



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

TUESDAY, AUGUST 6, 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. APPRECIATION AWARD FROM LITTLE LAKE CITY SCHOOL DISTRICT
PRESIDENT GINA RAMIREZ
2. MOTHERS AGAINST DRUNK DRIVING (MADD) DUI AWARD – WHITTIER
POLICE OFFICER AUSTIN CASTRO (POLICE SERVICES)
3. CALIFORNIA STATE LIBRARY PREEXCELLENCE AWARD FOR “ARTFUL PR:
JOVENES CREADORES UNLEASH TEEN TALENT AT SFS ART FEST”
(COMMUNITY SERVICES)

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

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

4. ORDINANCE NO. 1143 – AMENDING SECTIONS 155.865 (APPEAL AND
EFFECTIVE DATE) AND 155.866 (CITY COUNCIL TO HEAR APPEAL) WITHIN
TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS
MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER
CEQA (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
 - 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
 - 3) Waive further reading and introduce Ordinance No. 1143 by title, amending Sections 155.865 (Appeal and Effective Date) and 155.866 (City Council to Hear Appeal) within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code; and
 - 4) Take such additional, related, action that may be desirable.
5. **ORDINANCE NO. 1145 – AMENDING SECTIONS 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, AND 155.637, AND REPLACE SECTIONS 155.385 THROUGH 155.404 (NONCONFORMING USES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND TO AMEND SECTION 157.03 WITHIN TITLE 15 (LAND USE), CHAPTER 157 (WIRELESS TELECOMMUNICATIONS FACILITIES), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
- 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3); and
- 3) Waive further reading and introduce Ordinance No. 1145 by title, adopting a Zone Text Amendment to amend Sections 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, and 155.637, and replace sections 155.385 through 155.404 (Nonconforming Uses) within Title 15 (Land Use), Chapter 155 (Zoning), and to amend Section 157.03 within Title 15 (Land Use), Chapter 157 (Wireless Telecommunications Facilities), of the Santa Fe Springs Municipal Code; and
- 4) Take such additional, related action that may be desirable.

OLD BUSINESS – NONE

HOUSING SUCCESSOR – NONE

SUCCESSOR AGENCY – NONE

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

CITY COUNCIL

6. SANTA FE SPRINGS CITY LIBRARY'S PARTICIPATION IN THE CORPORATION FOR EDUCATION NETWORK INITIATIVES IN CALIFORNIA CONSORTIUM FOR FY 2025-26 THROUGH FY 2029-30 (COMMUNITY SERVICES)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve and authorize the Director of Community Services to execute the *Letter of Agency*, confirming the Santa Fe Springs City Library's (Library) participation in the Corporation for Education Network Initiatives (CENIC) Consortium for FY 2025-2026 through FY 2029-2030; and
- 2) Authorize the Director of Community Services to administer the CENIC program.

7. ART IN PUBLIC PLACES FY 2024-25 ART EDUCATION GRANT PROGRAM AWARDS (COMMUNITY SERVICES)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Authorize the FY 2024-25 award distribution of \$69,992.50, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients.
- 2) Take such additional, related, action that may be desirable.

8. AGREEMENT WITH ATQOR FOR IT CONSULTANT, SUPPORT SERVICES AND SOFTWARE DEVELOPMENT (FINANCE)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Incorporate this project as a Capital Improvement Program (CIP) within the current Fiscal Year (FY) 2024-25 CIP Program; and
- 2) Authorize the City Manager to execute an amendment to the agreement with AtQor for general Information Technology (IT) support and consultant services for FY 2024-25 through 2025-26; and
- 3) Award AtQor authorization to create a Water Utility Billing solution based upon the specifications of the City's Request for Proposals (FRP) for Utility Billing Software and implementation Services; and

- 4) Authorize the City Manager to execute three (3), optional one (1) year amendments for FY 2026-27 through FY 2028-29 at the City Manager's discretion.

9. APPROVE PROFESSIONAL SERVICE AGREEMENT WITH IBE DIGITAL FOR SUPPLEMENTAL INFORMATION TECHNOLOGY SUPPORT SERVICES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a City-Wide Information Technology (IT) staff augmentation services agreement with IBE Digital on a month-to-month basis; and
- 2) Authorize issuing a Request for Qualification/Proposals (RFP) to identify consultant to provide IT support services.

10. APPROVE PROFESSIONAL SERVICE AGREEMENT WITH INFOSEND, INC. FOR PRINT AND MAIL SERVICES FOR WATER UTILITY BILLING (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a two-year Water Utility billing services agreement with InfoSend, Inc. (InfoSend) for FY 2024-25 through FY 2026-27; and
- 2) Authorize the City Manager to approve extension options for FY 2027-28 through FY 2028-29 of the agreement, if needed.

11. TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED JUNE 30, 2024 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the report.

12. DEPARTMENT OF FIRE-RESCUE PURCHASING CONTRACT INCREASE – SOCAL AUTO & TRUCK PARTS INC. (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a purchasing contract increase with SoCal Auto & Truck Parts Inc. for \$150,000; and
- 2) Take such additional, related action that may be desirable.

13. SECOND READING OF ORDINANCE NO. 1142, TO AMEND CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt 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

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

14. 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.

