	July 26, 2024
Submit 100% Design	August 12, 2024

FEE:

The Design Services for Commercial Street Improvement of Stage Road and Iseli Road will be based, on a not-to-exceed Fee of \$112,800.00 - \$24,999.00 (Task Order No.5) = \$87,801.00 in accordance with the Fee Proposal dated May 14, 2024.

ACCEPTANCE of the terms of Task Order No. 4 is acknowledged by the following signatures of the Authorized Representatives.

[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).]

SUBMITTED BY:
City of Santa Fe Springs

ACCEPTED BY:
JMDIAZ, Inc.

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

Juan M. Diaz, P.E.
President/ CEO

Date

Date

Juan M. Diaz, P.E.
Chief Financial Officer

Date

Stage Rd and Iseli Rd



ATTACHMENT D

ON-CALL PROFESSIONAL ENGINEERING SERVICES TASK ORDER No. 5

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 5 – for Engineering Design Services for Stage Road and Iseli Road Rehabilitation Improvements.

Authorized Representative: **James Enriquez, P.E., Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JMDiaz, INC.:
Authorized Representative: **Juan M. Diaz, P.E., President/CEO**
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires design services for Commercial Street Improvement of Stage Road from the Rosecrans/Marquardt Grade Separation to 700-FT northwest of Valley View Avenue and for Iseli Road from Rosecrans Avenue to Stage Road.

The following is the scope of work, schedule, and fee.

The Consultant will be responsible for preparing the project's plans, specifications, and engineers estimate, including, but not limited, to the requested items in the Fee Proposal dated May 8, 2024.

The project consists of the removal of existing asphalt concrete pavement and the placement of new asphalt concrete pavement. The structural street section is recommended to be 8" asphalt over 12" base. Additionally, the project includes the removal and replacement of curb & gutter, sidewalk, curb ramps, and driveways, as needed.

The consultant will need to perform a hydrological study, to understand the current drainage pattern and show proposed drainage patterns including all drainage devices and storm drain improvements along Stage Road.

APPROXIMATE DESIGN SCHEDULE

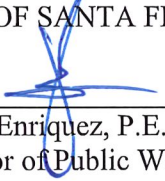
Authorization to Proceed	May 15, 2024
Submit 75% Design	June 21, 2024
Submit 90% Design	July 5, 2024
Submit 100% Design	July 19, 2024

FEE:

The Design Services for Commercial Street Improvement of Stage Road and Iseli Road will be based, on an initial not-to-exceed Fee of \$24,999.00 in accordance with the Fee Proposal dated May 14, 2024.

ACCEPTANCE of the terms of Task Order No. 5 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

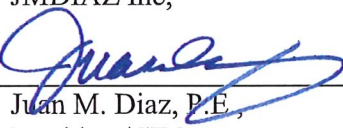


James Enriquez, P.E.,
Director of Public Works

5/16/2024

Date

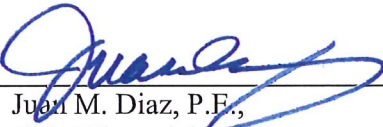
ACCEPTED BY:
JMDIAZ Inc,



Juan M. Diaz, P.E.,
President/CEO

May 15, 2024

Date



Juan M. Diaz, P.E.,
Chief Financial Officer

May 15, 2024

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

SUBJECT: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF INTERSECTION IMPROVEMENTS AT VALLEY VIEW AVENUE AND ALONDRA BOULEVARD – AWARD OF CONTRACT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award Task Order No. 6 to JMDiaz Inc., of City of Industry, California for Engineering Design Services for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project in the amount of \$260,067.00; and
- 2) Authorize the Director of Public Works to execute Task Order No. 6 for on-call professional engineering services with JMDiaz Inc.; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Valley View Avenue and Alondra Avenue Intersection Improvement project is a project funded through Los Angeles County Metropolitan Transportation Authority's (LACMTA's) Interstate 605 Corridor "Hot Spot" Interchanges Program, included in the Measure R Expenditure Plan. The funding is administered through the Gateway Cities Council of Governments. The project is also an approved Capital Improvement Plan project funded by LACTMA with Measure R funds (separate from annual Local Return Funds the City received from LACMTA) for a total budget of \$2,667,000. In order to complete the design phase of the project, staff is recommending City Council authorization to Execute Task Order No. 6 with JMDiaz Inc. in the amount of \$260,067.

On-Call Professional Engineering Services for the Design of Intersection Improvements at Valley View Avenue and Alondra Boulevard – Award of Contract
Page 2 of 3

BACKGROUND

The Valley View Avenue and Alondra Boulevard Intersection Improvement project covers areas within the shared boundaries of the City of La Mirada. The main goal of the project is to improve traffic flow through the intersection. This will involve widening the road, building right-turn lanes, creating dual left-turn lanes, and upgrading the traffic signal equipment.

On April 15, 2024, Public Works Engineering staff sent a Request for Proposal (RFP) to firms on the approved on-call list of qualified engineering firms. JMDiaz, Inc. was selected to provide professional engineering services for the design of the subject project. The consultant will prepare the project plans, specifications, and engineering estimates. The project encompasses the intersection shown in Attachment C. The project consists of the removal and replacement of existing curb and gutter, sidewalk, driveways, center median islands, hardscape, curb ramps and asphalt as needed, and traffic signal improvements.

ANALYSIS

The intersection of Valley View Avenue and Alondra Boulevard is a crucial point of traffic in the community, experiencing high levels of use. The planned improvements aim to optimize traffic flow by reducing congestion, minimizing wait times in turning lanes, increasing the intersection's capacity to accommodate more vehicles, and extending its lifespan to better serve the community for years to come.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The Valley View Avenue and Alondra Boulevard Intersection Improvement project aims to enhance roadway safety, upgrade existing infrastructure, and reduce maintenance costs for the City.

SUMMARY/NEXT STEPS

Upon the approval of the City Council on the recommended actions, City staff will coordinate with JMDiaz Inc., on the delivery of the design of the Valley View Avenue and Alondra Boulevard Intersection Improvement project per the proposal dated June 8, 2024. Staff anticipates the construction of this project starting in the fall of 2024.

On-Call Professional Engineering Services for the Design of Intersection Improvements at Valley View Avenue and Alondra Boulevard – Award of Contract
Page 3 of 3

ATTACHMENTS:

- A. JMDiaz, Inc. – Fee Proposal
- B. Task Order No. 6
- C. Valley View Avenue and Alondra Boulevard Limits

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

JMD Fee Proposal

ATTACHMENT A



Fee Proposal ^{a-e}																						
I-605 Arterial Hot Spots - Alondra Boulevard at Valley View Avenue Intersection Improvements																						
City of Santa Fe Springs																						
Submitted by: JMD																						
June 8, 2024																						
TASK	DESCRIPTION	% Comp	PRINCIPAL \$190.00	PROJECT MANAGER/ ENGINEER - CIVIL \$160.00	QA/QC MANAGER \$180.00	SR. PROJECT ENGINEER - TRAFFIC \$170.00	ANALYST \$151.00	ASSOCIATE ENGINEER / PLAN CHECKER \$120.00	SR. DESIGN ENGINEER \$100.00	DESIGN ENGINEER \$90.00	DRAFTER \$80.00	INTERN \$50.00	ADMIN/ CLERICAL \$60.00	TOTAL LABOR HOURS	SUBCONSULTANTS					OTHER DIRECT COSTS*	TOTAL COSTS	REMARKS
															NUVIS	BBEP	FHA	C Below	NDS			
I	PHASE I - PRELIMINARY ENGINEERING		22	128	28	36	16	12	28	46	40	32	124	512	\$ -	\$ -	\$ 15,000.00	\$ 24,000.00	\$ 4,000.00	\$ 1,800.00	\$ 103,656.00	
I-1	Project Administration, Meetings and Coordination		2	40	0	0	0	0	0	0	0	0	40	82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 9,680.00	* Mileage/Postage/Reproduction
I-2	Stakeholder Coordination (La Mirada, Metro, SCE, etc.) - up to 16 meetings		12	60	16	16	0	0	0	0	0	0	60	164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 21,580.00	* Mileage/Postage/Reproduction
I-3	Field Review		4	8	4	8	4	0	12	16	16	12	4	88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 9,984.00	* Mileage/Postage/Reproduction
I-4	Research/Data Collection		4	4	0	4	4	0	8	8	8	4	4	48	\$ -	\$ -	\$ -	\$ 24,000.00	\$ 4,000.00	\$ 300.00	\$ 33,584.00	* Potholing by C Below (includes 8 potholes) + Traffic Counts by NDS
I-5	Topographic Survey		0	2	0	0	0	0	0	2	0	0	0	4	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,500.00	* Incidental Surveying by JMD/FHA
I-6	Hydrology/Hydraulics		0	2	4	0	8	4	0	0	0	0	2	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,848.00	
I-7	Utility Coordination		0	12	4	0	0	8	8	12	16	12	12	84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,080.00	
I-10	Lighting Analysis		0	0	0	8	0	0	0	8	0	4	2	22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400.00	
I-11	Geotechnical Analysis/Report (Not Included) ^b		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
II	PHASE II - DESIGN DEVELOPMENT (75% PS&E)		9	49	50	29	25	29	102	184	204	146	8	835	\$ 8,940.00		\$ -	\$ -	\$ -	\$ -	\$ 90,535.00	
II-1	Design Plans (18 sheets)		7	41	22	25	25	19	94	168	200	142	4	747	\$ 8,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,955.00	
a.	Title Sheet, Project Location (1 sheet)	40	0	2	0	0	0	0	4	8	8	4	0	26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,280.00	
b.	Typical Sections (1 sheet)	40	0	2	0	0	0	0	4	8	8	4	0	26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,280.00	
c.	Valley View Avenue Plan and Profile (2 sheets)	50	2	8	4	0	4	4	16	24	24	16	0	102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,944.00	
d.	Alondra Boulevard Plan and Profile (4 sheets)	50	4	16	8	0	8	8	32	48	48	32	0	204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,888.00	
e.	Utility Plans (2 sheets)	0	0	2	2	2	12	2	4	12	24	16	4	80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,512.00	
f.	Signing and Striping Plans (1 sheet)	40	0	0	1	1	0	0	2	4	4	2	0	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,330.00	
g.	Traffic Signal Modification (1 sheet)	40	1	4	4	16	0	0	24	40	40	32	0	161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,070.00	
h.	Traffic Control Plans (2 sheets)	30	0	2	0	2	0	2	4	8	12	4	0	34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,180.00	
i.	Traffic Control Plans (2 new sheets)	0	0	2	2	2	0	2	4	8	16	16	0	52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,460.00	
j.	Street Lighting Plan (1 new sheet)	0	0	1	1	2	1	1	0	8	16	16	0	46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,751.00	
k.	Planting and Irrigation Plans (6 sheets)	50	0	2	0	0	0	0	0	0	0	0	0	2	\$ 8,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,260.00	
II-2	Construction Bid Items and Cost Estimate		1	4	2	2	0	1	4	8	2	2	0	26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,030.00	
II-3	Specifications and Special Provisions		1	4	2	2	0	1	4	8	2	2	4	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,270.00	
II-4	Quality Assurance/Quality Control		0	0	24	0	0	8	0	0	0	0	0	32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,280.00	
III	PHASE III - 90% PS&E		2	8	8	12	20	40	60	80	100	80	16	426	\$ 5,600.00		\$ 15,000.00	\$ -	\$ -	\$ 2,900.00	\$ 39,620.00	
III-1	Address 75% Comments and Prepare 90% PS&E Submittal		2	8	8	12	20	40	60	80	100	80	16	426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 39,620.00	* Mileage/Postage/Reproduction
IV	PHASE IV - 100% PS&E		2	4	4	12	16	24	32	40	80	60	8	282	\$ 5,600.00		\$ 15,000.00	\$ -	\$ -	\$ 1,900.00	\$ 26,256.00	
IV-1	Address 90% Comments and Prepare 100% PS&E Submittal		2	4	4	12	16	24	32	40	80	60	8	282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 26,256.00	* Mileage/Postage/Reproduction
ADDITIONAL SERVICES																						
A	CEQA/NEPA Documentation		0	2	0	0	0	0	0	0	0	0	2	4	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,440.00	
B	Diagnostic Meeting and Railroad Permitting ^c		12	20	4	8	0	0	24	24	24	8	20	144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 15,840.00	* Mileage/Postage/Reproduction
C	Construction and Maintenance Agreement (C&M) Coordination		4	12	0	0	0	0	0	0	0	0	20	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,880.00	
D	Easement/License Coordination		2	8	0	0	0	8	0	0	0	0	0	18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,620.00	
E	Design Support During Construction		0	8	0	0	0	8	12	16	16	8	0	68	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 9,860.00	* Mileage/Postage/Reproduction
F	Monument Restoration ^d		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	*Restoration by FHA (Assumes 10 Monuments)
TOTAL ESTIMATED LABOR HOURS (Excluding Optional Tasks)			33	185	86	77	61	81	190	310	344	258	148	1773								
TOTAL ESTIMATED COST (Excluding Optional Tasks)															\$ 17,340.00		\$ 45,000.00	\$ 24,000.00	\$ 4,000.00	\$ 7,300.00	\$ 260,067.00	
TOTAL ESTIMATED COST (Optional Tasks)															\$ 2,800.00	\$ 25,000.00	\$ 15,000.00	\$ -	\$ -	\$ 7,800.00	\$ 72,640.00	
GRAND TOTAL															\$ 2,800.00		\$ 15,000.00	\$ -	\$ -	\$ 7,800.00	\$ 332,707.00	
Notes:																						
a Rates are subject to a 5% annual increase on January 1 without budget increase.																						
b Geotechnical Report is not required.																						
c Does not include the cost of permits and accelerated permitting.																						
d Real estate assistance is not included.																						
e Includes ten monuments. Additional monument restoration is provided at \$2,000 per monument.																						
																					Construction Cost	\$ 2,933,700.00
																					60% Design	8.86%

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 6**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 6 – for Engineering Design Services for Valley View Avenue and Alondra Boulevard Intersection Improvements.

Authorized Representative: **James Enriquez, P.E., Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JMDiaz, INC.:

Authorized Representative: **Juan M. Diaz, P.E., President/CEO**
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires design services for Commercial Street Improvement of the intersection of Valley View Avenue and Alondra Boulevard.

The following is the scope of work, schedule, and fee.

- The Consultant will be responsible for preparing the project's plans, specifications, and engineers estimate, including, but not limited, to the requested items in the Fee Proposal dated June 8, 2024.
- The project consists of the removal and replacement of existing curb and gutter, sidewalk, driveways, center median islands, hardscape, curb ramps, as needed and traffic signal improvements.

APPROXIMATE DESIGN SCHEDULE

Authorization to Proceed	July 17, 2024
Submit 90% Design	September 12, 2024
Submit 100% Design	October 3, 2024

FEE: The Design Services for Commercial Street Improvement of Valley View Avenue and Alondra Boulevard is based, on a not-to-exceed Fee of \$260,067.00 in accordance with the Fee Proposal dated June 8, 2024.

Exhibit 2 – Task Order No. 6

ACCEPTANCE of the terms of Task Order No. 6 is acknowledged by the following signatures of the Authorized Representatives.

[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).]

SUBMITTED BY:
City of Santa Fe Springs

ACCEPTED BY:
JMDIAZ, Inc.

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

Juan M. Diaz, P.E.
President/ CEO

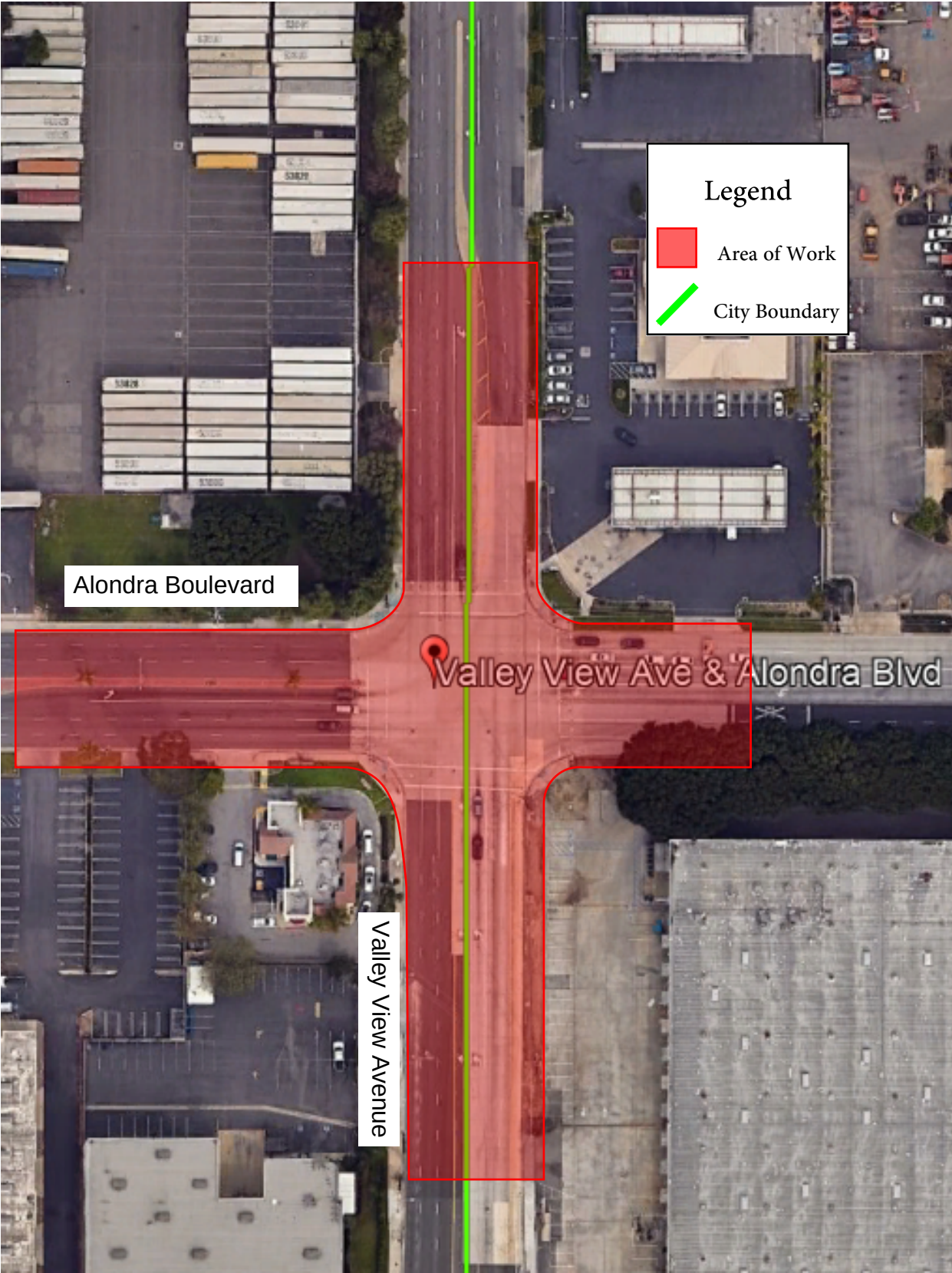
Date

Date

Juan M. Diaz, P.E.
Chief Financial Officer

Date

Site Map - Valley View Avenue & Alondra Boulevard





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: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF COMMERCIAL STREET IMPROVEMENTS TO DINARD AVENUE, MARYTON AVENUE, MARQUARDT AVENUE, PARK STREET, AND PIKE STREET – AWARD OF CONTRACT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award Task Order No. 5 to NV5, Inc., of Irvine, California for Engineering Design Services for Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Rehabilitation Improvements in the amount of \$197,270.00; and
- 2) Authorize the Director of Public Works to execute Task Order No. 5 for on-call professional engineering services with NV5, Inc.; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Commercial Street Improvement Project includes Dinard Avenue (PW230503) with a budget of \$450,000.00, Maryton Avenue (PW230502) with a budget of \$530,000.00, Marquardt Avenue (PW230501) with a budget of \$355,000.00, Park Street (PW220502) with a budget of \$320,000.00, and Pike Street (PW230505) with a budget of \$525,000. These projects are approved Capital Improvement Plan projects and will be advertised as a single construction contract to maximize economies of scale. The projects are funded with Redevelopment Project Tax Allocation Bond funds. Although current appropriated project funds are adequate to cover engineering and design tasks, an additional appropriation will be likely at a later date to complete the construction of the projects.

On-Call Professional Engineering Services for the Design of Commercial Street Improvements Dinard Avenue, Maryton Avenue, Marquardt, Park Street, and Pike Street – Award of Contract

Page 2 of 3

At this time, staff is recommending City Council authorization to Execute Task Order No. 5 in the amount of \$197,270.00 to complete the design phase.

BACKGROUND

On June 11, 2024, Public Works Engineering staff issued a Request for Quote (RFQ) to the approved list of as-needed qualified engineering firms for professional engineering services. The services are for the design of Commercial Street Improvements on Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street. The project will require the preparation of plans, specifications, and engineering estimates by the selected consultant. The project encompasses specific street segments, each with its own requirements for improvement. These include the removal of existing asphalt concrete pavement and the placement of new asphalt pavement. The structural street sections vary, ranging from 4" A.C. Pavement to 9" Aggregate Base, with each street being designed accordingly. Additionally, the project will involve the removal and replacement of curb & gutter, sidewalk, curb ramps, and driveways, as necessary. This work will be carried out on Dinard Avenue from Maryton Avenue to Rosecrans Avenue, Maryton Avenue from Dinard Avenue to Rosecrans Avenue, Marquardt Avenue from Imperial Highway to 625 ft. south of Imperial Highway, Park Street from Shoemaker Avenue to west cul-de-sac, and Pike Street from Norwalk Avenue to west cul-de-sac.

ANALYSIS

The pavement on Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street has reached the end of its serviceable life. The objective of this project is to revitalize the roads, prolong their lifespan, enhance safety, and sustain the level of service to the community.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Rehabilitation Improvements project will improve the condition of the existing roadways, enhance operational safety and reduce maintenance costs.