15. RESOLUTION NO. 9925 – AMENDING RESOLUTION NO. 9906, FULL STREET VACATION OF KOONTZ AVENUE SOUTH OF FLORENCE AVENUE, RESERVING EXISTING UTILITIES (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9925 amending Resolution No. 9906, to reserve any existing utilities from the street vacation of Koontz Avenue; and
- 2) Authorize the City Manager to execute the quitclaim deed to the Property Developer; and
- 3) Take such additional, related action that may be desirable.

16. 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 to the landscape maintenance services agreement with Merchants Landscape Services, Inc. exercising the final one-year extension and increasing the annual contract amount to \$978,824.35; and
- 2) Take such additional, related, action that may be desirable.

17. SECOND READING AND ADOPTION 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) Adopt 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) Take such additional, related, action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

I, Fernando N. Muñoz, 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: Cuong Nguyen, Director of Community Development

SUBJECT: **ORDINANCE NO. 1143 – AMENDING SECTIONS 155.865 (APPEAL AND EFFECTIVE DATE) AND 155.866 (CITY COUNCIL TO HEAR APPEAL) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA**

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
- 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 3) Waive further reading and introduce Ordinance No. 1143 by title, amending Sections 155.865 (Appeal and Effective Date) and 155.866 (City Council to Hear Appeal) within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code; and
- 4) 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.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

After receiving the written and oral reports, and public discussion during the Planning Commission meeting of July 15, 2024, the Commission voted 4-0, to approve and adopt Resolution No. 267-2024. This resolution recommends that the City Council approve and adopt Ordinance No. 1143 to effectuate the proposed amendments to the text of the City's Zoning Code and determine that the Ordinance is exempt from CEQA.

BACKGROUND

Public Notification

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

The legal notice was published in a newspaper of general circulation (Los Cerritos News) on July 26, 2024, as required by the State Zoning and Development Laws. As of the date of this report, staff has not received any further inquiries regarding the proposed project.

Zoning Code Amendments

Staff recommends the proposed Zone Text Amendment (Attachment A, Exhibit A) as a way to clean up the Zoning Ordinance and streamline processes. While the Zoning Code provides for the Director to approve/deny certain land use applications, the Code is silent as to the process for an applicant to appeal that decision. These amendments provide for that process.

- Amended Section 155.865 clarifies that a decision made by the Director of Community Development becomes final after 14 days of such decision unless appealed to the Planning Commission.
- Amended Section 155.866 includes the Planning Commission as a hearing body for the appeal of a decision made by the Director of Community Development.

Any decision by the Planning Commission will still be appealed to the City Council.

ANALYSIS

The proposed Ordinance is consistent with the following Santa Fe Springs General Plan Goals and Policies:

1. Policy EJ-4.1 – Civic Engagement. Support an equitable and comprehensive approach to civic engagement and public outreach on all aspects of City governance and delivery of services.

Ordinance No. 1143

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- a. The appeal process increases transparency and accountability in zoning decisions. It ensures that the decision-making process is open to scrutiny, thereby building trust among stakeholders, including residents, developers, and businesses.

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. 1143 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. 1143
 - a. Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

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

ORDINANCE NO. 1143

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.865 (APPEAL AND EFFECTIVE DATE) AND 155.866 (CITY COUNCIL TO HEAR APPEAL) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA.

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

SECTION 1. 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 2. Findings:

1. The Exhibits attached to this Ordinance are each incorporated by reference and made a part of this Ordinance.
2. This Ordinance continues the City’s efforts to improve the Zoning Code by including a process to appeal a decision by the Director of Community Development to the City’s Planning Commission. This amendment will allow for an appeal process, similar to the appeal from a Planning Commission decision.
3. The appeal process increases transparency and accountability in zoning decisions. It ensures that the decision-making process is open to scrutiny, thereby building trust among stakeholders, including residents, developers, and businesses.

SECTION 3. Amendments:

Chapter 155 (Zoning) 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 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 155, 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 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 6th day of August 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 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Exhibit A – Zoning Code Amendment
Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe
Springs Municipal Code

Key:

Normal Text = Existing unmodified Code language

~~Strikethrough Text~~ = Proposed language to be removed from the existing Code

Underline Text = Proposed language to be added to the Code

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.865 (Appeal and Effective Date) is hereby amended as follows:

§ 155.865 APPEAL AND EFFECTIVE DATE.

(A) Any decision by the Director of Community Development shall be final 14 days after the Director's decision, unless appealed to the Planning Commission as provided for in this section.

(~~AB~~) Unless otherwise specified in the resolution or motion of the Planning Commission in acting upon a request for a variance, modification, conditional use permit, approval for relocation of a building, ~~or~~ development plan approval, or appeal of the Director's decision, the Commission's action shall become final 14 days after the Commission's action.

(~~BC~~) Said 14-day period shall be for the purpose of allowing for an appeal to the City Planning Commission or City Council, as appropriate, either by the applicant or any other interested party. Said appeal shall be made in writing and filed with the City Clerk. The filing of an appeal within the prescribed time limit shall have the effect of staying the effective date of the Director's or Commission's action until such time as the Planning Commission and/or City Council has acted on the appeal.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.866 (City Planning Commission and/or City Council to Hear Appeal) is hereby amended as follows:

§ 155.866 CITY PLANNING COMMISSION AND/OR CITY COUNCIL TO HEAR APPEAL.

Each appeal shall be considered de novo (new) and the City Planning Commission and/or City Council, as the hearing body, may reverse, modify or affirm the decision in regard to the entire project in whole or in part. In taking its action on an appeal, the Commission and/or the City Council shall state the basis for its action. The Commission and/or the City Council may approve (in full or in part), conditionally approve (in full or in part), modify or deny (in full or in part) and may modify, delete or add such conditions as it deems necessary. The City Council may also refer the matter back to the Planning Commission for further action.