On-Call Professional Engineering Services for the Design of Commercial Street Improvements Dinard Avenue, Maryton Avenue, Marquardt, Park Street, and Pike Street – Award of Contract

Page 3 of 3

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with NV5, Inc., on the delivery of the streets design project per the RFQ. Staff expects the construction of the project to commence in the spring of 2025.

ATTACHMENTS:

- A. Proposal from NV5
- B. Task Order No. 5 with NV5
- C. Project Site Maps

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

PN: P27524-0004979.00



June 25, 2024

City of Santa Fe Springs
Attn: Jose Larios, Associate Civil Engineer
11710 Telegraph Road
Santa Fe Springs, CA 90670

SUBJECT: Street Improvements Design for Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street & Pike Street

Dear Mr. Larios,

NV5, Inc. is excited to have the opportunity to provide Engineering Design Services to the City of Santa Fe Springs (City) for its Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street & Pike Street project. Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City give us the ability to continue providing Professional Engineering Services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes and the community you serve. This, in turn, allows us to provide the required professional engineering services in the most efficient manner. Our team recently provided Engineering Design Services for the City for the following projects:

- Residential Street Improvements South of Florence Avenue (Triangle)
- Pioneer Boulevard (Charlesworth Road to Los Nietos Road)

Relevant Experience: We have a proven track record of successfully providing engineering design services to municipalities throughout Southern California, most of which have been repeat clients. Our team is currently working on or has completed similar street improvement projects for cities throughout Southern California, including:

- Residential Slurry Seal & Arterial Roadway Rehab, City of Placentia
- Beryl Street Improvements, City of Redondo Beach
- Cherry Avenue and Other Streets Improvements, Fontana Area, County of San Bernardino
- Annual Residential Streets Rehabilitation (Phases 1 & 2), City of Compton
- El Monte Avenue and Baldwin Avenue Street Improvements, City of El Monte
- Huntington Drive Improvements, City of Monrovia
- FY 2022-23 Street Improvements, City of La Habra Heights
- FY 2017-18 Annual Street Rehabilitation, City of Villa Park

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. We are proposing **David Niknafs, PE, as Project Manager**. Mr. Niknafs has more than 30 years of civil engineering experience working on various capital improvement projects and has managed numerous public works and development projects, with a focus on transportation projects. He also served as Project Manager for both the South of Florence Avenue and Pioneer Boulevard street improvement projects.

In-House Services: In addition to providing Engineering Design Services for this project, NV5 will be using our in-house Geotechnical and Survey teams.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at david.niknafs@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

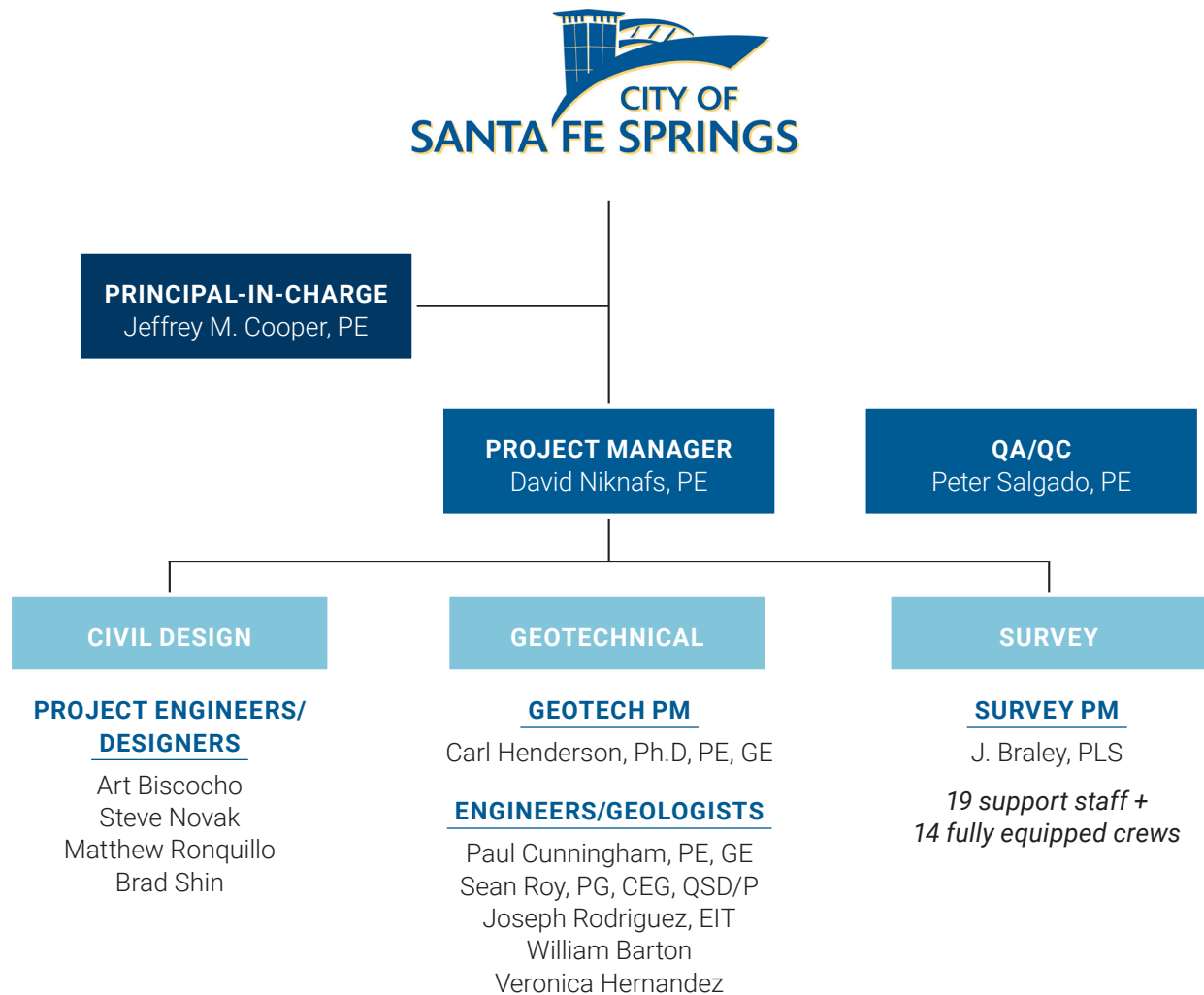

David Niknafs, PE
Director of Transportation


Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

PROJECT TEAM

Organization Chart

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested engineering design services. Shown below are team roles and responsibilities.



PROJECT TEAM

Key Staff Qualifications

NAME	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
David Niknafs, PE	Project Manager	30	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697
Peter Salgado, PE	QA/QC	25	B.S. Civil Engineering; Civil Engineer (CA) No. 63159
Art Biscocho	Civil Project Engineer/ Designer	30	B.S. Civil Engineering
Steve Novak	Civil Project Engineer/ Designer	25	A.S. Building Technology; Master Planning Communities certificate
Matthew Ronquillo	Civil Project Engineer/ Designer	1.5	B.S. Civil Engineering; A.S. Engineering; A.A. Science & Mathematics
Brad Shin, EIT	Civil Project Engineer/ Designer	16	B.S. Civil Engineering; Engineer-in-Training
Carl Henderson, Ph.D., PE, GE	Geotechnical Project Manager	24	Ph.D. Civil Engineering; M.S. Civil Engineering (Geotechnical); B.S. Civil Engineering; Geotechnical Engineer (CA) No. 2886; Civil Engineer (CA) No. 71115
Paul Cunningham, PE, GE	Geotechnical Senior Engineer	10	Civil Engineer (CA) No. 78292; Geotechnical Engineer (CA) No. 3186
Sean Roy, PG, CEG, QSD/P	Senior Geologist	19	B.S. Engineering Geology; Professional Geologist (CA) No. 8765; Certified Engineering Geologist (CA) No. 2760; Qualified SWPPP Developer/Practitioner No. 25794; MSHA Certified; OSHA 40-Hour Certified; OSHA 8-Hour Refresher; OSHA HAZWOPER Supervisor
Joseph Rodriguez, EIT	Geotechnical Senior Staff Engineer	9	B.S. Civil Engineering; Engineer in Training (EIT); ACI Concrete Field Testing Technician – Grade I
William Barton	Geotechnical Staff Engineer/Geologist	2	B.S. Geological Engineering; Nuclear Gauge Certification
Veronica Hernandez	Staff Geologist	3.5	B.S. Geology; APNGA Portable Nuclear Gauge Safety; U.S.D.O.T. Hazmat Certification
J. Braley, PLS	Survey Project Manager	45	General Education and Land Survey courses; Professional Land Surveyor (CA) No. 8446, (NV) No. 19903

PROJECT MANAGER

CONTACT INFO

david.niknafs@nv5.com

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 42697

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Transportation &
Development Institute

DAVID NIKNAFS, PE

Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

Mr. Niknafs has managed engineering design services for street/roadway projects for dozens of agencies across Southern California. A sampling of projects is included below:

- Residential Streets South of Florence Avenue (Triangle) Street Improvements | City of Santa Fe Springs
- Pioneer Boulevard Street Improvements | City of Santa Fe Springs
- FY 2023-24 Street Rehabilitation | City of Placentia
- Menifee Road and Fire Station No. 76 Entrance Traffic Signal (CIP 23-09) | City of Menifee
- FY 2022-23 Pavement Management Program Implementation | City of Glendale
- Residential Alley Improvements | City of Santa Fe Springs
- FY 2022-23 Street Improvements | City of La Habra Heights
- Hacienda Avenue Spa Zone Street Improvements | City of Desert Hot Springs
- Cherry Avenue and Other Roads, Fontana Area | County of San Bernardino
- Phelan Road in the Phelan Area | County of San Bernardino
- Reche Canyon Road and Other Roads, Colton Area | County of San Bernardino
- Chino/Montclair Area ADA Ramps | County of San Bernardino
- Manhattan Beach Boulevard & Peck Avenue Traffic Signal Improvements | City of Manhattan Beach
- FY 2021-22 Street Improvements | City of La Habra Heights
- FY 2020-21 Street Improvements | City of La Habra Heights
- Beryl Street Drainage and Street Improvements | City of Redondo Beach
- El Monte Avenue and Baldwin Avenue Street Improvements | City of El Monte
- Multiple Street Improvements | City of Chino
- FY 2019-20 Street Improvements | City of La Habra Heights
- Residential Slurry Seal and Arterial Roadway Rehabilitation | City of Placentia
- Various Street Improvements | City of Costa Mesa
- Huntington Drive Improvements | City of Monrovia
- FY 2018-19 Street Rehabilitation | City of La Habra Heights
- Annual Residential Street Rehabilitation, Phase 1 & Phase 2 | City of Compton
- Knight Way and Gould Avenue Improvements | City of La Canada Flintridge
- 177th Street Improvements | City of Torrance
- North La Brea Avenue "Green Street" Improvements | City of Inglewood
- Various Street Improvements | City of Lynwood



PAST SIMILAR PROJECT EXPERIENCE



Residential Slurry Seal & Arterial Roadway Rehabilitation

CITY OF PLACENTIA

NV5 prepared plans, specifications and cost estimates for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation projects. The projects included the slurry seal of residential roadway pavement and new arterial roadway pavement along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City. Services provided include obtaining existing as-built plans and available pertinent data; taking pavement core samples; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

FY 2022-23 Street Improvements

CITY OF LA HABRA HEIGHTS

NV5 is providing engineering design services for the City's FY 2022-23 Street Improvements. Improvements include grind and overlay, slurry seal, and crack seal, depending on the current condition of each roadway segment. Our services include providing preliminary and final street improvement plans; specifications; quantity and cost estimates; and design support during construction.



Cherry Avenue & Other Roads, Fontana Area

COUNTY OF SAN BERNARDINO

NV5 is providing engineering design and surveying services, including preparation of final plans, specifications and cost estimates for the project, which involves pavement rehabilitation to Cherry Avenue and other roads (approximately 14.72 miles) and for the replacement of existing ADA ramps at 42 locations in the Fontana area. NV5 will review the existing topographic to ensure new ramps drain properly and identify and address localized drainage issues within the project footprint. NV5's services also include preparation of legal descriptions and plats; utility coordination; preparation of traffic signing and striping plans and a pedestrian traffic plan; and environmental services support. Optional tasks include monument preservation and construction staking; and advertising, bidding and construction support.

Annual Residential Streets Rehabilitation, Phase 1 and Phase 2

CITY OF COMPTON

NV5 provided engineering design services for the preparation of plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

PROJECT UNDERSTANDING + APPROACH

Project Understanding

We have reviewed the RFQ issued by the City of Santa Fe Springs for Design Services for the Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Improvements project (project). In addition, we have performed a review of the project area completely familiarizing ourselves with the project goals and requirements. This groundwork provides a comprehensive understanding of key issues anticipated for the requested professional services and will enable our team to execute the design services promptly and efficiently for the proposed project. We have a thorough understanding of the requested professional services, project requirements, and demands. The work includes the preparation of design plans, specifications, and cost estimates for the project. The project includes street improvements along the following street segments:

Street	From	To	Approx. Area (SF)	Existing Section
1. Dinard Ave	Maryton Ave	Rosecrans Ave	54,000	4" A.C. Pavement over 8" of Aggregate Base
2. Maryton Ave	Dinard Ave	Rosecrans Ave	61,600	4" A.C. Pavement over 8" of Aggregate Base
3. Marquardt Ave	Imperial Hwy	625-ft. South	38,800	Varies 4 – 5" A.C. Pavement over 9" of Aggregate Base
4. Park St	Shoemaker Ave	West Cul-de-Sac	31,600	Varies 2-1/2" – 4" A.C. Pavement over 9" of Aggregate Base
5. Pike St	Norwalk Ave	West Cul-de-Sac	57,600	4" A.C. Pavement over 9" of Aggregate base

Project Approach

NV5's approach to each project is specifically tailored to the established goals, objectives, and schedules identified by our clients. Our work plans are detailed and specific to each project's unique requirements. However, fundamental core values and principles are integrated and employed on each project undertaken. Project development begins at the Request for Quotation (RFQ) Proposal stage and culminates in the creation of final design documents. We have thoroughly reviewed the RFQ to assess the technical requirements of the work and the project delivery schedule. We will deliver the work within the time constraints established by the City. We can make these commitments and assurances because of our highly experienced and diverse staff and our corporate organization that allows us to quickly respond to requests and organize resources when needed. Each phase is important and essential to overall project success. NV5 has extensive local experience in all aspects of alley improvements projects. We can provide the professional design services required for the project.

Scope of Work

We have a thorough understanding of the requested professional services and project requirements. The anticipated scope of work in general includes the following design services for the proposed street improvements project:

MEETINGS & COORDINATION

NV5 will perform the following tasks:

- We will attend a virtual kick-off meeting/conference call with the City staff and coordinate all design activities.
- Attend three (3) virtual meetings with City staff and/or project stakeholders to define the roles and responsibilities, and to determine which deliverables are necessary to meet project approval requirements.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with City staff and stakeholders.
- Tracking progress of the work.



Marquardt Facing North

PROJECT UNDERSTANDING + APPROACH

OBTAIN & REVIEW DOCUMENTS/AS-BUILT PLANS

We will obtain and review available information pertinent to the project such as the existing as-built plans and utility plans.

UTILITY NOTIFICATION & COORDINATION

We will research and obtain record maps for the existing utilities within the project limits. Utility coordination for the project will include the following tasks:

- Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits.
- Notify each utility purveyor, in writing, of the City's proposed project and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Prepare a Utility Notification Log to track utility company contacts and responses, including contact information and dates of all outgoing and incoming correspondence.



Park and Shoemaker

SURVEY

Research: NV5 will research and obtain existing GIS locations showing the approximate alley right-of-way. Horizontal control will be established per California State Plane Coordinates Zone 5, US Survey Feet. Vertical control will be established per Los Angeles County record benchmarks at or near the site.

Topographic Survey: NV5 will conduct a field survey of existing topographic features that includes pavement area, driveways, sidewalks, curb and gutter, trees, existing striping, light poles, power poles, pull boxes, manholes, fire hydrants, and any other surface visible utilities. The extents of the survey will be within the limits of the project as shown on the Exhibits attached to the RFQ. Limits of survey will be from back of sidewalk.

NV5 will prepare a Topographic Survey Map for the project area. NV5 will provide AutoCAD file along with a PDF exhibit of the work area. Mapping will be in conformance with 2021 Minimum Standards for ALTA\NSPS Land Title Surveys, with a plotting scale of 1"= 40' and equivalent vertical accuracy for 1.0' contours intervals.

PAVEMENT INVESTIGATION

The purpose of NV5's investigation will be to evaluate the geotechnical conditions affecting the existing pavement, and subgrade soils, and provide recommendations, from a geotechnical standpoint, regarding the proposed improvements along Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street. NV5's proposed scope of services will include the following:

- Review of geotechnical maps and documents pertaining to the existing alleys and vicinity.
- Obtaining encroachment and traffic control permits from the City of Santa Fe Springs. We assume that the permit fee will be waived by the City. General traffic control plans will be prepared and submitted, but we assume that boring-specific traffic control plans or signed and stamped plans are not required.
- Field reconnaissance of the site to mark out core/boring locations and coordination with Underground Service Alert (USA).
- Field investigation of the existing pavement section, and sampling of aggregate base and subgrade material utilizing coring equipment and hand augers.
 - The investigation will consist of excavating up to four (4) pavement cores within each street listed above.
 - Hand augers will be advanced to final depths of about 3 ½ feet below the existing pavement surface.
 - The intent of the investigation is to measure the existing pavement section (asphalt concrete and aggregate base), aggregate base) and collect representative samples of aggregate base and near-surface subgrade soils for laboratory testing.
 - The samples will be transported to NV5's geotechnical laboratory for testing. Subsequent to logging and sampling, the cored locations will be backfilled with soil cuttings and patched with cold-patch asphalt or quick-set cement concrete.

PROJECT UNDERSTANDING + APPROACH

- Appropriate laboratory testing of representative samples of the subgrade soils encountered to evaluate their geotechnical engineering characteristics. Laboratory tests will likely include in-situ moisture content, sieve analysis, maximum dry density and optimum moisture content (proctor), expansion index, plasticity index (Atterberg Limits), R-value testing and corrosivity.
- Geotechnical analysis of the data obtained.
- Evaluate the accumulated information and develop conclusions and recommendations addressing the geotechnical aspects of the project.

Preparation of a final report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint for this project. The reports will include a discussion of the general subsurface soil conditions and existing pavement. The report will include recommendation for subgrade preparation, soil corrosion potential, and pavement design options.

PRELIMINARY PLANS

NV5 will prepare street Improvement Plans. We will review the available as-built plans, conduct field review, utilize the information provided by our Survey group and Geotechnical group.

We will prepare plans for the proposed pavement improvements. Street Improvement Plans will exhibit proposed pavement improvements with appropriate construction notes. The plans will be prepared at 40 scale (1"=40'). The submittal milestone will be at 90% and 100%.

The plan set will include the following:

- Title Sheet and Notes
- Demo Plan
- Typical Section Details
- Street Improvement Plan
- Signing and Striping Plan
- Detail Plan
- Standard Detail sheet

FINAL PLANS

Upon receipt of the review comments from the City, we will proceed to prepare the final improvement plans for the project. The final plans will be signed and prepared under the supervision of a Professional Engineer, registered in the State of California. The final plans will be provided in digital PDF and in ACAD (DWG) format.

SPECIFICATIONS

NV5 will prepare specifications/special provisions required for construction of the project. Specifications will be prepared utilizing the City's most current boilerplate bid package and the latest edition of Greenbook. The specifications will be prepared utilizing Microsoft Word.

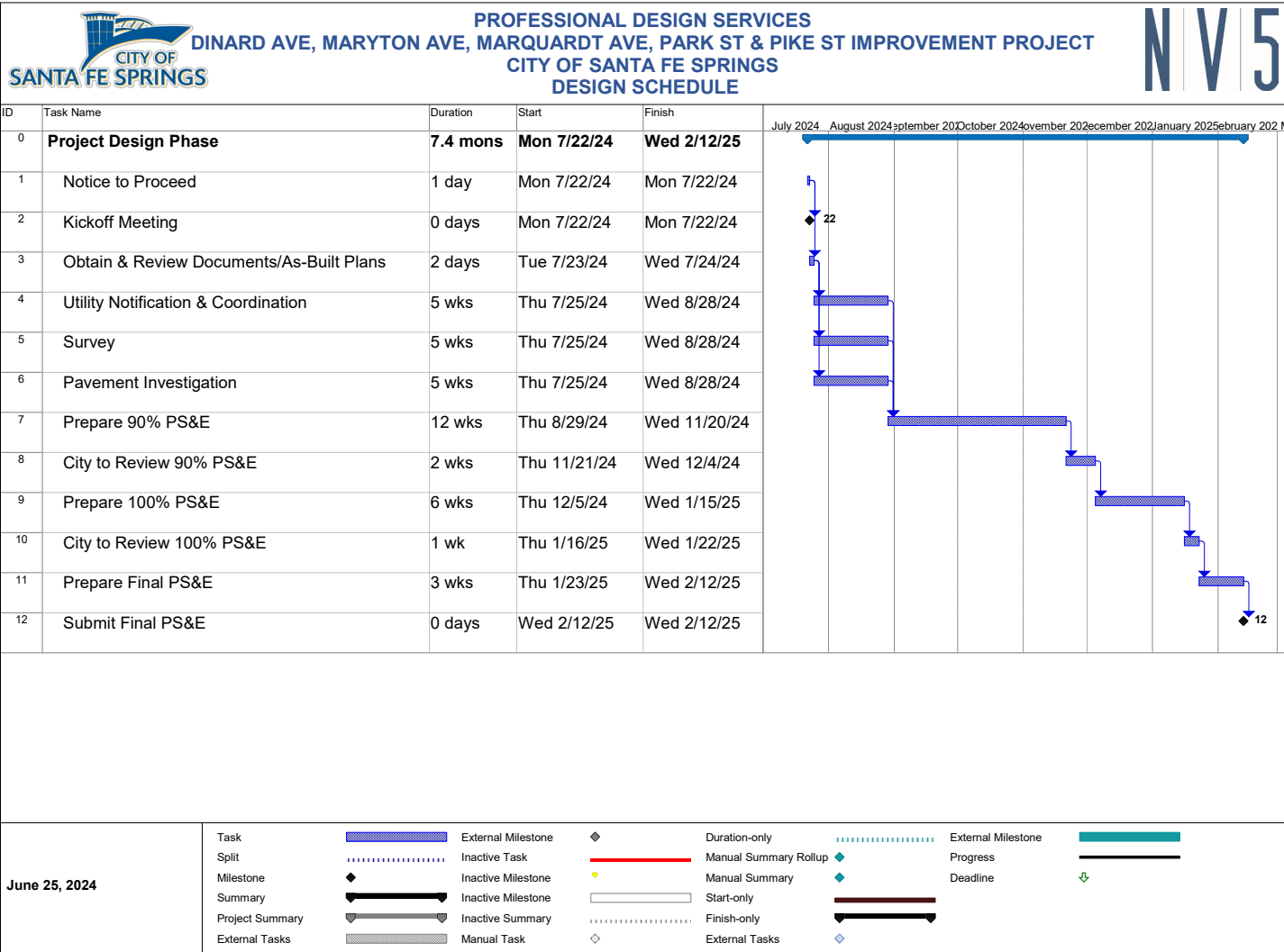
COST ESTIMATE

NV5 will prepare Estimate of Probable Construction Cost for the proposed improvements. We will include quantities for the proposed items.

Exemptions & Exclusions:

1. Right of Way acquisition, appraisals, and title reports.
2. Landscaping and Irrigation Design Services.
3. Traffic Signal Plans and Traffic Control Plans.
4. Construction Management and Inspection Services.
5. Application fees, permit fees, or any other fees required for the project.

PROJECT SCHEDULE





FEE PROPOSAL
City of Santa Fe Springs
Dinard Ave (Dinard Ave to Rosecrans Ave)
Professional Engineering Design Services

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$200		PROJECT MANAGER \$220		PROJECT ENGINEER \$135		ASSOCIATE ENGINEER \$120		ASSISTANT ENGINEER \$100		SURVEY/ GEOTECH	REIMBURS (copies, mileage, delivery, etc.)	FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Project Meetings and Coordination		\$0	4	\$880	2	\$270	2	\$240	2	\$200			\$1,590
2	Obtain & Review Record Drawings/As-Built Plans		\$0	1	\$220	2	\$270	2	\$240	2	\$200		\$100	\$1,030
3	Utility Notification and Coordination		\$0	2	\$440		\$0		\$0	14	\$1,400		\$100	\$1,940
4	Topographic Survey		\$0		\$0		\$0		\$0		\$0	\$7,500		\$7,500
5	Pavement Investigation		\$0		\$0		\$0		\$0		\$0	\$8,000		\$8,000
6	Prepare Preliminary Street Improvement Plans	4	\$800	20	\$4,400	20	\$2,700	30	\$3,600	23	\$2,300			\$13,800
7	Prepare Final Street Improvement Plans	2	\$400	8	\$1,760	10	\$1,350	12	\$1,440	10	\$1,000			\$5,950
8	Prepare Specifications	1	\$200	2	\$440		\$0	2	\$240	10	\$1,000			\$1,880
9	Prepare Cost Estimate	1	\$200	2	\$440		\$0	2	\$240	8	\$800			\$1,680
	Subtotal	8	\$1,600	39	\$8,580	34	\$4,590	50	\$6,000	69	\$6,900	\$15,500	\$200	
Total Fee														\$43,370

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.
If additional services outside of the scope included herein are requested, such services will be performed on a time and materials basis in addition to the estimated fee.



FEE PROPOSAL
City of Santa Fe Springs
Maryton Ave (Dinard Ave to Rosecrans Ave)
Professional Engineering Design Services

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$200		PROJECT MANAGER \$220		PROJECT ENGINEER \$135		ASSOCIATE ENGINEER \$120		ASSISTANT ENGINEER \$100		SURVEY/ GEOTECH	REIMBURS (copies, mileage, delivery, etc.)	FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Project Meetings and Coordination		\$0	4	\$880	2	\$270	2	\$240	2	\$200			\$1,590
2	Obtain & Review Record Drawings/As-Built Plans		\$0	1	\$220	2	\$270	2	\$240	2	\$200		\$100	\$1,030
3	Utility Notification and Coordination		\$0	2	\$440		\$0		\$0	14	\$1,400		\$100	\$1,940
4	Topographic Survey		\$0		\$0		\$0		\$0		\$0	\$7,500		\$7,500
5	Pavement Investigation		\$0		\$0		\$0		\$0		\$0	\$8,000		\$8,000
6	Prepare Preliminary Street Improvement Plans	4	\$800	20	\$4,400	20	\$2,700	30	\$3,600	25	\$2,500			\$14,000
7	Prepare Final Street Improvement Plans	2	\$400	8	\$1,760	10	\$1,350	12	\$1,440	10	\$1,000			\$5,950
8	Prepare Specifications	1	\$200	2	\$440		\$0	2	\$240	10	\$1,000			\$1,880
9	Prepare Cost Estimate	1	\$200	2	\$440		\$0	2	\$240	8	\$800			\$1,680
	Subtotal	8	\$1,600	39	\$8,580	34	\$4,590	50	\$6,000	71	\$7,100	\$15,500	\$200	
Total Fee														\$43,570

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.
If additional services outside of the scope included herein are requested, such services will be performed on a time and materials basis in addition to the estimated fee.



FEE PROPOSAL
City of Santa Fe Springs
Pike Street (Norwalk Ave to West Cul-de-Sac)
Professional Engineering Design Services

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$200		PROJECT MANAGER \$220		PROJECT ENGINEER \$135		ASSOCIATE ENGINEER \$120		ASSISTANT ENGINEER \$100		SURVEY/ GEOTECH	REIMBURS (copies, mileage, delivery, etc.)	FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Project Meetings and Coordination		\$0	4	\$880	2	\$270	2	\$240	2	\$200			\$1,590
2	Obtain & Review Record Drawings/As-Built Plans		\$0	1	\$220	2	\$270	2	\$240	2	\$200		\$100	\$1,030
3	Utility Notification and Coordination		\$0	2	\$440		\$0		\$0	14	\$1,400		\$100	\$1,940
4	Topographic Survey		\$0		\$0		\$0		\$0		\$0	\$7,500		\$7,500
5	Pavement Investigation		\$0		\$0		\$0		\$0		\$0	\$8,000		\$8,000
6	Prepare Preliminary Street Improvement Plans	4	\$800	20	\$4,400	20	\$2,700	30	\$3,600	33	\$3,300			\$14,800
7	Prepare Final Street Improvement Plans	2	\$400	8	\$1,760	10	\$1,350	12	\$1,440	10	\$1,000			\$5,950
8	Prepare Specifications	1	\$200	2	\$440		\$0	2	\$240	10	\$1,000			\$1,880
9	Prepare Cost Estimate	1	\$200	2	\$440		\$0	2	\$240	8	\$800			\$1,680
	Subtotal	8	\$1,600	39	\$8,580	34	\$4,590	50	\$6,000	79	\$7,900	\$15,500	\$200	
Total Fee														\$44,370

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.
If additional services outside of the scope included herein are requested, such services will be performed on a time and materials basis in addition to the estimated fee.



FEE PROPOSAL
City of Santa Fe Springs
Marquardt Ave (Imperial Hwy to 625-ft South)
Professional Engineering Design Services

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$200		PROJECT MANAGER \$220		PROJECT ENGINEER \$135		ASSOCIATE ENGINEER \$120		ASSISTANT ENGINEER \$100		SURVEY/ GEOTECH	REIMBURS (copies, mileage, delivery, etc.)	FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Project Meetings and Coordination		\$0	4	\$880	2	\$270	2	\$240	2	\$200			\$1,590
2	Obtain & Review Record Drawings/As-Built Plans		\$0	1	\$220	2	\$270	2	\$240	2	\$200		\$100	\$1,030
3	Utility Notification and Coordination		\$0	2	\$440		\$0		\$0	14	\$1,400		\$100	\$1,940
4	Topographic Survey		\$0		\$0		\$0		\$0		\$0	\$4,000		\$4,000
5	Pavement Investigation		\$0		\$0		\$0		\$0		\$0	\$8,000		\$8,000
6	Prepare Preliminary Street Improvement Plans	2	\$400	10	\$2,200	14	\$1,890	26	\$3,120	20	\$2,000			\$9,610
7	Prepare Final Street Improvement Plans	1	\$200	4	\$880	4	\$540	8	\$960	8	\$800			\$3,380
8	Prepare Specifications	1	\$200	2	\$440		\$0	2	\$240	6	\$600			\$1,480
9	Prepare Cost Estimate	1	\$200	2	\$440		\$0	2	\$240	8	\$800			\$1,680
	Subtotal	5	\$1,000	25	\$5,500	22	\$2,970	42	\$5,040	60	\$6,000	\$12,000	\$200	
Total Fee														\$32,710

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.
If additional services outside of the scope included herein are requested, such services will be performed on a time and materials basis in addition to the estimated fee.



FEE PROPOSAL
City of Santa Fe Springs
Park Street (Shoemaker Ave to West Cul-de-Sac)
Professional Engineering Design Services

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$200		PROJECT MANAGER \$220		PROJECT ENGINEER \$135		ASSOCIATE ENGINEER \$120		ASSISTANT ENGINEER \$100		SURVEY/ GEOTECH	REIMBURS (copies, mileage, delivery, etc.)	FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Project Meetings and Coordination		\$0	4	\$880	2	\$270	2	\$240	2	\$200			\$1,590
2	Obtain & Review Record Drawings/As-Built Plans		\$0	1	\$220	2	\$270	2	\$240	2	\$200		\$100	\$1,030
3	Utility Notification and Coordination		\$0	2	\$440		\$0		\$0	14	\$1,400		\$100	\$1,940
4	Topographic Survey		\$0		\$0		\$0		\$0		\$0	\$4,000		\$4,000
5	Pavement Investigation		\$0		\$0		\$0		\$0		\$0	\$8,000		\$8,000
6	Prepare Preliminary Street Improvement Plans	2	\$400	12	\$2,640	14	\$1,890	26	\$3,120	21	\$2,100			\$10,150
7	Prepare Final Street Improvement Plans	1	\$200	4	\$880	4	\$540	8	\$960	8	\$800			\$3,380
8	Prepare Specifications	1	\$200	2	\$440		\$0	2	\$240	6	\$600			\$1,480
9	Prepare Cost Estimate	1	\$200	2	\$440		\$0	2	\$240	8	\$800			\$1,680
	Subtotal	5	\$1,000	27	\$5,940	22	\$2,970	42	\$5,040	61	\$6,100	\$12,000	\$200	
Total Fee														\$33,250

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.
If additional services outside of the scope included herein are requested, such services will be performed on a time and materials basis in addition to the estimated fee.

If NV5 is awarded all five (5) streets together and the work is done simultaneously, a ten percent (10%) fee reduction will be considered.

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 5**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and NV5, Inc. (CONSULTANT), Task Order No. 5 – the Design of Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street.

Authorized Representative: **James Enriquez, Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

NV5, Inc.:

Authorized Representative: **Jeffrey M. Cooper, Vice President**
Address: 163 Technology Drive, Suite 100
Irvine, CA 92618
Telephone No.: (949) 585-0477

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Design Services for the Design of Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Improvements.

The following is the scope of work, schedule, and fee.

The Consultant will be responsible for preparing the project's plans, specifications, and engineering estimates. The project will consists of the removal of existing asphalt concrete pavement. The structural street section vary between streets but range from 4" A.C. Pavement to 9" Aggregate Base and each street will design accordingly. Additionally, the project includes the removal and replacement of curb & gutter, sidewalk, curb ramps, and driveways, as needed. For additional information, reference RFQ.

APPROXIMATE DESIGN SCHEDULE

Kick-off Meeting & Notice to Proceed	July 22, 2024
Submit 90% PS&E	December 20, 2024
Submit 100% PS&E	February 14, 2025
PSE Complete with City approval	March 14, 2025

FEE:

The Design of Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Improvements Project will be based on a Not to Exceed Fee of \$197,270 per the NV5, Inc. Request for Quote dated June 25, 2024.

ACCEPTANCE of the terms of Task Order No. 5 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
NV5 Inc,

James Enriquez, P.E.,
Director of Public Works

Jeffrey M. Cooper, Vice President
President/ CEO

Date

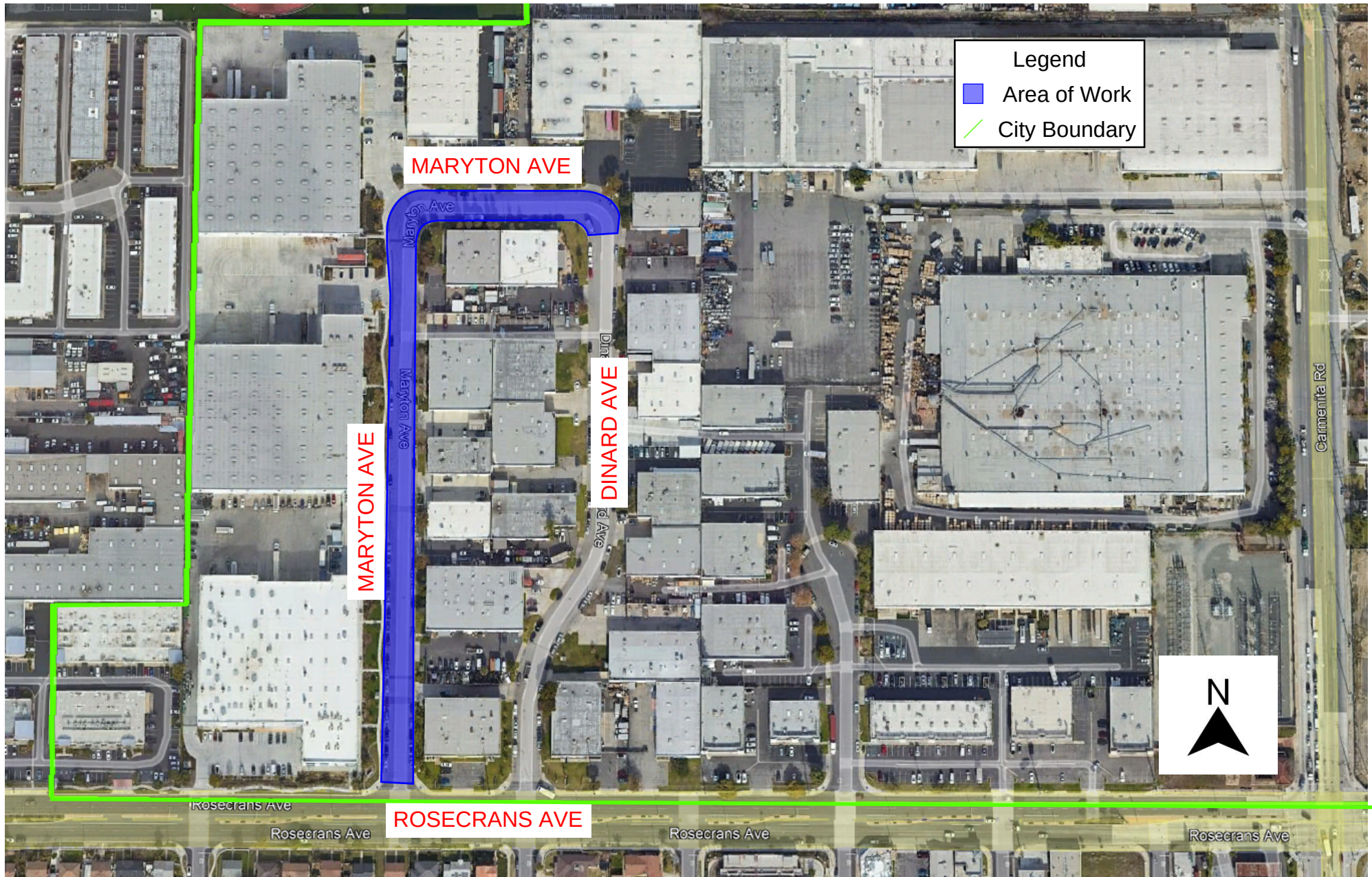
Date

PROJECT SITE MAPS

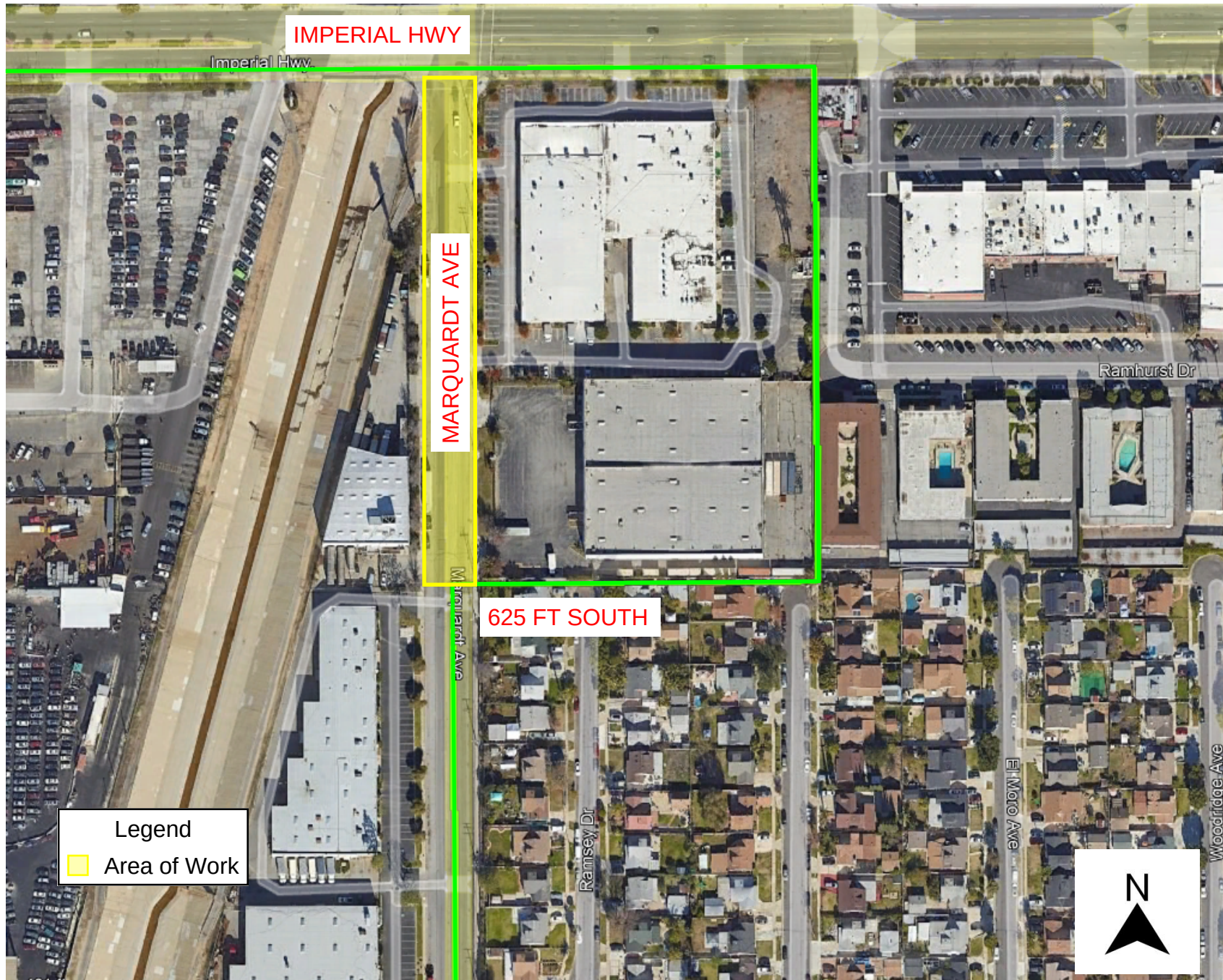
DINARD AVE (MARYTON AVE TO ROSECRANS AVE)



MARYTON AVE (DINARD AVE TO ROSECRANS AVE)



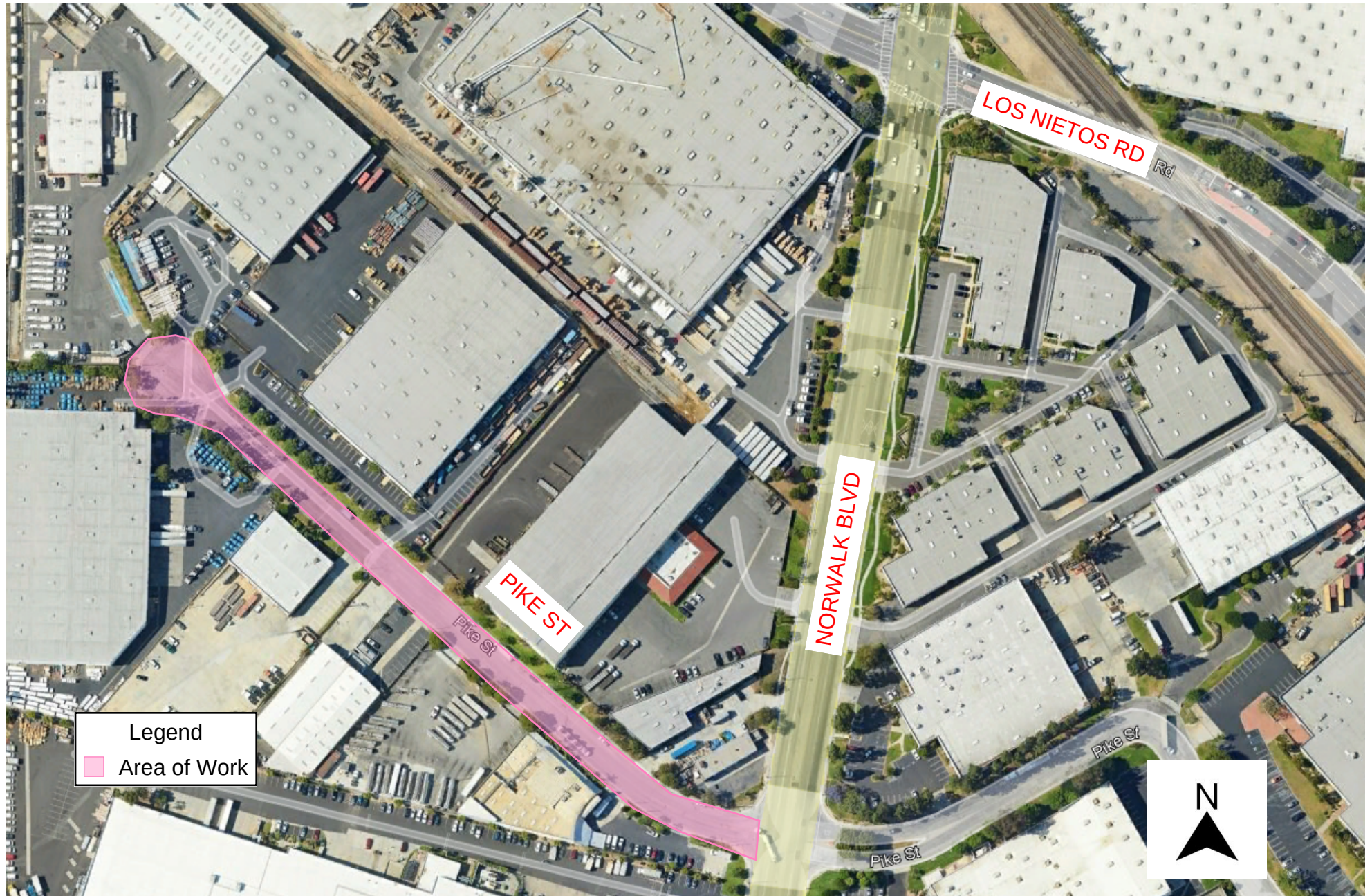
MARQUARDT AVE (IMPERIAL HWY TO 625FT SOUTH)



PARK ST (SHOEMAKER AVE TO WEST CUL-DE-SAC)



PIKE ST (NORWALK BLVD TO WEST CUL DE SAC)





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: APPROVE AMENDMENT NUMBER ONE TO THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF IRWINDALE

DATE: July 16, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve Amendment Number One to the agreement with the City of Irwindale to provide additional signal maintenance services; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Per the terms of the existing agreement, the addition of three newly constructed traffic signals at Arrow Highway and Valley Oak Lane, Live Oak Avenue and Spanish Oak Drive, and Los Angeles Street and Olive Pit Driveway to the monthly routine maintenance program would generate at least \$2,700 per year in additional revenue. Extraordinary repairs will continue to be billed at time and material with prescribed markup, per the terms of the original agreement.