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. 1145 – AMENDING SECTIONS 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, AND 155.637, AND REPLACE SECTIONS 155.385 THROUGH 155.404 (NONCONFORMING USES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND TO AMEND SECTION 157.03 WITHIN TITLE 15 (LAND USE), CHAPTER 157 (WIRELESS TELECOMMUNICATIONS FACILITIES), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA**

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
- 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3); and
- 3) Waive further reading and introduce Ordinance No. 1145 by title, adopting a Zone Text Amendment to amend Sections 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, and 155.637, and replace sections 155.385 through 155.404 (Nonconforming Uses) within Title 15 (Land Use), Chapter 155 (Zoning), and to amend Section 157.03 within Title 15 (Land Use), Chapter 157 (Wireless Telecommunications Facilities), of the Santa Fe Springs Municipal Code; and
- 4) Take such additional, related action that may be desirable.

ORDINANCE NO. 1145 – NONCONFORMING SITUATIONS

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FISCAL IMPACT

N/A

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

On July 15, 2024, the Planning Commission conducted a duly noticed public hearing to review and consider the proposed Zoning Code Amendment (ZCA) regarding the City's nonconforming provisions. Following a thorough evaluation of written and oral reports, and public discussions during the meeting, the Commissioners voted unanimously to adopt Resolution No. 264-2024. This resolution recommends that the City Council approve and adopt Ordinance No. 1145 to effectuate the proposed amendments to the text of the City's Municipal Code, and determine that the proposed ZCA is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). It is worth noting that no comments were received from the community or interested parties regarding the ZCA.

BACKGROUND

The Santa Fe Springs Zoning Code was adopted in 1964 and most of the nonconforming uses provisions from the 1964 code are still in effect today. The current code is based on termination dates whereby nonconformities may remain until a certain time period has passed, at which point the nonconformity must be removed. Termination dates vary from as short as 90 days to as long as 20 years after the use or structure became nonconforming.

The City Council adopted the 2040 General Plan on February 8, 2022. The 2040 General Plan created new land use designations and changed the land use designations of several properties. For example, the land use map included new mixed-use designations and changed the land use designation for several industrial properties from Heavy Manufacturing to Light Manufacturing or Business Park.

Prior to adopting the 2040 General Plan, members of the business community expressed concern that their properties would become nonconforming. To assuage concerns, the following statement and policies were added to the Land Use Element of the 2040 General Plan:

- Page LU-9: Nonconforming Uses. Existing legally established land uses or structures that are made nonconforming by this General Plan or related zoning amendments may continue operating until a site is redeveloped; however, any material expansion in square footage of a nonconforming building or use shall require a conditional use permit. Repairs and maintenance may be made to keep nonconforming buildings or structures in a safe condition.

ORDINANCE NO. 1145 – NONCONFORMING SITUATIONS

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- Policy LU-1.9: Nonconforming Uses. Review zoning code regulations regarding nonconforming uses for consistency with this General Plan, with the purpose of providing flexibility for legally established uses and structures, and recognizing property investments, consistent with overall land use compatibility and economic development goals.
- Policy LU-5.4: Freeway Commercial Nonconforming Uses. Review zoning code regulations regarding legally established uses and structures within the Freeway Commercial overlay zone for consistency with this General Plan, with the purpose of providing flexibility consistent with overall land use compatibility and economic development goals.

These General Plan policies necessitated a complete revision of the City's nonconforming uses provisions in the Zoning Code to move away from termination periods and to instead focus on bringing sites into conformance upon site redevelopment.

On August 15, 2023, a targeted Zoning Code update was adopted to ensure consistency between the newly updated General Plan and the Zoning Code. In addition to numerous text amendments, the targeted Zoning Code update included a new Zoning Map that rezoned several properties to match their General Plan land use designation. Many uses and structures became nonconforming with the adoption of the new Zoning Map. Staff had concurrently drafted a comprehensive revision of the Nonconforming Uses section of the Zoning Code with the expectation that it would be adopted with the overall targeted Zoning Code update. However, extensive feedback was received during the review of both the initial and subsequent drafts of the nonconforming situations ordinance. Consequently, it was decided to separate the nonconforming situations update from the broader targeted Zoning Code update project to allow sufficient time for further discussion and collaboration with stakeholders.

PUBLIC ENGAGEMENT EFFORTS

Staff worked diligently with the stakeholders for nearly two years to completely rewrite the City's approach to nonconforming situations. As outlined below, the engagement process included Zoning Advisory Group meetings, study sessions, community meetings, and ten revisions to the nonconforming situations draft.

Zoning Advisory Group

A Zoning Advisory Group (ZAG) was formed to support the targeted Zoning Code update project and was comprised of individuals representing various community interests, including residents, property owners, business owners, and other stakeholders. Three of the four ZAG meetings held on June 29, 2022, July 27, 2022, and February 1, 2023, included discussions on nonconforming provisions, including a walkthrough of the key changes made to the nonconforming situations.

ORDINANCE NO. 1145 – NONCONFORMING SITUATIONS

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Study Sessions - City Council and Planning Commission

Two joint study sessions were held with the City Council and Planning Commission and one study session with the Planning Commission.