BACKGROUND

In 2014, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Irwindale. In July 2023, the agreement was updated (Attachment A) and included twenty-four (24) signalized intersections, and two (2) flashing beacons. Recently, Irwindale installed three new intersections and has requested that the Intersections be

Approve Amendment Number One to the Traffic Signal Maintenance Services Agreement with The City of Irwindale

Page 2 of 2

added to the routine maintenance agreement. Amendment Number One (Attachment B) adds these new intersections to the agreement. All other terms and conditions of the agreement remain unchanged.

ANALYSIS

The scope of work and base monthly charges remain the same as Santa Fe Springs will continue to provide routine maintenance to the traffic signals and flashing beacons and extraordinary maintenance as requested by Irwindale.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with the City of Irwindale on the addition, to the signal maintenance services, of the three newly installed signalized intersections. The recommended action will amend the original agreement (Attachment A) and will increase revenue by at least \$2,700 per year.

ATTACHMENTS:

- A. Agreement Dated 07/26/2023
- B. Amendment Number One

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

**CITY OF IRWINDALE
AGREEMENT**

**WITH SANTA FE SPRINGS
FOR TRAFFIC SIGNAL MAINTENANCE**

THIS AGREEMENT is made and entered into this 26th day of July, 2023 by and between the City of Irwindale, a Charter City ("Irwindale") and the City of Santa Fe Springs, a municipal corporation ("Contractor"). Contractor and Irwindale are sometimes collectively referred to as ("Parties").

WITNESS

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

WHEREAS, Parties desire for this Agreement to supersede and replace the 2014 Agreement; and

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

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

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

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

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

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

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

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

1. CONTRACT TERM

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

2. MANAGEMENT

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

3. SERVICES

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

4. PAYMENT

(a) Irwindale agrees to pay Contractor a flat monthly rate of \$75.00 per signal (24 signals) for routine maintenance and \$40.00 per flasher (2 flashers) per month based upon actual signals inspected and maintained, which represents the parties' reasonable estimate of the actual costs of inspection and maintenance for the signal. Those monthly rates shall be used for billing through June 30, 2024. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted based on the most recent Consumer Price Index (CPI) for the Los Angeles area for each fiscal year upon 60 days written notice and written approval by Irwindale. In no event shall the rates be revised or adjusted to an amount that exceeds a 6% increase from the previous fiscal year.

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

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

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

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

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

5. TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

(b) If Irwindale's City Manager or his/her delegate determines Contractor is in default in the performance of any of the terms of this Agreement, then he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten days (10 days) after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Irwindale shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Irwindale that relates to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Irwindale or its designees at reasonable times to such books and records; shall permit Irwindale to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Irwindale and may be used, reused, or otherwise disposed of by Irwindale without the permission of Contractor. With respect to computer files, Contractor shall make available to Irwindale, at Contractor's office and upon reasonable written request by Irwindale, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

8. INDEMNIFICATION

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

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

9. INDEPENDENT CONTRACTOR

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

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

10. LEGAL RESPONSIBILITIES

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

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

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

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

14. ASSIGNMENT

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

15. GOVERNING LAW

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

16. ENTIRE AGREEMENT

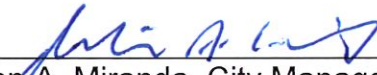
This Agreement contains the entire understanding between Parties relating to the obligations of Parties described in this Agreement. All prior or previous agreements, including, but not limited to, the 2014 Agreement, understandings, representations, and statements, oral or written, are replaced and superseded by this Agreement and shall be of no further force or effect. Parties are entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Subsequent modifications to this

Agreement shall be effective only if in writing and signed by authorized representatives of Parties.

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

CITY OF Irwindale,
a Charter City

CITY OF SANTA FE SPRINGS,
a General Law City

By: 
Julian A. Miranda, City Manager

By: _____
Tom Hatch, Interim City Manager

ATTEST:

ATTEST:

By: 
Laura M Nieto, Chief Deputy City Clerk

By: _____
Janet Martinez, City Clerk

Approved As To Form:

Approved As To Form:


Adrian R. Guerra, City Attorney

Ivy M. Tsai, City Attorney

ATTACHMENTS:

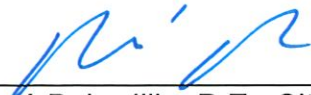
Exhibit A: Locations for Maintenance of Traffic Control Devices

Exhibit B: Scope of Work

CITY OF Irwindale,
a Charter City

CITY OF SANTA FE SPRINGS,
a General Law City

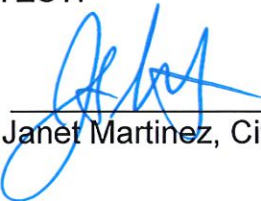
By: _____
Julian A. Miranda, City Manager

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

ATTEST:

ATTEST:

By: _____
Laura M Nieto, Chief Deputy City Clerk

By: _____
Janet Martinez, City Clerk

Approved As To Form:

Approved As To Form:

Adrian R. Guerra, City Attorney

_____
Ivy M. Tsai, City Attorney

ATTACHMENTS:

Exhibit A: Locations for Maintenance of Traffic Control Devices

Exhibit B: Scope of Work

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

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

**CITY OF IRWINDALE
AGREEMENT – EXHIBIT “B”**

SCOPE OF WORK

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Irwindale's twenty-four (24) signalized intersections, and two (2) flashing beacons 100% Irwindale owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

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

A. Permits and Licenses

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

B. Patents

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

C. Equipment Required

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

D. Records

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

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

1. Location of intersection
2. Technician Name

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

E. Shutdowns

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

F. Compliance

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

G. Labor Strike

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

H. Failure to Perform

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

I. Measurement and Payment

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

- Routine Maintenance work; and
- Extraordinary Maintenance work

J. Routine Maintenance

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

(1) Coordination Timing

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

(2) Monthly Inspections

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

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

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

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

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

K. Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

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

(1) Repair

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

(2) Loop Detector Replacement

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

(3) Lamp Replacement

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

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

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

(4) LED Replacement

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

(5) Pedestrian Signals and Street Name Signs

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

(6) Lighting at Intersections

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

(7) Emergency Service

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

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

(8) Notification

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

(9) Emergencies

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

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

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

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

(10) Materials

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

(11) Direct Labor

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

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

(12) Equipment

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

(13) Painting

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

(14) Maintenance and Inspections

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

(15) Conflict Monitor Testing

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

L. Protection and Traffic Control

(1) Protection

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

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

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

M. Traffic Control

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

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

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

(1) Payment for Traffic Control

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

N. Guarantee

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

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

O. Record Requests

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

ATTACHMENT B

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE CITY OF IRWINDALE AND SANTA FE SPRINGS FOR TRAFFIC SIGNAL MAINTENANCE

THIS AMENDMENT NUMBER ONE ("Amendment") to the City of Irwindale Agreement with Santa Fe Springs for Traffic Signal Maintenance ("Agreement") is made and entered into this 16th day of July, 2024, by and between the CITY OF IRWINDALE, a Charter City ("Irwindale"), and the CITY OF SANTA FE SPRINGS, a general law city and municipal corporation ("Contractor").

SECTION 1. Pursuant to Section 16 of the Agreement dated July 26, 2023 Section 4(a) (Payment) is amended to read as follows:

(a) Irwindale agrees to pay Contractor a flat monthly rate of \$75.00 per signal (27 signals) and \$40.00 per flasher (2 flashers or flasher equivalent devices), as listed in Exhibit A, for routine maintenance based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Irwindale."

SECTION 2. Exhibit A (Location for Maintenance of Traffic Control Devices) is replaced by Exhibit A attached to this Amendment to include three new signalized intersections.

SECTION 3. The first paragraph of Exhibit B attached to the Agreement is deleted and replaced with the following:

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain the 100% Irwindale owned traffic control devices as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

SECTION 4. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 5. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IRWINDALE

CITY OF SANTA FE SPRINGS

Julian A. Miranda, City Manager

René Bobadilla, P.E., City Manager

ATTEST:

ATTEST:

Laura M. Nieto, City Clerk

Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

Ivy M. Tsai, City Attorney

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

	LOCATION	INTERSECTION SAFETY LIGHTS	ILLUMINATED STREET NAME SIGN
01	Arrow Highway (E) at Live Oak Avenue	7	2
02	Arrow Highway (W) at Live Oak Avenue	9	2
03	Arrow Highway at 4th Street	7	4
04	Arrow Highway at Avenida Barbosa	6	2
05	Arrow Highway at Azusa Canyon Road	4	4
06	Arrow Highway at Irwindale Avenue	8	4
07	Arrow Highway at Morada Street	2	2
08	Arrow Highway at Rivergrade Road	6	3
09	Arrow Highway at Santa Fe Dam (Bike Trail - Eastbound)	Flashing Beacon	-
10	Arrow Highway at Santa Fe Dam (Bike Trail - Westbound)	Flashing Beacon	-
11	Buena Vista Street at Avenida Barbosa - Bateman Avenue	2	0
12	Azusa Canyon Road at Cypress Street	7	4
13	Commerce Drive at Rivergrade Road	4	2
14	Irwindale Avenue at Calle De Paseo	2	0
15	Irwindale Avenue at Calle Del Norte/Juarez Street	6	4
16	Irwindale Avenue at Foothill Boulevard	2	2
17	Irwindale Avenue at / Gateway Business Drive	4	4
18	Irwindale Avenue at Martinez Street / Tapia Street	4	0
19	Irwindale Avenue at Ornelas Avenue	7	4
20	Live Oak Avenue at Graham Access Road	5	3
21	Live Oak Avenue at Irwindale Speedway	4	2
22	Live Oak Avenue at Longden Avenue	4	2
23	Myrtle Avenue at Longden Avenue	6	2
24	Stewart Avenue at Rivergrade Road	8	4
25	Arrow Highway at Santa Fe Dam (Ped-Bike Crossing)	2	0
26	Irwindale Avenue at Gladstone Street	4	4
27	Irwindale Avenue at Jardin De Roca/ Irwindale Road		
28	Los Angeles Street at Home Depot Distribution Dwy		
29	Arrow Highway at Valley Oak Lane	4	4
30	Live Oak Avenue at Spanish Oak Drive	4	3
31	Los Angeles Street at Olive Pit Driveway	2	3



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: APPROVE AMENDMENT NUMBER TWO TO THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF PARAMOUNT

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Amendment Number Two to the agreement with the City of Paramount to provide additional signal maintenance services; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Per the terms of the existing agreement, the addition of one newly constructed traffic signal at Alondra Boulevard and Passage Avenue to the monthly routine maintenance program would generate at least \$840 per year in additional revenue. Extraordinary repairs will continue to be billed at time and material with prescribed markup, per the terms of the original agreement.

BACKGROUND

In September 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Paramount including flashing beacons, radar feedback signs, in-pavement LED lighted crosswalk and Rectangular Rapid Flashing Beacon (RRFB). The agreement was amended in 2020 (Amendment No. 1, Attachment A) to add intersections.

Approve Amendment Number Two to the Traffic Signal Maintenance Services Agreement with The City of Paramount

Page 2 of 2

In December 2023, a letter (Attachment C) was received from the City of Paramount requesting the addition to the contract of a newly constructed traffic signal at Alondra Boulevard and Passage Avenue.

ANALYSIS

The scope of work and base monthly charges remain the same as Santa Fe Springs will continue to provide routine maintenance to the traffic signals, flashing beacons, in-pavement lighting, and radar feedback signs. Extraordinary maintenance will continue to be provided as requested by the City of Paramount.

ENVIRONMENTAL

Not applicable

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon the approval of the City Council of the recommended actions, City staff will coordinate with the City of Paramount on the addition, to the signal maintenance services, of the newly installed traffic signal. The recommended action will amend the existing agreement (Attachment A) and will increase revenue by at least \$840 per year.

ATTACHMENTS:

- A. Agreement – Dated 09/21/1995
- B. Amendment Number Two
- C. City of Paramount Letter- Request to add Signal

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

AGREEMENT

THIS AGREEMENT made and entered into this 21st day of Sept., 1995, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation, sometimes hereinafter referred to as "SANTA FE SPRINGS," and **PARAMOUNT**, a municipal corporation, hereinafter sometimes referred to as "PARAMOUNT."

WITNESSETH:

WHEREAS, SANTA FE SPRINGS desires to provide for the maintenance of traffic signal, street name sign and highway safety lighting installations at locations which are wholly under jurisdiction of PARAMOUNT, and to arrange herein for the particular maintenance functions to be performed and to specify the cost of such maintenance;

NOW THEREFORE, it is mutually agreed as follows:

1. SANTA FE SPRINGS will perform, at a level of service equal to that which SANTA FE SPRINGS performs for SANTA FE SPRINGS-owned traffic signals, routine traffic signal maintenance, hereinafter referred to as "routine maintenance," and extraordinary traffic signal maintenance, illuminated street name sign and highway safety lighting maintenance, hereinafter referred to as "extraordinary maintenance," at locations shown in Appendix "A."
2. Routine maintenance includes patrolling for traffic signal malfunctions, illuminated street name sign and highway safety lighting outages; inspection, testing, and timing of traffic signal controllers, and field repairs made during routine inspection.
3. SANTA FE SPRINGS shall establish a flat monthly rate per intersection for routine maintenance of \$54 during the first year of the agreement. The monthly rate per intersection will increase to \$57 effective October 1, 1996 and to \$60 effective October 1, 1997. This monthly rate shall be the average monthly cost of routine maintenance for all traffic signals that SANTA FE SPRINGS maintains and operates, regardless of location. These monthly rates shall be used for billing. Thereafter the rates may be revised and adjusted for each fiscal year to ensure an equitable annual cost.
4. Extraordinary maintenance includes addition or replacement of major traffic signal, illuminated street name sign and highway safety lighting equipment due to obsolescence, wear or inadequacy; repair due to damage from any cause, including vandalism, except those field repairs made to equipment internal to the controller cabinet during routine maintenance inspection calls; replacement of inductive loop detectors; repainting of signal heads; and relamping and replacement of ballasts for illuminated street name signs and highway safety lighting. Excepted are those highway safety lighting installations owned and maintained by the Southern California Edison Company.

5. Extraordinary maintenance which exceeds \$500 in cost (except that necessary to maintain operation) shall be subject to the prior approval of PARAMOUNT authorized designate, when performed by SANTA FE SPRINGS. Denial of such approval shall void the provisions of Paragraph 10.

6. PARAMOUNT will provide for the furnishing of electrical energy at locations shown in Appendix "A."

7. Bills for routine maintenance and extraordinary maintenance, shall be rendered monthly. The first bill for routine maintenance in the fiscal year shall show the itemization of salaries and wages, material, equipment, and appropriate overheads upon which the flat rates referred to in Paragraph 3 are based. Materials shall include miscellaneous items of service and expense. All bills for extraordinary maintenance shall show the itemization specified above.

8. On bills for extraordinary maintenance, 5% will be added to salaries and wages for overhead and to equipment costs for depreciation of equipment. These percentages, if added, shall be shown as separate items in the rates for extraordinary maintenance. These percentages will increase to 10% on October 1, 1996 and to 15% on October 1, 1997.

9. Traffic signal, illuminated street name sign or highway safety lighting installations may be added to or deleted from Appendix "A," under the terms of this Agreement by so stipulating in subsequent agreements or by written approval of both the City Engineer of the City of Santa Fe Springs and Paramount's authorized designate.

10. SANTA FE SPRINGS shall indemnify, defend and hold harmless PARAMOUNT, its officers, agents, and employees from and against any loss, costs, expense, claim or liability of any kind, including claims for property damage, personal injury, or death, arising from negligent or wrongful acts or omissions of SANTA FE SPRINGS, its officers, agents or employees in the performance of this Agreement. PARAMOUNT shall indemnify, defend and hold harmless SANTA FE SPRINGS, its officers, agents and employees from and against any loss, costs, expense, claim or liability of any kind, including claims for property damage, personal injury, or death, arising from negligent or wrongful acts or omissions of PARAMOUNT, its officers, agents or employees in the performance of this Agreement or arising from any dangerous condition of public property owned by PARAMOUNT other than dangerous conditions created by, arising from, or continuing due to, negligent or wrongful acts or omissions of SANTA FE SPRINGS, its officers, agents or employees in the performance of this Agreement.

11. Each party agrees to fully cooperate with the other and assist the other party hereto in all matters relating to losses covered by the terms of this agreement, and more specifically but not being limited thereby, each party will:

(a) Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof to the other party hereto.

(b) If claim is made, or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party hereto.

(c) Provide the other party to this Agreement upon request prompt access to any and all records in its possession or control which pertain to any claim or suit relating to losses covered by the terms of this Agreement.

12. Failure by either party to perform its promises under Paragraph 11(b) of this Agreement with reasonably promptness shall release the other party from its duties to indemnify, defend and hold harmless under Paragraph 10 of this Agreement.

13. Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

14. On termination by PARAMOUNT of service contract with SANTA FE SPRINGS, or upon termination by SANTA FE SPRINGS for any cause, SANTA FE SPRINGS shall continue to indemnify, defend and hold harmless PARAMOUNT for all claims and losses for which liability is imposed on SANTA FE SPRINGS by the terms of this agreement, and where arising out of SANTA FE SPRINGS' negligent or wrongful act or omission, prior to the effective date of said termination.

15. This agreement shall be effective upon execution by both parties and may be terminated upon thirty days written notice by either party.

16. SANTA FE SPRINGS shall maintain records of its services under this Agreement in the same manner as SANTA FE SPRINGS maintains records of its similar activities with respect to traffic signals, illuminated street name signs, and highway safety lighting owned by SANTA FE SPRINGS.

17. SANTA FE SPRINGS will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute SANTA FE SPRINGS as an agent, servant, or employee of PARAMOUNT and shall not and is not intended to create the relationship of partnership, joint venture or association between PARAMOUNT and SANTA FE SPRINGS.

18. SANTA FE SPRINGS shall provide workers compensation insurance as required by the California Labor Code. SANTA FE SPRINGS further agrees to include a paragraph substantially identical to this paragraph in any subcontract entered into hereunder.

19. This Agreement constitutes the entire agreement between the parties. PARAMOUNT and SANTA FE SPRINGS hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

20. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective officers, duly authorized, for the City effective the date of the last signature hereto.

CITY OF PARAMOUNT
A Municipal Corporation

By: Kenny Harbom
MAYOR

ATTEST:

Kathie M. Mendoza
City Clerk

This 21st day of September, 1995.

CITY OF SANTA FE SPRINGS
A Municipal Corporation

By: Betty Wilson
MAYOR

ATTEST:

Judith A. Chavez
City Clerk

This 28th day of September, 1995.

APPENDIX "A"

City of Santa Fe Springs - City of Paramount Agreement for Maintenance of Traffic Control Devices

NO.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
P 1	Alondra Blvd. at Atlantic Place	7	2
P 2	Alondra Blvd. at Garfield Ave.	4	4
P 3	Alondra Blvd. at Georgia Ave.	6	4
P 4	Alondra Blvd. at Gundry Ave.	4	4
P 5	Alondra Blvd. at Hunsaker Ave.	4	4
P 6	Alondra Blvd. at Orange Ave.	4	4
P 7	Alondra Blvd. at Vermont Ave.	6	4
P 8	Downey Ave. at Alondra Blvd.	4	4
P 9	Downey Ave. at Contreras St.	4	2
P 10	Downey Ave. at Flower St.	4	4
P 11	Not Maintained By Santa Fe Springs		
P 12	Downey Ave. at Jackson	2	2
P 13	Downey Ave. at Jefferson St.	3	2
P 14	Downey Ave. at Rosecrans	4	4
P 15	Downey Ave. at Somerset Blvd.	4	4
P 16	Garfield Ave. at Mendy St.	4	0
P 17	Jackson St. at Garfield Ave.	4	2
P 18	Jefferson St. at Garfield Ave.	4	2
P 19	Orange Ave. at Somerset Blvd.	8	4
P 20	Paramount Blvd. at Alondra Blvd.	8	4
P 21	Downey Ave. at Somerset Ranch Rd.	3	2
P 22	Paramount Blvd. at Harrison St.	8	4
P 23	Paramount Blvd. at Howe St.	6	2

APPENDIX "A"

City of Santa Fe Springs - City of Paramount

Agreement for Maintenance of Traffic Control Devices

[illegible]

September 25, 1995

CITY ENGINEER'S REPORT FOR
CITY COUNCIL MEETING OF
SEPTEMBER 28, 1995

ATTENTION: Donald R. Powell, City Manager

SUBJECT: Approval of Traffic Signal Maintenance Agreements
with the City of Paramount and the City of Bellflower

DISCUSSION

The City Council previously approved "contracting out" traffic signal and lighting maintenance to other cities. The Cities of Paramount and Bellflower have requested the City of Santa Fe Springs to provide this service to their cities and their signed contracts were received on September 25, 1995. This item needs to be added to the September 28, 1995 Agenda as signal maintenance will commence on October 1, 1995.

The City of Paramount has thirty-six traffic signals plus safety lighting and illuminated street name signs to be maintained under this contract, and the City of Bellflower has forty-two traffic signals and three flashing signals, plus safety lighting and illuminated street name signs. The agreements cover the period of October 1, 1995 to October 1, 1998. Routine maintenance will be performed for a cost of \$54 per month per intersection for the first year increasing to \$60 per month per intersection in the third year. Extraordinary maintenance will be at Santa Fe Springs cost plus 5% for the first year increasing to our cost plus 15% in year three. These agreements may be terminated upon thirty days written notice by either party.

RECOMMENDATION

That the City Council approve the Agreements for Traffic Signal Maintenance with the City of Paramount and the City of Bellflower, and authorize the Mayor to execute said agreements.

 JRP/tc

**CITY OF SANTA FE SPRINGS
TRAFFIC SIGNAL, STREET NAME SIGN, AND
HIGHWAY LIGHTING MAINTENANCE AGREEMENT
AMENDMENT NO.1
WITH THE CITY OF PARAMOUNT**

THIS AMENDMENT NO.1 is made and entered as of October 29, 2020, between the City of Paramount, a municipal corporation, hereinafter referred to as "Paramount" and the City of Santa Fe Springs, a municipal corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Paramount and Contractor entered into Agreement dated September 21, 1995 (the "Agreement") for traffic signal, street name sign, and highway lighting maintenance; and

WHEREAS, Paramount subsequently installed four new Rectangular Rapid Flashing Beacons (RRFB) ("Devices") on Paramount Boulevard between Jackson Street and Alondra Boulevard; and

WHEREAS, Paramount has determined the public interest, convenience, and necessity require Paramount to modify the Scope of Services to be rendered by Contractor to include the newly installed Devices; and

WHEREAS, Paramount and Contractor desire to amend the Agreement to modify the Agreement and the locations for Maintenance of Traffic Control Devices listed in Exhibit A to add the newly installed Devices (RRFB) on Paramount Boulevard between Jackson Street and Alondra Boulevard).

NOW, THEREFORE, it is agreed to by Paramount and Contractor to amend the Agreement as follows:

1. Exhibit A to the Agreement is hereby amended in its entirety by substituting, therefore, the attached Exhibit A.

"The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Paramount's fifty-three (53) signalized intersections, six (6) flashing beacons, ten (10) radar feedback signs, and three (3) in-pavement LED lighted crosswalk (100% Paramount-owned) and four (4) Rectangular Rapid Flashing Beacon (RRFB) as shown on Exhibit A in a safe, satisfactory, and workmanlike manner."

"Contractor shall perform monthly inspections of each Traffic Control Device location, as listed in Exhibit A, including signalized intersections, as follows:"

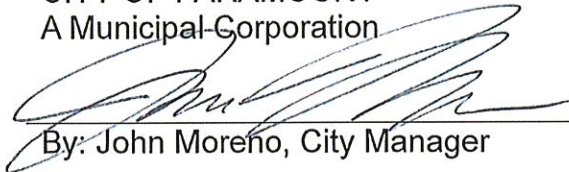
2. The first sentence of Section 3 of the Agreement is hereby amended to read as follows:

"Paramount agrees to pay Contractor a flat monthly rate of \$70.00 per signal (53 signals) for routine maintenance and \$35.00 per each flashing beacon, radar feedback sign, in-pavement flashing crosswalk and Rectangular Rapid Flashing Beacon per month based upon actual inspected and maintained."

3. Except as expressly amended by this Amendment No.1, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed.

CITY OF PARAMOUNT
A Municipal Corporation


By: John Moreno, City Manager

CITY OF SANTA FE SPRINGS
A Municipal Corporation

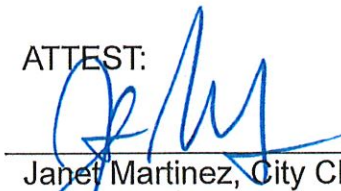
By: 
Raymond R. Cruz, City Manager

ATTEST:



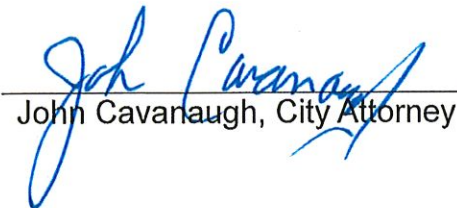
Heidi Luce, City Clerk

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:


John Cavanaugh, City Attorney

APPROVED AS TO FORM:


Ivy M. Tsai, City Attorney

**EXHIBIT A
CITY OF PARAMOUNT
LOCATIONS FOR MAINTENANCE OF
TRAFFIC CONTROL DEVICES AND LIGHTING**

ID No.	Location
P 1	Alondra Blvd. at Atlantic Place
P 2	Alondra Blvd. at Garfield Ave.
P 3	Alondra Blvd. at Georgia Ave.
P 4	Alondra Blvd. at Gundry Ave.
P 5	Alondra Blvd. at Hunsaker Ave.
P 6	Alondra Blvd. at Orange Ave.
P 7	Alondra Blvd. at Vermont Ave.
P 8	Downey Ave at Alondra Blvd.
P 9	Downey Ave at Contreras St.
P 10	Downey Ave at Flower St.
P 12	Downey Ave at Jackson St.
P 13	Downey Ave at Jefferson St.
P 14	Downey Ave at Rosecrans Ave.
P 15	Downey Ave at Somerset Blvd.
P 16	Garfield Ave. at Mendy St.
P 17	Jackson St. at Garfield Ave.
P 18	Jefferson St. at Garfield Ave.
P 19	Orange Ave. at Somerset Blvd.
P 20	Paramount Blvd. at Alondra Blvd.
P 21	Downey Ave. at Somerset Ranch Rd. (South)
P 22	Paramount Blvd. at Harrison St.
P 23	Paramount Blvd. at Howe St.
P 24	Paramount Blvd. at Jackson St.
P 25	Paramount Blvd. at Jefferson St.
P 26	Paramount Blvd. at Somerset Blvd.
P 27	Paramount Blvd. at 3rd St.
P 28	Rosecrans Ave. at Anderson St.
P 29	Rosecrans Ave. at Century Blvd.
P 30	Rosecrans Ave. at Garfield Ave.
P 31	Rosecrans Ave. at Orange Ave.
P 32	Rosecrans Ave. at Paramount Blvd.
P 33	San Jose Ave. at Somerset Blvd.
P 34	Somerset Blvd. at Garfield Ave.
P 35	Somerset Blvd. at Orizaba Ave.
P 36	Paramount Blvd. at All-American Way
P 37	Downey Ave. at Somerset Ranch Rd. (North)

ID No.	Location
P 38	Merkel Ave. at Somerset Ranch Rd. (North)
P 39	Merkel Ave. at Somerset Ranch Rd. (South)
P 40	Somerset Blvd. at Texaco Ave.
P 41	Rosecrans Ave. at Bianchi Way
P 42	Alondra Blvd. at Home Depot
P 43	Somerset Blvd. at San Antonio
P 44	Rosecrans Ave. at Paramount Blvd. RxR
P 45	Downey Ave. at RxR
P 46	Orange Ave. (Flasher) (Southbound)
P 47	Orange Ave. (Flasher) (Northbound)
P 48	Paramount Blvd. and Civic Center Dr.
P 49	Alondra Blvd. at Virginia Ave.
P 50	Downey Ave. at Madison St.
P 52	Somerset Blvd. at El Camino Ave.
P 53	Orange Ave. at Jackson St.
P 54	Garfield Ave. and Exeter St.
P 55	Garfield Ave. at Petersen Ln.
P 56	Garfield Ave. at Howery St.
P 57	Flower Street at Verdura Ave. (flasher)
P 58	Flower Street east of Passage Ave. (flasher)
P 61	Rosecrans Avenue east of Orange Ave. (flasher)
P 62	Rosecrans Avenue west of Garfield Ave. (flasher)
P 63	Flower Street east of Passage Ave. (radar)
P 64	Downey Avenue north of Jackson St. (radar)
P 65	Orange Ave. at Marcelle St. (radar)
P 66	Orange Ave. at 71st St. (radar)
P 67	Orange Avenue south of San Miguel St. (radar)
P 68	Orange Avenue at San Juan St. (radar)
P 69	Rosecrans Avenue east of Garfield Ave. (radar)
P 70	Rosecrans Avenue west of Garfield Ave. (radar)
P 71	Orange Avenue s/o Myrrh St. (crosswalk)
P 72	Orange Avenue at San Miguel St. (crosswalk)
P 73	Paramount Boulevard at Second St. (crosswalk)
P 74	Paramount Boulevard at Town Center
P 75	Jackson Street e/o Texaco Ave. (radar)
P 76	Jackson Street w/o Texaco Ave. (radar)
P 77	Paramount Blvd. e/o Jackson St. (flasher)
P 78	Paramount Blvd. w/o Jackson St. (flasher)
P 79	Paramount Blvd. e/o Alondra Blvd. (flasher)
P 80	Paramount Blvd. w/o Alondra Blvd. (flasher)

**AMENDMENT NUMBER TWO TO
THE CITY OF SANTA FE SPRINGS
TRAFFIC SIGNAL, STREET NAME SIGN, AND
HIGHWAY LIGHTING MAINTENANCE AGREEMENT
WITH THE CITY OF PARAMOUNT**

THIS AMENDMENT NUMBER TWO ("Amendment") to the City of Santa Fe Springs Traffic Signal, Street Name Sign, and Highway Lighting Maintenance Agreement ("Agreement") is made and entered into this 4th day of June, 2024, between the City of Paramount, a municipal corporation, hereinafter referred to as "Paramount," and the City of Santa Fe Springs, a municipal corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Paramount and Contractor entered into Agreement dated September 21, 1995 (the "Agreement") for traffic signal, street name sign, and highway lighting maintenance; and

WHEREAS, Paramount subsequently installed a new traffic signal at Alondra Boulevard and Passage Avenue; and

WHEREAS, Paramount has determined the public interest, convenience, and necessity require Paramount to modify the Scope of Services to be rendered by Contractor to include the newly installed Traffic Signal; and

WHEREAS, Paramount and Contractor desire to amend the Agreement to modify the Agreement and the locations for Maintenance of Traffic Control Devices listed in Exhibit A to add the newly installed traffic signal at Alondra Boulevard and Passage Avenue.

NOW, THEREFORE, it is agreed to by Paramount and Contractor to amend the Agreement as follows:

1. The first sentence of Section 3 of the Agreement is amended to read as follows:

Paramount agrees to pay Contractor a flat monthly rate of \$75.00 per signal (54 signals) and \$40.00 per flasher (23 flashers or flasher equivalent devices), as listed in Exhibit A, for routine maintenance based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Paramount."

2. Exhibit A to the Agreement is replaced by Exhibit A attached to this Amendment.

3. The first sentence of Section 1 of the Agreement is amended to read as follows:

"The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Paramount's fifty-four (54) signalized intersections, six (10) flashing beacons, ten (10) radar feedback signs, and three (3) in-pavement LED lighted crosswalk (100% Paramount-owned) and four (4) Rectangular Rapid Flashing Beacon (RRFB) as shown on Exhibit A in a safe, satisfactory, and workmanlike manner."

4. Except as expressly amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

CITY OF PARAMOUNT
A Municipal Corporation

CITY OF SANTA FE SPRINGS
A Municipal Corporation

By: _____
By: John Moreno, City Manager

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

ATTEST:

ATTEST:

Heide Luce, City Clerk

Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

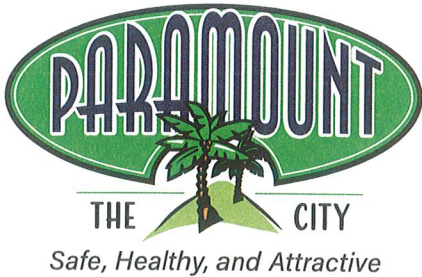
John Cavanaugh, City Attorney

Ivy M. Tsai, City Attorney

**EXHIBIT A
CITY OF PARAMOUNT
LOCATIONS FOR MAINTENANCE OF
TRAFFIC CONTROL DEVICES AND LIGHTING**

ID No.	Location
P 1	Alondra Blvd. at Atlantic Place
P 2	Alondra Blvd. at Garfield Ave.
P 3	Alondra Blvd. at Georgia Ave.
P 4	Alondra Blvd. at Gundry Ave.
P 5	Alondra Blvd. at Hunsaker Ave.
P 6	Alondra Blvd. at Orange Ave.
P 7	Alondra Blvd. at Vermont Ave.
P 8	Downey Ave at Alondra Blvd.
P 9	Downey Ave at Contreras St.
P 10	Downey Ave at Flower St.
P 12	Downey Ave at Jackson St.
P 13	Downey Ave at Jefferson St.
P 14	Downey Ave at Rosecrans Ave.
P 15	Downey Ave at Somerset Blvd.
P 16	Garfield Ave. at Mendy St.
P 17	Jackson St. at Garfield Ave.
P 18	Jefferson St. at Garfield Ave.
P 19	Orange Ave. at Somerset Blvd.
P 20	Paramount Blvd. at Alondra Blvd.
P 21	Downey Ave. at Somerset Ranch Rd. (South)
P 22	Paramount Blvd. at Harrison St.
P 23	Paramount Blvd. at Howe St.
P 24	Paramount Blvd. at Jackson St.
P 25	Paramount Blvd. at Jefferson St.
P 26	Paramount Blvd. at Somerset Blvd.
P 27	Paramount Blvd. at 3rd St.
P 28	Rosecrans Ave. at Anderson St.
P 29	Rosecrans Ave. at Century Blvd.
P 30	Rosecrans Ave. at Garfield Ave.
P 31	Rosecrans Ave. at Orange Ave.
P 32	Rosecrans Ave. at Paramount Blvd.
P 33	San Jose Ave. at Somerset Blvd.
P 34	Somerset Blvd. at Garfield Ave.
P 35	Somerset Blvd. at Orizaba Ave.
P 36	Paramount Blvd. at All-American Way
P 37	Downey Ave. at Somerset Ranch Rd. (North)
P 38	Merkel Ave. at Somerset Ranch Rd. (North)

ID No.	Location
P 39	Merkel Ave. at Somerset Ranch Rd. (South)
P 40	Somerset Blvd. at Texaco Ave.
P 41	Rosecrans Ave. at Bianchi Way
P 42	Alondra Blvd. at Home Depot
P 43	Somerset Blvd. at San Antonio
P 44	Rosecrans Ave. at Paramount Blvd. RxR
P 45	Downey Ave. at RxR
P 46	Orange Ave. (Flasher) (Southbound)
P 47	Orange Ave. (Flasher) (Northbound)
P 48	Paramount Blvd. and Civic Center Dr.
P 49	Alondra Blvd. at Virginia Ave.
P 50	Downey Ave. at Madison St.
P 52	Somerset Blvd. at El Camino Ave.
P 53	Orange Ave. at Jackson St.
P 54	Garfield Ave. and Exeter St.
P 55	Garfield Ave. at Petersen Ln.
P 56	Garfield Ave. at Howery St.
P 57	Flower Street at Verdura Ave. (flasher)
P 58	Flower Street east of Passage Ave. (flasher)
P 61	Rosecrans Avenue east of Orange Ave. (flasher)
P 62	Rosecrans Avenue west of Garfield Ave. (flasher)
P 63	Flower Street east of Passage Ave. (radar)
P 64	Downey Avenue north of Jackson St. (radar)
P 65	Orange Ave. at Marcelle St. (radar)
P 66	Orange Ave. at 71st St. (radar)
P 67	Orange Avenue south of San Miguel St. (radar)
P 68	Orange Avenue at San Juan St. (radar)
P 69	Rosecrans Avenue east of Garfield Ave. (radar)
P 70	Rosecrans Avenue west of Garfield Ave. (radar)
P 71	Orange Avenue s/o Myrrh St. (crosswalk)
P 72	Orange Avenue at San Miguel St. (crosswalk)
P 73	Paramount Boulevard at Second St. (crosswalk)
P 74	Paramount Boulevard at Town Center
P 75	Jackson Street e/o Texaco Ave. (radar)
P 76	Jackson Street w/o Texaco Ave. (radar)
P 77	Paramount Blvd. e/o Jackson St. (flasher)
P 78	Paramount Blvd. w/o Jackson St. (flasher)
P 79	Paramount Blvd. e/o Alondra Blvd. (flasher)
P 80	Paramount Blvd. w/o Alondra Blvd. (flasher)
P 81	Alondra Blvd. at Passage Ave.



December 5, 2023

City of Santa Fe Springs
Attn: Johnny Chavarria, Signal & Street Light Supervisor
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

RE: Addition of New Signals to Monthly Signal Maintenance Program

Dear Mr. Chavarria,

The City of Paramount is requesting that the City of Santa Fe Springs add the newly installed traffic signal at Alonda Boulevard and Passage Avenue to the monthly maintenance program for Paramount.

If you have any questions regarding this request or need additional information, please contact Public Works at (562) 220-2020.

Thank you.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director



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: **AMENDMENT NO. 2 TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC.**

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Amendment No. 2 (Attachment A) to the landscape maintenance services agreement with Merchants Landscape Services, Inc. exercising the final one-year extension and increasing the annual contract amount to \$997,905.24; and
- 2) Authorize the Mayor to execute Amendment No. 2; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

In response to a letter received from Merchants dated January 18, 2024 (Attachment C), Amendment No. 2 results in a 5% increase to the Landscape Maintenance Services Agreement which is currently at a total annual compensation of \$926,785.92. The requested increase will raise the amount paid for landscape maintenance services to \$973,125.24 for Fiscal Year 2024/2025.

In addition, city staff has identified various locations that the City wishes to add to the landscape maintenance agreement incurring an extra monthly expense of \$2,065.00. This addition brings the monthly total price to \$83,158.77 or \$997,905.24 for the fiscal year. The 5% increase and additional locations are accounted for in the adopted budget for Fiscal Year 2024/2025.

Amendment No. 2 to the Landscape Maintenance Services Agreement with Merchants Landscape Services, Inc.

Page 2 of 3

BACKGROUND

At the July 9, 2020 Council meeting, Merchants Landscape Service, Inc. was awarded a contract to provide Landscape Maintenance Services citywide. The contract is for an initial three-year term with two one-year renewal options, for a total of up to five years. At the May 2, 2023 meeting, the Council approved Amendment No. 1, a one-year extension and a 3% increase. City staff continuously monitors the services provided by Merchants and finds their performance satisfactory.

In a letter dated January 18, 2024 (Attachment C), Merchants Landscape Services requested the extension of the contract for the 5th and final year and requested a 5% increase due to the rising cost of materials, supplies, and labor. Furthermore, City staff has identified several locations that are currently maintained by staff and/or other contractors. Merchants provided a quote (Attachment D) for consolidating these additional areas at a monthly cost of \$2,065. The additional areas include: 1) New medians constructed after execution of Amendment No. 1; 2) Locations within the public street right-of-way that were not part of the original scope of work; 3) Successor Agency-owned parcels; and 4) Fire Stations.

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon approval of the City Council City staff will coordinate with Merchants Landscape on implementation of Amendment No. 2, adding the additional locations to the maintenance service agreement, and the requested increase of 5% for one (1) year, with all current terms, conditions and specifications remaining the same. Staff will also commence the Request for Proposals process during this last year of the current agreement with Merchants. With the approval of Amendment No. 2, the contract would expire on July 31, 2025.

Amendment No. 2 to the Landscape Maintenance Services Agreement with Merchants Landscape Services, Inc.

Page 3 of 3

ATTACHMENTS:

- A. Amendment No. 2
- B. Landscape Maintenance Services Agreement – Dated 08/01/2020, including Amendment No. 1
- C. Merchants Landscape Services, Inc. Letter of Contract Renewal
- D. Merchants Landscape Services, Inc. Proposal Letter Adding Various Locations

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AMENDMENT NUMBER 2 TO PROFESSIONAL SERVICES AGREEMENT WITH
MERCHANTS LANDSCAPE SERVICES, INC.**

This Amendment Number 2 ("Amendment") is made and entered into this 16th day of July, 2024, by and between the City of Santa Fe Springs ("City") and Merchants Landscape Services, Inc. ("Contractor").