The first joint study session took place on August 2, 2022, and had the primary objective of providing a comprehensive overview of the targeted Zoning Code update project to the City Council and Planning Commission. In addition to reviewing preliminary draft land uses and development standards for the new mixed-used zone districts, attendees were provided with a general framework of the nonconforming situations section.

The second joint study session, held on February 21, 2023, provided an update on the targeted Zoning Code update project to the City Council and Planning Commission. This update included the revised drafts for the mixed-use zones and the nonconforming situations sections. Additionally, the session introduced preliminary draft land uses and development standards for the multiple-family zone districts (R-3 and R-4). While staff acknowledged receiving comments from the business community and a Zoning Advisory Group (ZAG) member, there was no discussion regarding the nonconforming situations section during this second study session.

The third study session was held October 9, 2023, with the Planning Commission and provided a deep dive into the nonconforming situation section. Commissioners were provided a comprehensive overview of the fourth draft nonconforming provisions section, a summary of all public comments, and the City's response to each public comment.

Community Meeting - Affected Property Owners

On August 24, 2022, the City invited all property owners affected by the proposed zoning code changes to attend a public meeting. The main objective of the meeting was to enhance their understanding of the City's Zoning Code, with a specific emphasis on the proposed mixed-used standards and nonconforming situations. Attendees had the opportunity to delve into the specifics of the proposed changes and actively engage by asking questions and seeking clarification.

Meetings with the Business Community

On September 15, 2022, the City held a Zoom meeting with the Business Working Group (BWG), comprised of members from the Santa Fe Springs Chamber of Commerce, industrial business owners, property owners, brokers, and more, to engage in a comprehensive discussion concerning the proposed modifications to the Zoning Code. The focal point of the discussion revolved around the initial draft sections addressing nonconforming situations, which had garnered notable interest from the BWG.

Nonconforming Situations Drafts

The first draft of the updated nonconforming situations code section was posted to the Reimagine Santa Fe Springs website and shared with the Zoning Advisory Group on July 26, 2022. After receiving considerable interest from the business community, the first draft

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was also shared with the BWG on August 30, 2022. The BWG provided staff with their collective first draft comments on September 14, 2022.

After thorough review and consideration, many of the BWG's comments were accepted and incorporated into the second draft, which was shared with the BWG on December 15, 2022, and later posted to the Reimagine Santa Fe Springs website. The second draft was also presented to the Zoning Advisory Group on February 1, 2023. The BWG provided staff with their collective second draft comments on February 13, 2023.

The third draft of the nonconforming situations code was distributed to the BWG and posted on the Reimagine Santa Fe Springs website on August 15, 2023. It was also sent to additional business owners who participated in public hearings for the adoption of the targeted Zoning Code update. The BWG submitted comments on August 18, 23, 28, 30, and 31 and September 21, 2023.

Staff revised the nonconforming situations code section based on third draft comments and presented a fourth draft during a Planning Commission study session on October 9, 2023. One business community stakeholder submitted fourth draft comments prior to the study session and additional comments were received on October 23, 2023. Staff discussed the comments with the stakeholders on October 10 and 24, 2023.

A fifth draft and a response to the comments table was sent to the BWG on January 11, 2024. On January 16, 2024, the City held a Zoom meeting with the BWG to discuss the fifth draft of nonconforming situations. Staff reviewed the group's comments on the fourth draft document and explained which comments were accepted into the fifth draft and which comments resulted in further revisions. The meeting concluded with City staff agreeing to revise the draft further and schedule a longer follow-up meeting with the group to discuss all revisions in detail.

A sixth draft was sent to the BWG on February 6, 2024, and they provided written comments back to staff on February 21, 2024. Staff met with the BWG on February 22, 2024, via Zoom to discuss the sixth draft of nonconforming situations. Staff did a screen share of the draft and reviewed each of the group's comments one-by-one and made live edits to the document. At the conclusion of the meeting, it was determined that all major issues had been resolved and future revisions to the draft could be made via email. Staff then met with the BWG on February 22, 2024, to review their comments on the sixth draft and make live edits together as a group.

A seventh draft was sent to the BWG on February 27, 2024, and the group provided written comments back to staff on March 20, 2024.

The eighth draft was sent to the BWG on April 3, 2024, and the group provided written comments back to staff on April 8, 16, and 22, 2024.

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A ninth draft was sent to the BWG on May 20, 2024, and the group sent comments back on May 20 and 23, 2024.

A tenth draft was sent to the BWG on June 3, 2024. This tenth draft incorporated the comments received from the BWG. Staff re-sent the draft on June 17, 2024, and followed-up again for comments on July 1, 2024. Receiving no comments from the BWG, staff proceeded with scheduling the Planning Commission hearing.

Zoning Code Amendments

Staff recommends the proposed Zoning Code Amendment (Attachment B) completely replace the City's current nonconforming uses code Sections 155.385 through 155.404. Key points include:

- Removal of termination periods.
- A nonconforming situation may be maintained, repaired, improved, altered, remodeled, continued, or expanded, provided any such work satisfies all current requirements of the Zoning Ordinance.
- Expansions of a nonconforming situation that increases its nonconformity with the applicable standards of the Zoning Ordinance may be allowed if:
 - Cumulative expansions up to 15% of the total floor area do not need a Conditional Use Permit
 - Cumulative expansions that exceed 15% of the total floor area require a Conditional Use Permit
- When a nonconforming development is damaged or partially destroyed, it may be rebuilt in-kind within the footprint of the damaged or destroyed improvement and any existing nonconforming use of the development may continue, provided the cost of repair or reconstruction does not exceed 75% of the appraised value or replacement value of the building or structure, whichever is higher
 - Any reconstruction, restoration, or rebuilding must conform to all applicable Building and Fire Code requirements
 - An application for a building permit must be submitted within eighteen (18) months after the date of the damage or destruction
 - The replacement improvements shall not increase the degree of nonconformity beyond that of the previously existing improvements
- A nonconforming use that is discontinued for a period of more than eighteen (18) consecutive months, or twenty-four (24) consecutive months for retail uses, shall be deemed abandoned and shall no longer be allowed as a legal nonconforming use.
 - Parties have the right to appeal a discontinuation decision to the Planning Commission; the decision of the Planning Commission may be appealed to the City Council
- A nonconforming use can change to a different nonconforming use if the new use is within the same use category as the existing nonconforming use.