WHEREAS, on August 1, 2020, the City and Contractor entered into an agreement for Contractor to provide landscape services to the City ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-year term with two one-year extensions upon City Council approval; and

WHEREAS, the parties desire to exercise the second and final one-year extension and amend Exhibit B and the compensation for the extended term.

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

1. Pursuant to Section 1 of the Agreement, the term of the Agreement is extended through July 31, 2025.
2. Section 2. Exhibit B (Detailed Service Area Fee Schedule) is replaced by Exhibit B attached to this Amendment to include eight new locations.
3. Section 5(A) and Exhibit B of the Agreement are amended to reflect a five percent increase in all fees and an annual compensation amount of \$997,905.24.
4. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

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

CITY OF SANTA FE SPRINGS

MERCHANTS LANDSCAPE SERVICES,
INC.

Name: Jay Sarno

Title: Mayor

Date: _____

Name Mark Brower

Title: President

Date: _____

ATTEST

MERCHANTS LANDSCAPE SERVICES,
INC.

Name: Fernando Muñoz,

Title: Deputy City Clerk

Date: _____

Name Donna Brower

Title: Secretary

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachment: Exhibit B Contractors Fee Schedule

EXHIBIT B

City of Santa Fe Springs
Landscape Maintenance Services
Fee Schedule

Service Area	Current Monthly Total	Requested Increase for Fiscal year 2024/2025: Monthly Total + 5%	Yearly Total
#1 - MEDIANS AND PARKWAYS	\$ 29,573.36	\$ 31,052.03	\$ 372,624.36
#2- PARKS AND PARKETTES	\$ 34,243.05	\$ 35,955.20	\$ 431,462.40
#3- FACILITIES	\$ 13,415.75	\$ 14,086.54	\$ 169,038.48
Total:	\$ 77,232.16	\$ 81,093.77	\$ 973,125.24
Additional areas not in our current contract per letter dated 05/02/2024:		\$ 2,065.00	\$ 24,780.00
Grand Total:		<u>\$ 83,158.77</u>	<u>\$997,905.24</u>

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #1 - MEDIANS AND PARKWAYS**

Site #	Site Name	Requested 5% Increase for Fiscal year 2024/2025: *New Locations	
M-01	Alondra Blvd (Weekly) Median Shoemaker Rd to Valley View Ave (45,432 SF)	\$	506.14
M-02	Bloomfield Ave Weekly Greenbelt Telegraph Rd to Heritage Springs Dr (18,357 SF)	\$	393.67
M-03	Bloomfield Ave Weekly Median Telegraph Rd to Lakeland Ave (23,165 SF)	\$	449.90
M-04	Broaded Street (weekly) Greenbelt Millergrrove Dr to Alburtis Ave (16,569 SF)	\$	449.90
M-05	Carmenita Road -South Center Median (Weekly) Median Alondra Blvd to Imperial HWY (26,623 SF)	\$	618.62
M-06	Carmenita Road (Weekly) Hardscape/Planters Foster Rd to Cambridge St (36,546 SF)	\$	224.95
M-07	Florence Ave (Weekly) Hardscape/Planters Bloomfield Ave To Norwalk Blvd - Hardscape/Planters (61,727 SF)	\$	843.57
M-08	Florence Ave (Weekly) Median City Boundary to Carmenita RD (77,928 SF)	\$	2,811.90
M-09	Florence Ave (Weekly)	\$	337.43

	Greenbelt Orr & Day Rd to Ringwood Ave (24,878 SF)		
M-10	Getty Drive (Weekly) Planter Cul-de-Sac to Lakeland Dr (5,707 SF)	\$	337.43
M-11	Imperial Highway (Weekly) Hardscape/Planters Bloomfield Ave to Transportation Dr (18,354 SF)	\$	112.48
M-12	Imperial Highway (Weekly) Median Bloomfield Ave to Transportation Dr (10,000 SF)	\$	449.90
M-13	Los Nietos Sound Wall Greenbelt/Planter Pioneer Blvd to Railroad Tracks (8,788 SF)	\$	1,012.28
M-14	Meyer Road (Weekly) Median Shoemaker Ave to Painter Ave (5,335 SF)	\$	393.67
M-15	Motor Center (Weekly) Greenbelt Firestone Blvd and Bloomfield Ave (12,746 SF)	\$	449.90
M-16	N/E Corner of Florence & Laurel (Weekly) Greenbelt Florence Ave and Laurel Ave	\$	449.90
M-17	Norwalk Blvd (Weekly) Median North City Boundary to Clark St (5,256 SF)	\$	337.43
M-18	Orr & Day Road (Weekly) Greenbelt Otto St To Davenrich St (19,221 SF)	\$	1,687.14

M-19	Orr & Day Road (Weekly) Median/Planter Florence Ave to Pioneer Blvd (50,756 SF)	\$	2,811.90
M-20	Orr & Day Road (Weekly) Greenbelt Florence Ave to Pioneer Blvd (20,512 SF)	\$	1,968.33
M-21	Pioneer Blvd (Weekly) Greenbelt Navojoa PL to Mersin PL (4,972 SF)	\$	224.95
M-22	Pioneer Blvd (Weekly) Median Florence Ave to Rivera Rd (95,900 SF)	\$	2,249.52
M-23	Pioneer Blvd (Weekly) Greenbelt Florence Ave to Dunning St (15,111 SF)	\$	449.90
M-24	Santa Fe Springs Parking Lot (Weekly) Planter Davenrich St (58,400 SF)	\$	1,068.52
M-25	Santa Fe Springs Parking Lot (Weekly) Median Telegraph Rd to Los Nietos Rd (29,985 SF)	\$	1,405.95
M-26	Santa Fe Springs Parking Lot (Weekly) Greenbelt/Planter McCann Dr to Los Nietos Rd (73,408 SF)	\$	1,687.14
M-27	Slauson Ave (Weekly) Median/Planter Sorenson Ave To Santa Fe Springs Rd (35,022 SF)	\$	1,012.28
M-28	Slauson Ave (Weekly) Median Washington Blvd to Slauson Ave (3,981 SF)	\$	337.43

M-29	Telegraph Road (Weekly) Greenbelt NW Corner to Telegraph RD and Laurel Ave (8,411 SF)	\$	449.90
M-30	Telegraph Road (Weekly) Median Cedardale DR to City Boundary (117,554 SF)	\$	1,349.71
M-31	Telegraph Road (Weekly) Greenbelt/Planter NW Corner of Telegraph RD and Bloomfield Ave (9,909 SF)	\$	337.43
M-32	Telegraph Road (Weekly) Greenbelt/Planter Bloomfield Ave to 1,400 Fee East (76,547 SF)	\$	843.57
M-33	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd @ Railroad Overpass (13,993 SF)	\$	337.43
M-34	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd to Pioneer Blvd (13,993 SF)	\$	337.43
M-35	Washington Blvd (Weekly) Median Norwalk Blvd to City Boundary (8,568 SF)	\$	337.43
M-36	Washington Blvd (Weekly) Parkway Northwest Corner (1,525 SF)	\$	112.48
M-37	Borate St (Weekly) Parkway Frontage of Water Well	\$	281.19
M-38	Heritage Corporate Center (Weekly) Flag Court and Parkway Norwalk Blvd and Telegraph RD (19,389 SF)	\$	1,237.24

M-39	Carmenita Overpass South of 5 Freeway (Weekly) Parkway Eastside of bridge at Freeway Drive (16,400 SF)	\$	70.30
M-40	Firestone Blvd at Carmenita PL (Weekly) Median South of 5 Freeway (7,200 SF)	\$	118.97
M-41	Shoemaker Bridge at Firestone Blvd (Weekly) Parkway South of 5 Freeway Eastside of Bridge (22,500 SF)	\$	156.82
M-42*	Los Nietos Rd. (South HOA Area) (Weekly) Planter (8139 SF)	\$	175.00
M-43*	Norwalk Business Center Art Walkway (Weekly) Planter (6304 SF)	\$	145.00
M-44*	Florence New Median Planter (Weekly) Median/Planter (3645 SF)	\$	115.00
<u>Subtotal of M-01 thru M-44</u>		\$	31,487.03

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 2 - PARKS AND PARKETTES**

Site #	Site Name	Requested 5% Increase for Fiscal year 2024/2025: *New Locations	
P-01	Alburtis Ave Walkway (Weekly) Hardscape/Landscape Alburtis Ave to Fallon Ave (9,906 SF)	\$	281.19
P-02	Bradwell Ave (Weekly) Parkette Hardscape /Landscape Bradwell Ave @ Terradell St (12,912 SF)	\$	337.43
P-03	Davenrich Cul-De-Sac (weekly) Parkette Cul-De-Sac to 605 Freeway Sound Wall (5,984 SF)	\$	337.43
P-04	Davenrich St (Weekly) Parkette Davenrich St at Longworth Ave (10,285 SF)	\$	337.43
P-05	Florence Avenue (weekly) Parkette-City Monument Sign NW Corner of Florence Ave and Pioneer Blvd (5,144 BLVD)	\$	337.43
P-06	Florence Avenue (weekly) Parkette SW Corner of Florence Ave and Pioneer Blvd (4,122 SF)	\$	337.43
P-07	Heritage Park - Groundskeeper Services Park Parking Lots (Daily-Except Wednesday)	\$	5,623.80
P-08	Heritage Park - Groundskeeper Services Special Events On-Call Services Sat/Sun (4 hr. Minimum) April-November (8 mos.)	\$	1,003.29

P-09	Jersey/Clarkman Walkway (Weekly) Hardscape Jersey Ave to Clarkman St (14,262 SF)	\$	224.95
P-10	Lake Center Park (Weekly-Athletics Fields) Closed Nov-Feb Park Florence Ave to Clarkman St (510,000 SF)	\$	3,893.40
P-11	Lake Center Park Entry (Weekly) Greenbelt/Planter Florence Ave to Clarkman St (8,788 SF)	\$	337.43
P-12	Lakeview Park (Weekly) Park Joslin Street/Jersey Ave (255,500 SF)	\$	1,912.09
P-13	Little Lake Park (Weekly-Athletic Fields) Closed Nov-Feb Park Pioneer Blvd/Lakeland Rd (786,057 SF)	\$	4,386.56
P-14	Longworth Ave (Weekly) Parkette Darcy St at Longworth Ave (13,989 SF)	\$	337.43
P-15	Los Nietos Park (Weekly-Athletics Fields) Closed Nov-Feb Park Charlesworth Rd to Broaded St (549,000 SF)	\$	3,599.23
P-16	Merson Garden (Weekly) Parkette Telegraph RD and Bartley Ave (11,532 SF)	\$	337.43
P-17	Santa Fe Springs Park (weekly) Park Davenrich St to San Gabriel River (538,000 SF)	\$	3,374.28

P-18	SFS Athletic Fields (Weekly-Athletics Fields) Closed Nov-Feb Park Jersey Ave and Pioneer Blvd (275,999 SF)	\$	2,699.42
P-19	Smith Ave Triangle (weekly) Park Alburtis Ave to 750 feet East (31,400SF)	\$	562.38
P-20	Sculpture Gardens (Weekly) Park Mora Dr at Ontiveros PL (189,964 SF)	\$	3,839.33
P-21	Neighborhood Center (Weekly) Greenbelt/Planter Navojoa PL to Placita PL (28,290 SF)	\$	1,349.71
P-22	Post Office (Weekly) Greenbelt Telegraph Rd (8,807 SF)	\$	224.95
P-23	Town Center Walkway (Weekly) Greenbelt/Hardscape/Planter Town Center-Alburtis to Civic Center Telegraph Rd to Clarke Estate (18,685 SF)	\$	281.19
P-24*	Telegraph & Norwalk (Bi-monthly) Empty Lot (NW Corner) (38012 SF)	\$	150.00
P-25*	Lakeland & Laurel (Bi-Monthly) Empty Lot (NE Corner)	\$	150.00
<u>Subtotal P-01 thru P-25</u>		\$	36,255.21

DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 3-Facilities

Site #	Site Name	Requested 5% Increase for Fiscal year 2024/2025: *New Locations	
F-01	Aquatic Center (weekly) Greenbelt/Planter Pioneer Blvd to Clarke Estate	\$	501.28
F-02	City Hall- Groundskeeper Services Parking Lots Planters/Hardscape	\$	5,012.75
F-03	City Yard (Weekly/Bi-Weekly Nov-Feb) Greenbelt Emmens Way (11,538 SF)	\$	389.88
F-04	Civic Center (Weekly) Greenbelt/Hardscape Telegraph Rd and Pioneer Blvd (85,406 SF)	\$	1,336.73
F-05	Clarke Estate - Groundskeeper Services Park/Planters/Hardscape	\$	5,346.94
F-06	Clarke Estate - Groundskeeper Services Special Events On-Call Services-4 hr. Minimum (After normal work hours, weekends and holidays) April-November (8 months)	\$	830.59
F-07	Fire Station Headquarters (Weekly) 11300 Greenstone Ave Greenbelt (11,762 SF)	\$	334.18
F-08	Fire Station No. 4 (weekly) 11736 Telegraph Rd (2,400 SF) Greenbelt	\$	334.18

F-09*	Fire Station # 1 Headquarters (weekly) 11300 Greenstone Ave (Patios, Pond, and Back Parking Areas) (43518 SF)	\$	870.00
F-10*	Fire Station # 2 (weekly) 8634 Dice Rd Front Landscape (4404 SF)	\$	305.00
F-11*	Fire Station #3 (weekly) 15517 Carmenita Rd Front Landscape (2061 SF)	\$	155.00
<u>Subtotal F-01 thru F-11</u>		\$	15,416.53

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
WITH
MERCHANTS LANDSCAPE SERVICES, INC.**

This Landscape Maintenance Services Agreement ("Agreement") is made and effective as of the 1st of August, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Merchants Landscape Services, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 1, 2020, and shall remain and continue in effect for a period of three years, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option to extend the term for two additional one-year periods upon City Council approval.

2. SERVICES

Contractor shall perform the services described and set forth in the City's Request for Proposals attached hereto as Exhibit A and Contractor's Proposal attached hereto as Exhibit B ("Services"), both incorporated herein as though set forth in full.

3. PERFORMANCE

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

5. PAYMENT

- A. The City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$74,982.68 (\$899,792.16 per year) for the Agreement term, in accordance with the fees set forth in Exhibit B.
- B. Contractor 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. Contractor shall be compensated for any additional

services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

- C. Contractor 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 Contractor's Services or fees, it shall give written notice to Contractor 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 Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor 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 Contractor 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, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor 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 Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

- A. Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor'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. Contractor 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 Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor 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 Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor'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. Contractor'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 Contractor 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, Contractor 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. Contractor 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

Contractor 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. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor 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 Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, 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, Contractor and any of its employees, agents, and subcontractors 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 PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor 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 Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, 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 Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors 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 Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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: Director of Public Works

To Contractor: Mark Brower, President
Merchant Landscape Services
1510 S. Lyon Street
Santa Ana, CA 92705

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor 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, Contractor 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 Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

[If Contractor 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

CONTRACTOR



William K. Rounds, Mayor

Date: 07/23/2020



Mark Brower, President

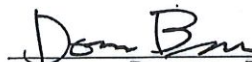
Date: July 17, 2020

ATTEST:

CONTRACTOR



Janet Martinez, City Clerk



Name: Donna Brower

Title: Secretary

Date: July 17, 2020

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Contractor's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor 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 the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 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. Contractor 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 Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

Workers' compensation insurance. Contractor 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).

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

Umbrella or excess liability insurance. Contractor 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. Contractor 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. Contractor 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 Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor 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 Contractor or the City will withhold amounts sufficient to pay premium from Contractor 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 VII (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 Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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. Contractor 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 Contractor'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. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor 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 the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 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. Contractor 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 Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

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Contractor 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.

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- 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
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Other provisions or requirements

Proof of insurance. Contractor 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. Contractor 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 Contractor, or Contractor's agents, representatives, employees or subcontractors.

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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 Contractor or the City will withhold amounts sufficient to pay premium from Contractor 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 VII (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 Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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.

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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 Contractor'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. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

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

Additional insurance. Contractor 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.

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH MERCHANTS LANDSCAPE SERVICES, INC.**

This Amendment Number 1 ("Amendment") is made and entered into this 2nd day of May 2023, by and between the City of Santa Fe Springs ("City") and Merchants Landscape Services, Inc. ("Contractor").

WHEREAS, on August 1, 2020, the City and Contractor entered into an agreement for Contractor to provide landscape services to the City ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-year term with two one-year extensions upon City Council approval; and

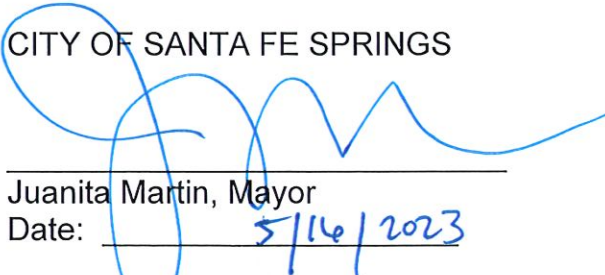
WHEREAS, the parties desire to exercise the first one-year extension and amend the compensation for the extended term.

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

1. Pursuant to Section 1 of the Agreement, the term of the Agreement is extended through July 31, 2024.
2. Section 5(A) and Exhibit B of the Agreement are amended to reflect a three-percent increase in all fees and an annual compensation amount of \$926,652.00.
3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS



Juanita Martin, Mayor

Date: 5/16/2023

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

MERCHANTS LANDSCAPE
SERVICES, INC.



Mark Brower, President

Date: 6-12-23

MERCHANTS LANDSCAPE
SERVICES, INC.



Donna Brower, Secretary

Date: 6-12-23



January 18, 2024

Kevin J. Periman
City of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA 90670-3942

Regarding: **City of Santa Fe Springs Landscape Maintenance Services – Contract Renewal 2024-2025**

Dear Kevin,

We are grateful for your business these past years and Merchants Landscape Services agrees to extend its current landscape maintenance contract with the City of Santa Fe Springs for one (1) additional year fiscal year 2024-2025.

Since our last contract renewal 2023-2024 we received a 3% increase but we still having some difficulties to compensate for the past inflation increases in years 2022 9.59%, and 2023 4.06% averaging 6.83 % CPI. The inflation forecasts for 2024 should be 3.2% CPI.

Respectfully, please consider our request to get a 5% increase for the one (1) year, and all current terms, conditions and specifications will remain the same. Our request is necessary as a result of continued increases in costs such irrigation materials, seed, fertilizer, seasonal color, herbicides, dump fees, fuel, and labor.

Merchants looks forward to have the opportunity to meet with you and discuss in better details the above request.

Sincerely,

Martin Herrera
Branch Manager

Cc: Mark Brower



May 2, 2024

Johnny Chavarria
City of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA 90670-3942

RE: **City of Santa Fe Springs – Various Locations**

Dear Johnny,

Merchants Landscape Services is pleased to submit the following proposal to add various locations into our current contract.

City of Santa Fe Springs

Not In Contract

<u>Site #:</u>	<u>Site Names:</u>	<u>Approx. Sq. Ft.</u>	<u>Monthly Cost</u>	<u>Notes:</u>
1	Los Nietos Rd. (South HOA Area)	8,139	\$175.00	Planter: Weekly service
2	Norwalk Business Center Art Walkway	6,304	\$145.00	Planter: Weekly service
3	Florence New Median Planter	3,645	\$115.00	Planter: Weekly service
4	Telegraph & Norwalk Empty Lot (NW corner)	38,012	\$150.00	Bi-monthly service: keep weeds down and litter removal
5	Lakeland & Laurel Empty Lot (NE corner)	32,307	\$150.00	Bi-monthly service: keep weeds down and litter removal
6	Fire Station #1 Headquarters (Patios, Pond, and Back Parking Area)	43,518	\$870.00	Turf and Planters: Patios Weekly service, mowing Putting Green with reel mower. Rear parking area weeds and blowing twice a month
7	Fire Station #2 (Front Landscape)	4,404	\$305.00	Turf and Planters: Weekly service
8	Fire Station #3 (Front Landscape)	2,061	\$155.00	Turf and Planter: Weekly service
Total SQ. FT.		138,390	\$2,065.00	

If you have any questions regarding this proposal, please contact Martin Herrera at (800) 645-4881.

Sincerely,

Martin Herrera
Branch Manager

CC: Juan Damian



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: RESOLUTION NO. 9918 - IMPLEMENTING ON-STREET PARKING RESTRICTIONS IN THE VICINITY OF 10608 FOREST STREET

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9918 to prohibit the parking of vehicles on the street nightly between the hours of 9 PM and 6 AM on the east side of Forest Street from its intersection with Clark Street to 215' south of the intersection; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

A fee in the amount of \$290.86 will be collected from the applicant for the installation cost of parking restriction signage.

BACKGROUND

A letter was received from Tank Master, Inc. (Attachment A) requesting a parking restriction in front of their property located at 10608 Forest Street. They are experiencing problems with large trucks and other vehicles continuously parking in front of their property for multiple days, making it challenging to conduct their business.

ANALYSIS

The subject portion of Forest Street is a local industrial street located one block west of Bloomfield Avenue between Clark Street and Florence Avenue. The street is 48' wide and carries one lane of traffic in each direction. The street is posted with 30 miles-per-hour speed limit signs. "No Stopping Anytime" restrictions currently exist on other portions of

Resolution No. 9918 – Implementing On-Street Parking Restrictions in the Vicinity of 10608 Forest Street

Page 2 of 2

Forest Street, including the portion directly across from the subject address. The subject property is requesting the implementation of a parking restriction that would prohibit vehicles from parking continuously for multiple days. The nightly parking restriction from 9 PM to 6 AM would accomplish the desired outcome.

Police Services has been at the location on several occasions to help clear long-term parked vehicles and support the proposed nightly restriction.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended action, the appropriate parking restriction signs will be posted to give notice of said parking restrictions and allow for enforcement.

ATTACHMENT:

- A. Engineer's Report – 05/16/2024
- B. Resolution No. 9918

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**CITY OF SANTA FE SPRINGS****TRAFFIC COMMISSION AGENDA STAFF REPORT**

TO: Honorable Chairperson and Commissioners

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

BY: Roy Kim, Traffic Engineer

SUBJECT: REQUEST FOR PARKING RESTRICTION (10608 FOREST STREET)

DATE: May 16, 2024

RECOMMENDATION:

It is recommended that the Traffic Commission:

- 1) Recommend to the City Council that parking of vehicles be prohibited nightly between the hours of 9PM and 6AM on the east side of Forest Street from its intersection with Clark Street to 215' south of the intersection; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

A fee in the amount of \$290.86 will be collected for the installation cost of parking restriction signage.

BACKGROUND

A letter was received from Tank Master, Inc. requesting a parking restriction in front of their property located at 10608 Forest Street. They are experiencing problems with large trucks and other vehicles continuously parking in front of their property for multiple days, making it difficult to conduct their business and for their employees to find parking.

ANALYSIS

The subject portion of Forest Street is a local industrial street located one block west of Bloomfield Avenue between Clark Street and Florence Avenue. The street is 48' wide and carries one lane of traffic in each direction. The street is posted with 30 miles-per-hour speed limit signs. "No Stopping Anytime" restrictions currently exist on other portions of

TRAFFIC COMMISSION AGENDA REPORT – MEETING OF MAY 16, 2024

Request for Parking Restriction (10608 Forest Street)

Page 2 of 2

Forest Street, including the portion directly across from the subject address. The subject property is requesting the implementation of a restriction that would prohibit vehicles from parking continuously for multiple days. The nightly parking restriction from 9PM to 6AM would accomplish the desired outcome.

Police Services have been at the location in the past to help clear long-term parked vehicles, and are in support of the proposed nightly restriction.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

The report will be forwarded to the City Council for consideration.

ATTACHMENT:

- A. Attachment A – Letter of Request
- B. Attachment B – Location Map

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

ATTACHMENT A



Tank Master Inc.

10608 Forest Street Santa Fe Springs, CA 90670

Office: 562-204-4100 FAX: 562-204-4102

www.tankmasterinc.com

Louise Murphy
10608 Forest St.
Santa Fe Springs, CA 90670
April 12, 2024

Roy Kim
Public Works
12949 Telegraph Rd
Santa Fe Springs CA 90670

Dear Roy Kim:

I am requesting a "No Parking 9PM to 6AM" sign, to be placed in front of my business at 10608 Forest St. Santa Fe Springs, CA 90670.

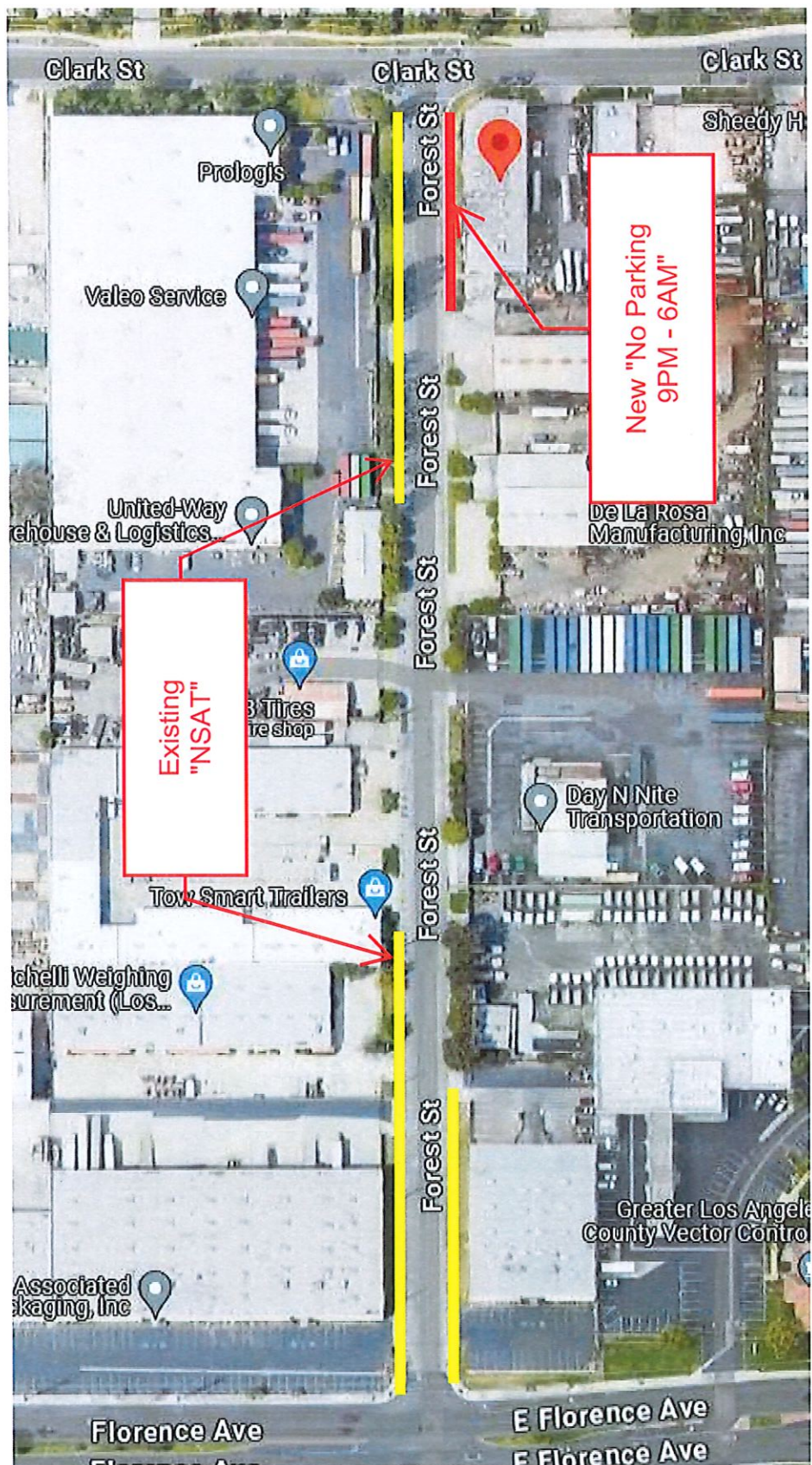
I agree to pay the cost of \$290.86 for the sign.

Sincerely,

A handwritten signature in black ink, appearing to read "Louise Murphy". The signature is fluid and cursive, with a large, stylized "L" and "M".

Louise Murphy

ATTACHMENT B



RESOLUTION NO. 9918**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, PROHIBITING ON-STREET PARKING OF VEHICLES DURING CERTAIN HOURS IN THE VICINITY OF 10608 FOREST STREET**

WHEREAS, the provision of Section 72.21 of the City Code provides that whenever any ordinance or resolution of the City so designates and when authorized signs are in place giving notice thereof, no person shall park a vehicle at any time upon any of the streets described therein; and

WHEREAS, the property at 10608 Forest Street has requested such parking restriction to address large trucks continuously parking in front of the property, which past enforcement efforts have failed to alleviate; and

WHEREAS, the proposed parking restriction has been considered and approved by the Traffic Commission of the City of Santa Fe Springs at their meeting on May 16, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs, California, as follows:

Section 1: Pursuant to the provision of Section 72.21 of the City Code, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers and materials between the hours of 9:00 PM to 6:00 AM:

East side of Forest Street from its intersection with Clark Street to a point 215 feet south of Clark Street

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this 16th day of July 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

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

SUBJECT: MEASURE R FUNDING AGREEMENT NO. MR315.41 WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY – AMENDMENT NO. 3

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Funding Agreement No. MR315.41 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Valley View Avenue and Alondra Avenue Intersection Improvements; and
- 2) Authorize the City Manager to execute Amendment No. 3; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Valley View Avenue and Alondra Avenue Intersection Improvements project is a project funded through LACMTA's Interstate 605 Corridor "Hot Spot" Interchanges Program, included in the Measure R Expenditure Plan. Funding Agreement No. MR315.41 (Attachment B) with LACMTA was executed in February 2018 and allocated \$2,667,000 in Measure R funds for the project. Execution of Amendment No. 3 will allocate an additional \$920,000 in Measure R funds for the construction of the project and increases the total project funding to \$3,587,000. The project is entirely funded through LACMTA funding and no local match is anticipated at this time.

Measure R Funding Agreement No. MR315.41 with Los Angeles County Metropolitan Transportation Authority – Amendment No. 3

Page 2 of 2

BACKGROUND

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

In February 2018, the City and Los Angeles County Metropolitan Transportation Authority (LACMTA) entered into Agreement No. MR315.41 to construct intersection improvements at Valley View Avenue and Alondra Avenue. The City requested an increase in funds for the project in the amount of \$920,000 due to rising construction costs. The Metro Board approved the budget increase on June 23, 2022. Amendment No. 3 to the agreement provides the additional funding.

ANALYSIS

Approval of Amendment No. 3 extends lapsing date for FY 2015-16 funds to June 23, 2025. The extension allows the City to request additional Measure R funds to bridge the projected shortfall and complete the intersection improvements.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Not applicable.

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, staff will coordinate the execution of Amendment No. 3 and continue coordinating the delivery of the project.

ATTACHMENTS:

- A. Amendment No. 3 to Agreement No. MR315.41
- B. Agreement No. MR315.41 and Amendments

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FTIP# N/A
I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.41
Amendment No. 3
FA# 920000000MR315.41

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

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of July 1, 2023 by and between the City of Santa Fe Springs ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. WHEREAS, Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR315.41, dated November 1, 2017, which was amended on May 11, 2020 and November 19, 2021, (as amended, the "Existing FA"), which Existing FA provides for the Valley View Ave Intersection at Alondra Blvd Improvements (the "Project"); and

B. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapsing dated to meet PAED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2015-16 funds to June 30, 2025; and

D. WHEREAS, the LACMTA Board on January 26, 2023 programmed an additional \$920,000 for Right of Way and Construction of the Project. The total project budget is \$3,587,000.

E. WHEREAS, the Funds are currently programmed for the Project as follows \$2,667,000 in Measure R Funds in FY 2015-16 and \$920,000 in Measure R Funds in FY 2022-23. The total designated amount for the Project is \$3,587,000; and

F. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

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

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$3,587,000 (the "Funds") for the Project. LACMTA Board of Directors actions on November 18, 2015, October 26, 2017 and January 26, 2023 set forth the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: \$2,667,000 in FY 2015-16 and \$920,000 in FY 2022-23."

2. Part II, Section 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2015-16 and FY 2022-23 are subject to lapse by June 30, 2025."

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the

milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

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

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

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

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Deputy

Date: 8/31/23

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____

René Bobadilla
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Ivy M. Tsai
City Attorney

Date: _____

FTIP #: N/A

ATTACHMENT A-3 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.41

Project Title: Valley View Ave Intersection at Alondra Blvd Improvements Project#: MR315.41 A-3

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY 2018-19	FY2019-20	FY2020-21	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		\$ 2,667,000				\$ 920,000	\$ 3,587,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ 2,667,000	\$ -	\$ -	\$ -	\$ 920,000	\$ 3,587,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ 2,667,000	\$ -	\$ -	\$ -	\$ 920,000	\$ 3,587,000	100%

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

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.41 A-3
 Project Title: Valley View Ave Intersection at Alondra Blvd Improvements Project#: MR315.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED										\$0
PS&E										\$0
RW Support	\$110,000									\$110,000
Const. Support	\$150,000	\$100,000								\$250,000
RW	\$315,000									\$315,000
Construction	\$1,500,000	\$492,000	\$920,000							\$2,912,000
Total MEASURE R	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000
SUM PROG LACMTA FUNDS:	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000
PROJECT FUNDING FY23-24 and FY24-25	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000
SUMMARY OF ALL FUNDS										
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$110,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000
Const. Support	\$150,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
RW	\$315,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$315,000
Construction	\$1,500,000	\$492,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,912,000
TOTAL MILESTONES	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000
SUM PROG LACMTA FUNDS	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$2,075,000	\$592,000	\$920,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,587,000

ATTACHMENT C-3 SCOPE OF WORK

PROJECT TITLE:

Valley View Ave Intersection at Alondra Blvd Improvements

PROJECT LOCATION:

The project is located at the Alondra Boulevard/Valley View Avenue Intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), immediately north of the 1-5 freeway.

PROJECT LIMITS:

This project limits include the intersection of Alondra Boulevard and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to restripe Alondra Boulevard to provide a right/through lane, two through lanes and dual left turn lanes for both the eastbound and westbound directions. The improvements also consist of widening on the south side of Alondra Boulevard and the reconstruction of the raised median east of the intersection. New Right of Way is required along the south side of Alondra Boulevard and along the east side of Valley View Avenue south of the intersection.

PROJECT BACKGROUND:

This project was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot". Improvements are needed in the intersection to improve the Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	NA/Completed by Metro
PS and E	NA/Completed by Metro
R/W Support	\$110,000
R/W Capital	\$315,000
Construction Support	\$2,912,000
<u>Construction Capital</u>	<u>\$250,000</u>
Total Budget	\$3,587,000

SCOPE:

The scope needed for this project includes Right of Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping, Right of Way Acquisition Capital, Construction Capital and the Construction Support necessary to provide construction oversight including to procure a consultant for construction engineering, award a contract for construction and perform the necessary tasks to complete the job.

Three (3) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

Valley View/Alondra Right of Way Impacts - Current			
APN	APN	LOCATION	Impact Type (Acquisition and/or TCE)
1	7001-013-097	Faro Logistics	Partial Acquisition and TCE
2	7001-012-043	Starbucks /Subway	Partial Acquisition and TCE
3	7001-012-039	Link Alondra Center	Partial Acquisition and TCE

The tasks necessary to complete the job including the following:

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

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

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

RIGHT-OF-WAY:

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

Right-of-Way Support:

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

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

Right-of-Way Capital:

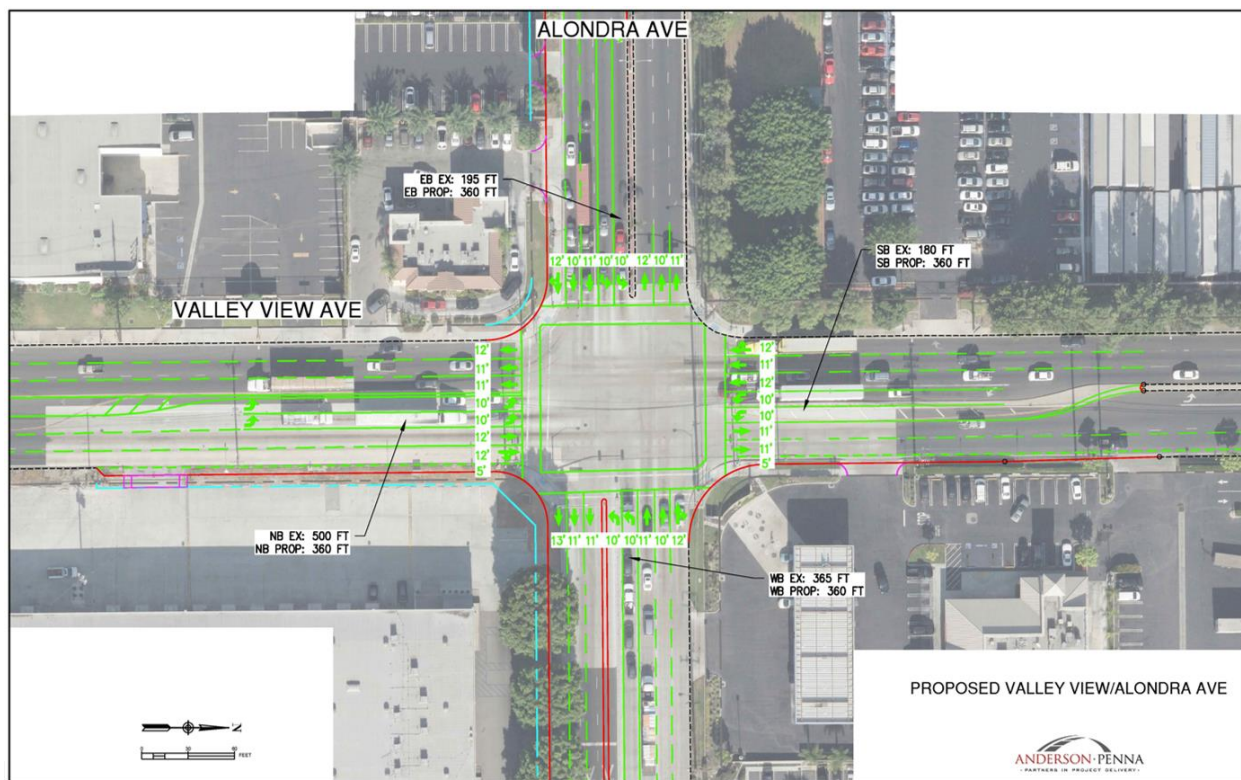
Tasks to be performed include, but are not limited to, the following:

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement including possession of property.
- I. Relocate Utilities in Conflict.

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

FA Milestones	Revised FA Schedule in Amendment 2		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Acquire Property	September 2020	December 2021	September 2020	December 2021
Physical Possession	December 2021	March 2022	December 2021	March 2022
Ready to List	April 2022	May 2022	April 2022	May 2022
Advertise	June 2022	July 2022	June 2022	July 2022
Bid Opening	August 2022	September 2022	August 2022	September 2022
Award of Contract	September 2022	October 2022	September 2022	October 2022
Fully Executed Contract	November 2022	December 2022	November 2022	December 2022
Construction	January 2023	May 2023	May 2024	December 2024
Total Project Duration (Months)	32 months		51 months	

ATTACHMENT C-3 – Location Map(s)



MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of November 1, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Santa Fe Springs ("GRANTEE") for Valley View Ave intersection at Alondra Blvd Improvements, LACMTA Project ID# MR315.41 (the "Project"). This Project is eligible for funding under Line 35 Interstate 605 Corridor "Hot Spot" Interchanges of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Right-of-Way acquisition and Construction of the Project.

WHEREAS, the LACMTA Board, at its December 3, 2015 meeting, programmed \$2,967,000 in Measure R Funds to GRANTEE for Right-of-Way acquisition and Construction subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its October 26, 2017 meeting, deobligated \$300,000 from Prior Years into MR315.40.

WHEREAS, the total designated revised funding for Right-of-Way acquisition and Construction of the MR315.41 Project is \$2,667,000 in Measure R Funds in Fiscal Year FY 2015-16.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

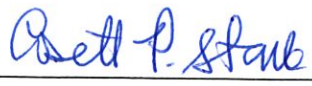
1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

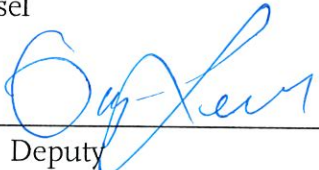
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 2/9/18
 Phillip A. Washington
Chief Executive Officer

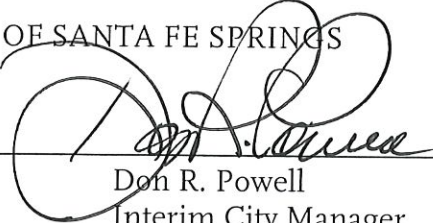
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

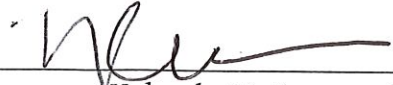
By:  Date: 1/18/18
Deputy

GRANTEE:

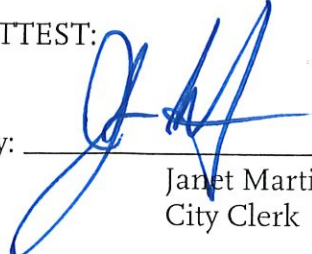
CITY OF SANTA FE SPRINGS

By:  Date: 1/24/2018
Don R. Powell
Interim City Manager

APPROVED AS TO FORM:

By:  Date: 1/30/18
Yolanda M. Summerhill
City Attorney

ATTEST:

By:  Date: 1/30/18
Janet Martinez
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Valley View Ave intersection at Alondra Blvd – Right-of-Way acquisition and Construction. LACMTA Project ID# MR315.41.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$2,667,000 (the "Fund") for the Project. LACMTA Board of Directors' action of November 18, 2015 granted the Measure R Funds for the Project. The Funds are programmed over one year for Fiscal Years (FY) FY 2015-16.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a

detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Carlos Montez
LACMTA PROJECT MANAGER
MAIL STOP 99-22-9
PHONE (213) 418-3241
E-MAIL: MontezC@metro.net

11. GRANTEE's Address:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Noe Negrete
Public Works Director
PHONE (562) 868-0511
E-MAIL: NoeNegrete@santafesprings.org

12. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR315.41 and FA# FA920000000MR315.41
Carlos Montez; Mail Stop 99-22-9

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (v) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same

proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: N/A

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.41

Project Title: Valley View Ave intersection at Alondra Blvd Project#: MR315.41

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS			\$ 2,667,000				\$ 2,667,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL			\$ 2,667,000				\$ 2,667,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ 2,667,000	\$ -	\$ -	\$ -	\$ 2,667,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR315.41
 Project Title: Valley View Ave intersection at Alondra Blvd Project#:MR315.41
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support				\$110,000					\$110,000
Const. Support								\$250,000	\$250,000
RW Capital							\$315,000		\$315,000
Construction								\$1,992,000	\$1,992,000
Total MEASURE R	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
PROP C 25%									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
OTHER NON LACMTA FUNDING:									
PROJECT FUNDING FY16-17 and FY17-18	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$110,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$315,000	\$0	\$315,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,992,000	\$1,992,000
TOTAL MILESTONES	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Alondra Boulevard and Valley View Avenue Intersection Improvements

PROJECT LOCATION:

The project is located at the Alondra Boulevard/Valley View Avenue Intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), immediately north of the I-5 freeway.

PROJECT LIMITS:

This project limits include the intersection of Alondra Boulevard and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to restripe Alondra Boulevard to provide a right/through lane, two through lanes and dual left turn lanes for both the eastbound and westbound directions. The improvements also consist of widening on the south side of Alondra Boulevard and the reconstruction of the raised median east of the intersection. New Right of Way is required along the south side of Alondra Boulevard and along the east side of Valley View Avenue south of the intersection.