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ANALYSIS

The proposed Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:

- Policy LU-1.9: Nonconforming Uses. Review zoning code regulations regarding nonconforming uses for consistency with this General Plan, with the purpose of providing flexibility for legally established uses and structures, and recognizing property investments, consistent with overall land use compatibility and economic development goals.
- Policy LU-5.4: Freeway Commercial Nonconforming Uses. Review zoning code regulations regarding legally established uses and structures within the Freeway Commercial overlay zone for consistency with this General Plan, with the purpose of providing flexibility consistent with overall land use compatibility and economic development goals.

The proposed Zoning Code Amendment completely rewrites the nonconforming provisions of the Zoning Code to allow greater flexibility for legally established uses and structures to continue operating. The proposed Zoning Code Amendment satisfies the General Plan Goals and Policies by allowing legally established uses and structures to remain until a property is redeveloped.

ENVIRONMENTAL

The Zoning Code Amendment 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 zoning code will not have a significant effect on the environment.

Public Notification

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City’s Municipal Code.

The legal notice was posted at Santa Fe Springs City Hall, the City’s Town Center Kiosk, and the Santa Fe Springs Library on July 26, 2024, and published in a newspaper of general circulation (Los Cerritos Community Newspaper) on July 26, 2024, as required by the State Zoning and Development Laws. As of the date of this report, staff has not received any further inquiry regarding the proposed amendment.

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ATTACHMENT

A. Ordinance No. 1145

- a. Exhibit A: Amendments to Chapter 155 (Zoning) and Chapter 157 (Wireless Telecommunications Facilities) of Title 15 (Land Use) of the Code of Santa Fe Springs

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

ORDINANCE NO. 1145

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, AND 155.637, AND REPLACING SECTIONS 155.385 THROUGH 155.404 (NONCONFORMING USES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), AND AMENDING SECTION 157.03 WITHIN TITLE 15 (LAND USE), CHAPTER 157 (WIRELESS TELECOMMUNICATIONS FACILITIES), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND A DETERMINATION THAT THE ACTION IS EXEMPT UNDER CEQA.

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

SECTION 1. 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 CEQA Guidelines Section 15382 as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. The amendments to the municipal code will not have a significant effect on the environment.

SECTION 2. Findings:

1. On July 15, 2024, the Planning Commission of the City of Santa Fe Springs adopted Resolution 264-2024 recommending that the City Council adopt proposed Ordinance No. 1145 to amend Sections 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, and 155.637, and replace sections 155.385 through 155.404 (Nonconforming Uses) within Title 15 (Land Use), Chapter 155 (Zoning), and to amend Section 157.03 within Title 15 (Land Use), Chapter 157 (Wireless Telecommunications Facilities), of the Santa Fe Springs Municipal Code.
2. On August 6, 2024, the City Council of the City of Santa Fe Springs considered this Ordinance, the staff report, and all testimony, written and spoken, at a duly noticed public hearing.
3. The Exhibits attached to this Ordinance are each incorporated by reference and made a part of this Ordinance.
4. This Ordinance is consistent with the following Santa Fe Springs General Plan Goals and Policies:

- a. Policy LU-1.9: Nonconforming Uses. Review zoning code regulations regarding nonconforming uses for consistency with this General Plan, with the purpose of providing flexibility for legally established uses and structures, and recognizing property investments, consistent with overall land use compatibility and economic development goals.
 - b. Policy LU-5.4: Freeway Commercial Nonconforming Uses. Review zoning code regulations regarding legally established uses and structures within the Freeway Commercial overlay zone for consistency with this General Plan, with the purpose of providing flexibility consistent with overall land use compatibility and economic development goals.
5. This Ordinance meets the requirements as contained in Planning and Zoning Law (Government Code sections 65800-65912).
6. This Ordinance has been prepared and will be adopted in accordance with the requirements of Planning and Zoning Law (Government Code sections 65853-65860).

SECTION 3. Amendments:

Chapter 155 (Zoning) and Chapter 157 (Wireless Telecommunication Facilities) of Title 15 (Land Use) of the Code of Santa Fe Springs is hereby amended as provided in Exhibit "A" attached hereto and incorporated herein by reference.

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 155, 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 adoption of this Ordinance and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

PASSED and ADOPTED this 6th day of August 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando N. Muñoz, CMC, Deputy City Clerk

Exhibit A – Amendments to Chapter 155 (Zoning) and Chapter 157 (Wireless Telecommunications Facilities) of Title 15 (Land Use) of the Code of Santa Fe Springs

**Exhibit A – Zoning Code Amendment
Amendments to Chapter 155 (Zoning) and Chapter 157 (Wireless
Telecommunications Facilities) of Title 15 (Land Use) of the
Code of Santa Fe Springs**

Key:

Normal Text = Existing unmodified Code language

~~Strikethrough Text~~ = Language to be removed from existing Code

Underline Text = Language to be added to Code

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.062
ACCESSORY USES is hereby amended as follows:*

§ 155.062 ACCESSORY USES.