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

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	NA/Completed by Metro
PS and E	NA/Completed by Metro
R/W Support	\$110,000
R/W Capital	\$315,000
Construction Capital	\$1,992,000
Construction Support	\$250,000
Total Budget	\$2,667,000

SCOPE:

The scope needed for this project includes Right of Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping, Right of Way Acquisition Capital, Construction Capital and the Construction Support necessary to provide construction oversight including to procure a

consultant for construction engineering, award a contract for construction and perform the necessary tasks to complete the job.

Three (3) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

Valley View/Alondra Right of Way Impacts - Current			
APN	APN	LOCATION	Impact Type (Acquisition and/or TCE)
1	7001-013-097	Faro Logistics	Partial Acquisition and TCE
2	7001-012-043	Starbucks /Subway	Partial Acquisition and TCE
3	7001-012-039	Link Alondra Center	Partial Acquisition and TCE

The tasks necessary to complete the job including the following:

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

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

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

RIGHT-OF-WAY:

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

Right-of-Way Support:

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

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

Right-of-Way Capital:

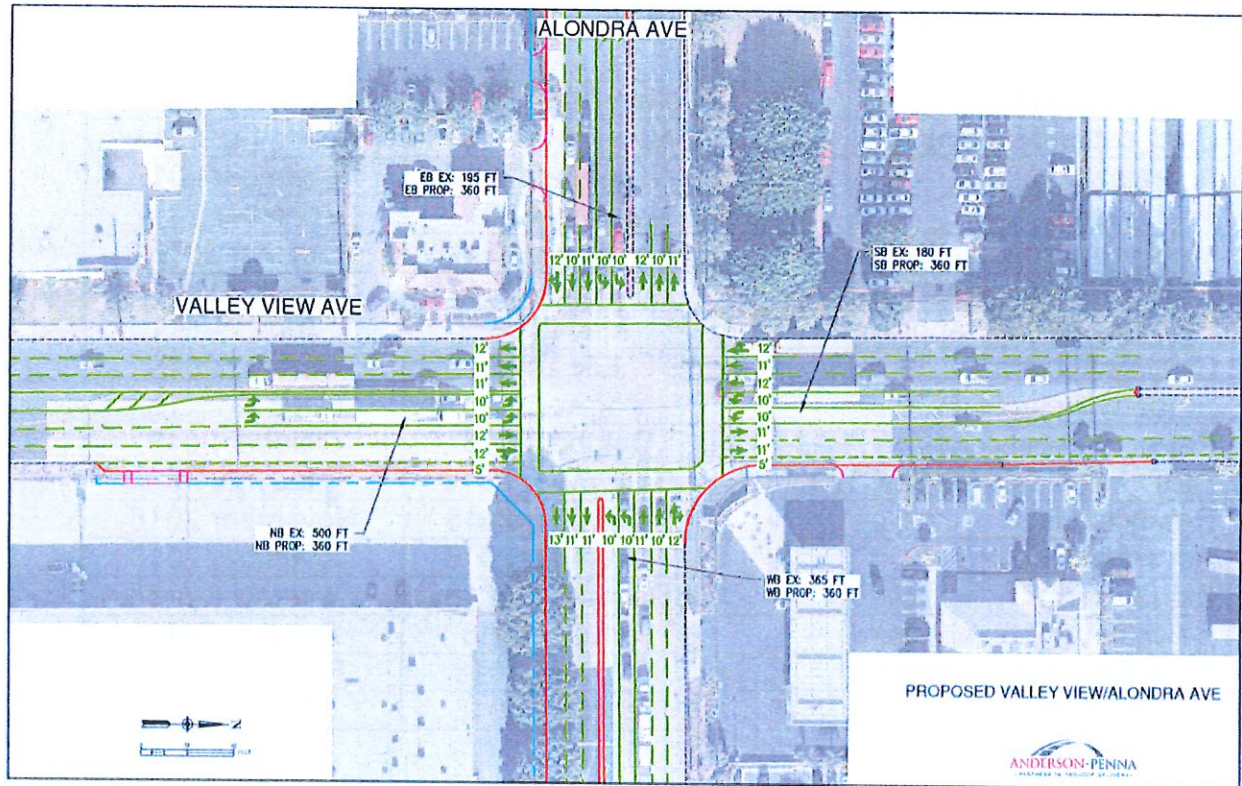
Tasks to be performed include, but are not limited to, the following:

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement including possession of property.
- I. Relocate Utilities in Conflict.

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

	START DATE	COMPLETION DATE
RIGHT OF WAY	November 2017	November 2018
Certification/Mapping	November 2017	November 2017
Appraisal	November 2017	December 2017
Title Report	November 2017	December 2017
Meet with Property Owners	November 2017	October 2018
Environmental Investigation	November 2017	April 2018
SFS City Council Approval	May 2018	June 2018
Closing/Acquire Property/Relocation	July 2018	October 2018
Physical Possession	October 2018	October 2018
BIDDING & CONSTRUCTION	December 2018	May 2019
Ready to List	November 2018	November 2018
Advertise	November 2018	November 2018
Bid Opening	December 2018	December 2018
Selection/Approval/Award	January 2018	January 2018
Fully Executed Contract	February 2018	February 2018
Construction	February 2018	May 2018

ATTACHMENT C -Location Map



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July - September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR315.41
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER
after the close of each month. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: Valley View Ave intersection at Alondra Blvd

FA #: 920000000MR315.41

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	Carlos Montez
	Phone Number:	(213) 418-3241
	e-mail:	MontezC@metro.net
GRANTEE Contact / Project Manager	Contact Name:	Noe Negrete
	Job Title:	Public Works Director
	Department:	Public Works
	City / Agency:	Santa Fe Springs
	Mailing Address:	1170 E. Telegraph Road, Santa Fe Springs, CA 90670
	Phone Number:	(562) 868-0511
	e-mail:	NoeNegrete@santafesprings.org

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date In Scope of Work (Month/Year)	Original FA End Date In Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ Ahead of original FA schedule
 ☐ Less than 12 months behind original schedule
- ☐ On schedule per original FA schedule
 ☐ More than 24 months behind original schedule
- ☐ Between 12-24 months behind original schedule

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
PA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR315.41
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION**PROJECT TITLE:** Valley View Ave intersection at Alondra Blvd**FA #:** 920000000MR315.41**QUARTERLY REPORT SUBMITTED FOR:**

Fiscal Year : ☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017
☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____**LACMTA MODAL CATEGORY:**

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	Carlos Montez
	Phone Number:	(213) 418-3241
	E-mail:	MontezC@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	Noe Negrete
	Job Title:	Public Works Director
	Department:	Public Works
	City / Agency:	City of Santa Fe Springs
	Mailing Address:	1170 E. Telegraph Road, Santa Fe Springs, CA 90670
	Phone Number:	(562) 868-0511
	E-mail:	NoeNegrete@santafesprings.org

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM		INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
TOTAL			

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of May 11, 2020, by and between City of Santa Fe Springs ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.41, dated February 9, 2018, (the "Existing FA"), which Existing FA provides for Valley View Ave intersection at Alondra Blvd Improvements (the "Project"); and

B. Whereas, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and,

C. Whereas, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for FY 2015-16 to June 30, 2021; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

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

1. Part I, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

2. Part II, Paragraph 6 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit

within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA,

and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6."

3. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and

- b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
 - (iv) funds programmed for FY 2015-16 are subject to lapse by June 30, 2021.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

4. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. **COMMUNICATIONS:**

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

5. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones table and replacing it with the following Revised Project Schedule.

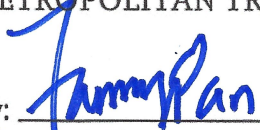
FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	August 2020
SFS Council Approval	May 2018	June 2018	August 2020	October 2020
Acquire Property	July 2018	October 2018	September 2020	December 2020
Physical Possession	October 2018	October 2018	December 2020	March 2021
Bidding & Construction				
Ready to List	November 2018	November 2018	April 2021	May 2021
Advertise	November 2018	November 2018	June 2021	July 2021
Bid Opening	December 2018	December 2018	August 2021	August 2021
Award of Contract	January 2019	January 2019	September 2021	October 2021
Fully Executed Contract	February 2019	February 2019	November 2021	December 2021
Construction	February 2019	May 2019	January 2022	April 2022
Total Project Duration (Months)	18 months		49 months	

6. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
 Phillip A. Washington
Chief Executive Officer

Date: 8/18/2020

APPROVED AS TO FORM:

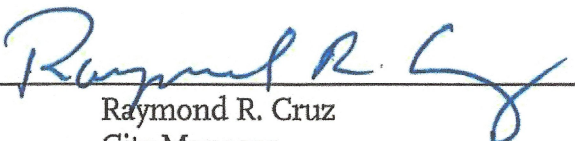
MARY C. WICKHAM
County Counsel

By: 
Deputy

Date: 7/31/2020

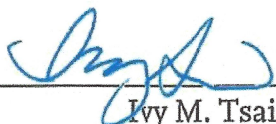
GRANTEE:

CITY OF SANTA FE SPRINGS

By: 
Raymond R. Cruz
City Manager

Date: 8/13/20

APPROVED AS TO FORM:

By: 
Ivy M. Tsai
City Attorney

Date: 8/14/20

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.41
 Project Title: Valley View Ave intersection at Alondra Blvd Improvements Project#: MR315.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support	\$4,587	\$15,278							\$19,865
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SUM PROG LACMTA FUNDS:	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$4,587	\$15,278	\$0	\$0	\$0	\$0	\$0	\$0	\$19,865
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support				\$10,000	\$30,135	\$25,000	\$25,000		\$90,135
Const. Support						\$25,000	\$125,000	\$100,000	\$250,000
RW					\$82,000	\$133,000	\$100,000		\$315,000
Construction							\$1,500,000	\$492,000	\$1,992,000
Total MEASURE R	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY20-21 and FY21-22	\$0	\$0	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,647,135
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$4,587	\$15,278	\$0	\$10,000	\$30,135	\$25,000	\$25,000	\$0	\$110,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$25,000	\$125,000	\$100,000	\$250,000
RW	\$0	\$0	\$0	\$0	\$82,000	\$133,000	\$100,000	\$0	\$315,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$492,000	\$1,992,000
TOTAL MILESTONES	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000
SUM PROG LACMTA FUNDS	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$4,587	\$15,278	\$0	\$10,000	\$112,135	\$183,000	\$1,750,000	\$592,000	\$2,667,000

AMENDMENT No. 2 TO FUNDING AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Funding Agreement (this "Amendment"), is dated as of November 19, 2021, by and between City of Santa Fe Springs ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. WHEREAS, the GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.41, dated February 9, 2018, which was amended on May 11, 2020, (as amended, the "Existing FA"), which Existing FA provides for the Valley View Ave Intersection at Alondra Blvd Improvements (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the Project funds programmed for FY 2015-16 to June 30, 2023; and

D. WHEREAS, the GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

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

1. Part II, Paragraph 5 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor%20Portal%20Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment."

2. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: (vii) All Funds programmed for FY 2015-16 are subject to lapse on June 30, 2023."

3. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

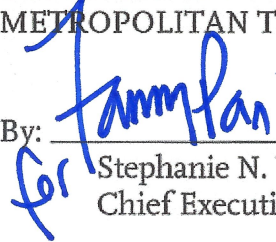
4. Attachment C– Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones table and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Acquire Property	September 2020	December 2020	September 2020	December 2021
Physical Possession	December 2020	March 2021	December 2022	March 2022
Ready to List	April 2021	May 2021	April 2022	May 2022
Advertise	June 2021	July 2021	June 2022	July 2022
Bid Opening	August 2021	August 2021	August 2022	September 2022
Award of Contract	September 2021	October 2021	September 2022	October 2022
Fully Executed Contract	November 2021	December 2021	November 2022	December 2022
Construction	January 2022	April 2022	January 2023	May 2023
Total Project Duration (Months)	18 months		49 months	

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

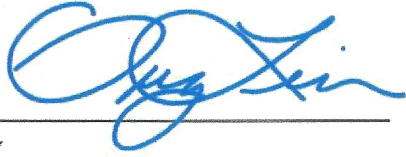
By: 

Stephanie N. Wiggins
Chief Executive Officer

Date: 6/14/2022

APPROVED AS TO FORM:

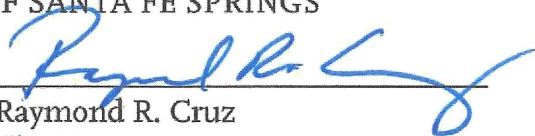
DAWYN R. HARRISON
Acting County Counsel

By: 

Deputy

Date: 5/16/2022

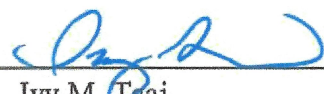
CITY OF SANTA FE SPRINGS

By: 

Raymond R. Cruz
City Manager

Date: 5/20/22

APPROVED AS TO FORM:

By: 

Ivy M. Tsai
City Attorney

Date: 6/9/22

ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.41 A-2
Project Title: Valley View Intersection at Alondra Blvd Ave Improvements Project#: MR315.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED										\$0
PS&E										\$0
RW Support	\$19,865	\$10,000	\$25,000	\$25,000	\$30,135					\$110,000
Const. Support							\$25,000	\$125,000	\$100,000	\$250,000
RW			\$82,000	\$100,000	\$133,000					\$315,000
Construction								\$1,500,000	\$492,000	\$1,992,000
Total MEASURE R	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000
PROP C 25%										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY21-22 and FY22-23	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000
SUMMARY OF ALL FUNDS										
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$19,865	\$10,000	\$25,000	\$25,000	\$30,135	\$0	\$0	\$0	\$0	\$110,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$125,000	\$100,000	\$250,000
RW	\$0	\$0	\$82,000	\$100,000	\$133,000	\$0	\$0	\$0	\$0	\$315,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$492,000	\$1,992,000
TOTAL MILESTONES	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000
SUM PROG LACMTA FUNDS	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$19,865	\$10,000	\$107,000	\$125,000	\$163,135	\$0	\$25,000	\$1,625,000	\$592,000	\$2,667,000



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: **HERITAGE PARK NATIVE AMERICAN POND IMPROVEMENT –
AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS**

DATE: July 16, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Plans and Specifications for the Heritage Park Native American Pond Improvement Project; and
- 2) Authorize the City Engineer to advertise for construction bids; and
- 3) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The construction cost estimate for the Heritage Park Native American Pond Improvement project is \$240,000. The estimated total project cost, including construction, design, engineering, inspection, and contingency is approximately \$383,000. The estimated total project costs are as follows:

Heritage Park Native American Pond Improvement – Authorization to Advertise

Page 2 of 3

ITEM	BUDGET
Construction	\$ 240,000
Design	\$ 20,000
Engineering	\$ 35,000
Inspection	\$ 40,000
Contingency	\$ 48,000
Estimated Total Project Cost:	\$ 383,000

The Heritage Park Native American Pond Improvement Project is an approved Capital Improvement Project funded by a grant from the California Natural Resources Agency in the amount of \$276,250 for construction, with a separate design budget of \$20,000. Please note, that while the majority of the estimated construction and design cost will be covered by the current appropriated funding for the project, an additional appropriation of funds will be necessary to cover the anticipated project shortfall. Staff will be recommending an appropriation of funds at the time of the Award of Contract based on an actual construction bid amount. The current project budget is summarized below:

PROJECT FUNDING	AMOUNT
California Natural Resources Agency Grant Fund (Construction & Contingency Only)	\$ 276,250.00
California Natural Resources Agency Grant Fund (Design Only)	\$ 20,000.00
Total Funding:	\$ 296,250.00
 Estimated Total Project Cost	 \$ 383,000.00
Total Grant Fund	\$ (296,250.00)
Potential Funding Shortfall:	\$ 86,750.00

BACKGROUND

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to various existing City parks. In January 2020, the City initiated the California Natural Resources Agency process to collect grant funding related to the various park improvement projects.

The Heritage Park Native American Pond Improvement project is located at the northwest corner of Heritage Park, south of Mora Drive. The intent of the project is to increase the pond water operation efficiencies. The scope of work consists of adding a liner to the lower pond, replacing existing piping and fittings, constructing concrete and decomposed granite, replacing pond skimmers, testing water systems, and updating adjacent landscaping plants and features. The existing lower pond liner, concrete, and piping infrastructure has exceeded its service life and needs an update to properly retain the water.

The project plans & specifications have been completed and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval. A copy of the project plans and specifications will be on file with the City Clerk.

ANALYSIS

The proposed improvements will increase pond water operation efficiencies, address the broken drain and repair leaks, and restore adjacent landscaping, to create a more appealing and revitalized environment.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Heritage Park Native American Pond Improvement project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility.

DISCUSSION

The project improvements will reduce overall pond maintenance costs, and reduce operational water costs.

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will advertise the project and await the construction bids that will be opened in August 2024.

ATTACHMENTS:

- A. Site Exhibit 1

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

SITE EXHIBIT 1

PROJECT LOCATION





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance

SUBJECT: AUTHORIZE PURCHASE OF THREE (3) POLICE VEHICLES FROM SUNRISE FORD

DATE: July 16, 2024

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Authorize issuing a purchase order to Sunrise Ford to purchase three (3) Ford Explorer police pursuit vehicles in the amount of \$213,771; and
2. Authorize the City Manager to establish an agreement/purchase order in an amount that shall not exceed \$75,000 to acquire the items and services necessary to upfit the vehicles for field use; and
3. Authorize a budget transfer from the Equipment Acquisition and Replacement Fund in the amount of \$288,771 for the items above and services.

FISCAL IMPACTS

The total cost of this purchase shall not exceed \$288,771. This includes \$213,771 for three (3) vehicles and an additional \$75,000 for items and services to upfit each vehicle. Approve a budget transfer from Fund 6090-Equipment Replacement to Fund 1010-General Fund in the amount of \$288,771. Approve an Appropriation Adjustment to account 10800000-573450 in the amount of \$288,771.

BACKGROUND

The City replaces vehicles that have reached the end of their cost-effective, useful life based on age, mileage, and repair history by the vehicle replacement schedule. In addition, this program identifies adjustments to the vehicle fleet as services change in

size and scope. A recent assessment has recognized the need to purchase three (3) vehicles for the Police Department to replace aging units.

ENVIRONMENTAL

N/A

DISCUSSION

The City contracts with Whittier Police Department to provide law enforcement services. As part of this agreement, the Department of Police Services is required to facilitate the acquisition of equipment such as vehicles. Thirteen (13) vehicles have been allocated to the Police Department. Many of these vehicles are becoming expensive and no longer suitable for police work, as they are unreliable.

Since the pandemic, the acquisition of vehicles has been complex due to scarcity within the market. Vehicles being requested are not readily available and require the manufacturer's order. If vehicles are ordered today, manufacturers estimate an approximate delivery time of six (6) to eight (8) months. Although this is the case, Staff recently located vehicles from a dealer in the State. To ensure the vehicles are obtained it is necessary to place the order as soon as possible to ensure they are still available. It is requested that the City Council authorize issuing a purchase order to Sunrise Ford in the amount of \$213,771 to acquire three (3) police pursuit-rated Ford Explorers. Staff has contacted the dealership and confirmed that the vehicles are available and ready to ship.

Upon receiving the vehicles, they must be upfitted with the necessary items to ensure they are suitable for field use. This includes, but is not limited to, light bars, amplification systems, mobile data computers and docks, push bars, and decals. In addition to authorizing the purchase of the vehicles, Staff requests that the City Manager be authorized up to an additional \$75,000 to establish an agreement/purchase order with the vehicle upfitter. Staff will identify an upfitter based on the time required to complete the necessary work to prepare the vehicle for field use.

As previously mentioned, some of the Police Department's vehicles are aging and beyond cost-effective for repair and maintenance. Currently, the Department is at risk of limiting services if sufficient operable vehicles are not available. Due to the condition of the Department's fleet and market scarcity, this purchase is considered urgent outside the normal bidding process under Santa Fe Springs Municipal Code Section 34.18G, which states:

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

Where competitive bidding is not required by state law in specified circumstances, including, but not limited to, emergency purchases and design-build projects.

At the direction of the City Manager, Staff is in the process of implementing measures to ensure vehicle orders are placed in a timely manner. These measures include communicating with dealers to receive notifications about vehicle order windows and using PlanetBids to post vehicle bids to ensure the best pricing is obtained.

SUMMARY/NEXT STEP

Once approved, staff will issue a purchase order to Sunrise Ford in the amount of \$213,771. An additional \$75,000 is requested under the City Manager's authority to purchase the items and services necessary to upfit vehicles for field use.

ATTACHMENTS

A. Price Quotes/Invoices



16005 VALLEY BLVD., FONTANA, CA 92335
FLEET OFFICE (909) 350-3043 FLEET FAX (909) 822-4199

FLEET VEHICLE PURCHASE INVOICE

SOLD TO City Of Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs CA. 91711
PHONE (562)318-6854
P.O. # XX

DATE 07/11/2024

YEAR 2024 MAKE Ford MODEL Explorer
VIN 1FM5K8AB1RGA48265 STOCK NUMBER FR1184

TERMS:

NET 0 DAYS NET DUE \$ \$71,256.96

MUST BE RECEIVED NO LATER THAN _____

DELIVERY RECEIPT:
I ACKNOWLEDGE THE RECEIPT OF THE ABOVE VEHICLE:

MAKE CHECKS PAYABLE TO:
SUNRISE FORD
16005 VALLEY BLVD.
FONTANA, CA 92335

SIGNATURE _____ DATE _____
Explorer Police Utility
FORD FLEET # _____
Doors and Roof painted white
RESALE # _____
Back windows dark tint, See window sticker
R.S. # _____
Exempt Plates
BID # _____
Matt Charland
FLEET MANAGER & NUMBER _____

PRICE \$64,363.15
TAX \$6,767.06
LIC. FEE \$41.75
DOC. FEE \$85.00
TOTAL \$71,256.96
LESS TRADE _____
LESS DOWN _____
NET DUE \$71,256.96



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