The following accessory uses are permitted in the R-1 Zone:

(L) ~~Notwithstanding the provisions of § 155.398 of this code, w~~ When two separate houses exist on a single lot zoned R-1 (Single-Family Residential), both houses may remain provided the following two requirements are met:

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.380
PROPERTY DEVELOPMENT STANDARDS is hereby amended as follows:*

§ 155.380 PROPERTY DEVELOPMENT STANDARDS.

These property development standards are to be applied in addition to those identified in the underlying zone district. In the event that the Freeway Overlay Zone is silent on a particular issue or topic, the direction provided in the underlying zone district shall prevail.

(L) *Non-conforming properties.* Properties that do not conform to the development standards set forth in the Freeway Overlay Zone or the underlying zone district are considered non-conforming properties (subject to ~~the amortization schedule as set forth in §155.398~~ §155.385 through §155.397), unless the Planning Commission approves reduced development standards as set forth in this chapter.

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.450
REQUIRED PARKING OR LOADING AREA REDUCED BY PUBLIC USE is hereby
amended as follows:*

§ 155.450 REQUIRED PARKING OR LOADING AREA REDUCED BY PUBLIC USE.

If a lot or parcel of land has not less than the required off-street parking or loading area and after creation of such lot or parcel of land, a part thereof is acquired for a public use exclusively, in any manner including dedication, condemnation or purchase, and if as a

result of such acquisition the remainder of such lot or parcel has less than the minimum off-street parking or loading area required by this chapter, the structure and/or use located on such remainder shall be considered to be nonconforming, subject to all of the provisions of the "Nonconforming ~~Uses-Situations~~" subchapter of this chapter, as set forth in § 155.385 et seq.

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.456
REQUIRED YARD REDUCED BY PUBLIC USE is hereby amended as follows:*

§ 155.456 REQUIRED YARD REDUCED BY PUBLIC USE.

If a lot or parcel of land has not less than the required front, side or rear yard, and after creation of such lot or parcel of land a part thereof is acquired for a public use exclusively, in any manner including dedication, condemnation or purchase, and if as a result of such acquisition the remainder of such lot or parcel has less than the minimum required front, side or rear yard, the structure and/or use located on such remainder shall be considered to be nonconforming, subject to all of the provisions of the "Nonconforming ~~Uses-Situations~~ " subchapter of this title, as set forth in § 155.385 et seq.

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.460
FENCES AND WALLS is hereby amended as follows:*

§ 155.460 FENCES AND WALLS.

(D) Any use of property which on the effective date of this chapter, or of any subsequent amendments thereto, is nonconforming only as to the regulations relating to fences or walls may be continued, enlarged or changed in the same manner as if such nonconforming fence or wall did not exist. A nonconforming fence or wall may not be added to, enlarged or extended unless such wall is made to conform to the height regulations and all other provisions of this chapter. ~~Nonconforming fences and walls shall be subject to the provisions regarding the termination of nonconforming uses set forth in this chapter.~~

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.461
METAL BUILDINGS is hereby amended as follows:*

§ 155.461 METAL BUILDINGS.

(B) Sheet-metal buildings which on the effective date of this chapter, or of any subsequent amendments thereto, are nonconforming only in regard to sheet-metal siding or Quonset-type construction may be altered, added to or enlarged; provided, that any alterations, additions or enlargements shall conform to all of the provisions and regulations of this chapter. ~~Structures with nonconforming sheet-metal siding or Quonset-type exteriors shall be subject to the termination of nonconforming use provisions of this chapter.~~

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.535
NONCONFORMING SIGNS is hereby amended as follows:*

§ 155.535 NONCONFORMING SIGNS.

A sign permit shall be required in order to maintain a nonconforming sign. Where property, which on the effective date of this chapter or of any subsequent amendment thereto, is nonconforming only as to the regulations relating to signs, the use of said property may be continued in the same manner as if the signs were conforming; provided, valid sign permits have been obtained. However, nonconforming signs may not be enlarged or reconstructed ~~and are subject to the termination provisions of nonconforming uses as set forth in this chapter.~~

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.637
MINI-WAREHOUSES is hereby amended as follows:*

§ 155.637 MINI-WAREHOUSES.

(D) Notwithstanding the foregoing, any mini warehouse facility which existed in compliance with the existing code as of October 28, 2017 ~~the effective date of Ord. 1089~~ shall be deemed legally nonconforming and subject to the requirements set forth in §§ 155.385 through 155.3978.

*Code of Ordinances of the City of Santa Fe Springs Chapter 157, Section 157.03
APPLICABILITY is hereby amended as follows:*

§ 157.03 APPLICABILITY.

(2) All facilities for which applications were approved by the city prior to September 28, 2017 shall not be required to obtain a new or amended permit until such time as a provision of this code so requires. Any wireless telecommunications facility that was lawfully constructed prior to September 28, 2017 that does not comply with the standards, regulations, and/or requirements of this division shall be deemed a nonconforming use and shall also be subject to the provisions of §§ 155.385 through 155.3978.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Sections 155.385 through 155.404 NONCONFORMING USES is hereby deleted in its entirety and replaced with:

§ 155.385 PURPOSE OF CHAPTER.

This chapter establishes uniform provisions for the regulation of nonconforming land uses, development (including structures and improvements), and lots that were lawfully established but do not comply with the current requirements of this chapter

("nonconforming situations"). The overall intent of this chapter is to protect public health, safety, and general welfare while allowing reasonable use of private property by:

- (A) Limiting the number and extent of specific nonconforming uses and development that conflict with the provisions of this chapter by prohibiting their reestablishment after abandonment;
- (B) Limiting the extent to which nonconforming uses and development that are involuntarily damaged or destroyed can be restored;
- (C) Allowing for the continuation and maintenance of nonconforming uses and development until they are redeveloped;
- (D) Establishing procedures and criteria for evaluating the allowable enlargement of specific nonconforming uses and development; and
- (E) Limiting the alteration, enlargement, or relocation of nonconforming uses and development in a manner that would further increase the difference between existing nonconforming conditions and the current provisions of this Zoning Ordinance.
- (F) Complying with the nonconforming use provision of the General Plan.

§ 155.386 NONCONFORMING SITUATIONS, APPLICABLE PROVISIONS.

- (A) So long as a nonconforming situation exists upon a site, such situation may continue without any time limitation on its continued presence, provided that such nonconforming situation complies with all applicable provisions of this chapter.
- (B) No new use or structure may be constructed, established, or installed on a site with a nonconforming situation except as allowed by this chapter.
- (C) In addition to the general requirements in §§ 155.387 through 155.390, properties with nonconforming situations are subject to the standards and procedures for each type of nonconforming situation that is applicable to that property.
 - (1) Nonconforming lots are subject to § 155.391.
 - (2) Nonconforming developments (except nonconforming signs) are subject to § 155.392 and § 155.395.
 - (3) Nonconforming uses are subject to §§ 155.393 through 155.396.
 - (4) Nonconforming signs are subject to § 155.397.

§ 155.387 EXCEPTIONS TO THIS CHAPTER.

- (A) Public Utilities. The Director of Planning or designee, by written findings, may determine that a particular public utility facility or installation, nonconforming to the requirements of this chapter, is necessary to serve the areas in which it is located. Said public utility facility may then be expanded or altered, provided:
 - (1) The facility does not extend beyond the boundaries of the existing site or of the site approved by the city for such use; and
 - (2) The addition, extension, or alteration complies with all other performance standards provisions of §§ 155.415 through 155.433.
- (B) Uses Requiring Conditional Use Permits. Notwithstanding the other provisions of this chapter, no use identified in this Zoning Ordinance as a "conditional use" that was lawfully in existence as of the effective date of these regulations shall be

deemed nonconforming solely by reason of the application of the Conditional Use Permit procedural requirements, in compliance with §§ 155.710 through 155.724; provided that:

- (1) Use allowed with Conditional Use Permit approval. A land use that was legally established without a Conditional Use Permit, but which would be required under the current Zoning Ordinance provisions to have Conditional Use Permit approval, shall only be altered or enlarged in conformance with this chapter.
- (2) Use no longer allowed with Conditional Use Permit approval. A land use that was established with Conditional Use Permit approval, but which is no longer allowed with Conditional Use Permit approval by current Zoning Ordinance regulations, may continue in compliance with the original Conditional Use Permit. Such use may be expanded or altered only in conformance with this chapter.

§ 155.388 NONCONFORMING SITUATIONS, DEFINED.

- (A) Uses or developments that were not lawfully established do not have a legal right to continue as nonconforming situations as defined by this chapter and must be removed immediately.
- (B) Nonconforming situations shall have the following meanings:
 - (1) A nonconforming lot means a lot that was lawfully established but does not meet the requirements of the zone in which it is located.
 - (2) A nonconforming development means a structure, building, or site improvement, such as an off-street parking facility, that was lawfully established in compliance with the applicable zoning regulations in effect at the time of construction but which no longer complies with the applicable development standards of the zone in which it is located, such as setbacks, buffers or yards, area, bulk, height, density, or parking. A structure, building, or site improvement shall be considered legally conforming, and not subject to this chapter, if the nonconformance was previously approved through a Variance, Modification, Conditional Use Permit or Development Plan Approval procedure, or is subsequently approved through a Conditional Use Permit procedure as per § 155.395.
 - (3) A nonconforming use means a use of land or a structure that was lawfully established in compliance with the applicable zoning regulations in effect at the time it was established but which no longer complies with the applicable regulations of the zone in which it is located. A use shall be considered legally conforming, and not subject to this chapter, if the nonconformance is subsequently approved through a Conditional Use Permit procedure as per § 155.395.
- (C) When submitting a development application to expand a nonconforming situation or otherwise establish that a lot, use, or development is a legal nonconforming situation, the property owner or applicant must document that a nonconforming situation was legally established on its present site. The city, at the request of the property owner or applicant, will provide the property owner or applicant with all records to the extent they are in the city's possession. Evidence that the situation

was legally established shall depend upon the type of nonconforming situation, as follows.

- (1) For nonconforming lots, the property owner or applicant must document when the lot was lawfully created in accordance with § 155.391.
- (2) For nonconforming development or nonconforming uses, the property owner or applicant must provide building, land use, or development permits. For development or uses that did not require a permit when lawfully established, the property owner or applicant must provide other evidence that clearly shows the date the development or use was established such as dated aerial photographs.
- (3) In addition, for nonconforming uses, the property owner or applicant must document that the use has not been discontinued for a period of more than eighteen (18) months, except that retail uses shall not have been discontinued for a period of more than twenty-four (24) consecutive months consistent with § 155.394.

§ 155.389 INTENTIONAL DEMOLITION OR DESTRUCTION.

Any nonconforming use or development dependent upon a building or structure that has been declared a “public nuisance” and ordered demolished pursuant to Santa Fe Springs Municipal Code § 95.07 will lose its nonconforming status upon that notice unless the nuisance is abated in accordance with that section. Nonconforming uses or nonconforming developments that have been intentionally destroyed by the owner shall lose their legal nonconforming status.

§ 155.390 PROVISIONS APPLICABLE TO ALL NONCONFORMING SITUATIONS.

The following provisions shall apply to all nonconforming uses, structures, and lots existing as of the effective date of this chapter:

- (A) The nonconforming status of a lot, development, or use shall not be affected by changes in ownership or tenancy; and
- (B) Except as specified herein, a nonconforming situation must maintain compliance with any and all conditions of approval previously established through prior land use reviews.

§ 155.391 NONCONFORMING LOTS.

- (A) Determination of nonconforming status. A nonconforming lot of record that does not comply with the current access, area, or dimensional requirements for the zoning district in which it is located shall be considered to be a legal building site if it meets one of the criteria specified by this section. The applicant shall be responsible for providing sufficient evidence to establish the applicability of one or more of the following to the satisfaction of the city.
 - (1) Approved subdivision. The lot was created through a subdivision approved by the city or the county, before incorporation.

- (2) Variance, modification permit, or lot line adjustment. The lot was approved through the variance procedure (§§ 155.670 through 155.682), the modification procedure (§§ 155.690 through 155.702), or its current configuration resulted from a lot line adjustment.
- (3) Partial government acquisition. The lot was created in conformity with the provisions of the Zoning Ordinance but was made nonconforming when a portion of the lot was acquired by a governmental entity.
- (4) Individual lot otherwise legally created. The lot was legally created before the effective date of the chapter that made the lot nonconforming.
- (B) Further subdivision prohibited. Where structures have been erected on a nonconforming lot, the lot may not be later subdivided, nor can lot lines be altered through a lot line adjustment.

§ 155.392 NONCONFORMING DEVELOPMENT.

- (A) Nonconforming Development, Generally. A nonconforming development may be maintained, repaired, improved, altered, remodeled and continued, and is not subject to the requirements in § 155.395, provided any such maintenance, repair, improvement, alteration or remodeling work does not increase its nonconformity with the applicable standards of the Zoning Ordinance. A nonconforming development that houses one or more nonconforming uses shall also be subject to the provisions of this chapter applicable to nonconforming uses.
- (B) Expansions of a Nonconforming Development.
 - (1) Except as specified in §§ 155.392(B)(2) through (B)(6), a nonconforming development or portion thereof may be expanded, and is not subject to the requirements of § 155.395, if the proposed expansion:
 - (a) Satisfies all of the applicable current requirements of the Zoning Ordinance; and
 - (b) Does not increase its nonconformity with the applicable standards of the Zoning Ordinance, except as allowed by § 155.395.
 - (2) Developments that are nonconforming only in regard to required distances between buildings may be expanded in accordance with the following:
 - (a) Provided that any expansions must not encroach into the required distances between buildings to a greater extent than the existing structure;
 - (b) The encroachment of said expansions must not exceed one-half of the width of the required distances between buildings; and
 - (c) Complies with all applicable requirements of the California Fire Code and Building Code.
 - (3) Structures that are nonconforming only in regard to height may be expanded, provided that any expansions must conform to the height regulations and to all other provisions of the Zoning Ordinance.
 - (4) For developments that are nonconforming as to the regulations relating to off-street parking and loading facilities, such uses may be continued in the same manner as if the parking and loading facilities were conforming, except as needed to comply with Americans with Disabilities Act (ADA) and any

- applicable state or local disability access statute. However, such parking and loading facilities as do exist may not be further reduced with respect to number provided, dimensions, and any other relevant requirement. No increase in the intensity of use of any building, structure, or premises through the addition of dwelling units, floor area, seating capacity, or other units of measurement specified in the Zoning Ordinance shall be permitted except in accordance with the following requirements:
- (a) Suitable substitutions are made that would meet the requirements of the Zoning Ordinance.
 - (b) For residential dwellings with one parking space in a garage or carport, the intensity of use may be increased up to 60% in floor area without requiring a second parking space in a garage or carport.
- (5) Sheet-metal buildings that are nonconforming only in regard to sheet-metal siding or Quonset-type construction may be altered, added to, or enlarged, provided that any alterations, additions, or enlargements must conform to all of the provisions and regulations of the Zoning Ordinance.
 - (6) A nonconforming development may be altered or enlarged so as to further decrease the difference between existing conditions and the current applicable development standards in this chapter.
- (C) Damage or Partial Destruction of a Nonconforming Development. When a nonconforming development is damaged or partially destroyed by fire or other causes not caused by the intentional misconduct of a property owner or person acting on the owner's behalf, it may be rebuilt in-kind within the footprint of the damaged or destroyed improvement and any existing nonconforming use of the development may continue, provided:
- (1) The cost of repair or reconstruction does not exceed 75% of the appraised value or replacement value of the building or structure, whichever is higher. The determination of the appraised value shall be made by a professional appraiser approved by the city, whose fee shall be paid by the building owner. If the cost of repair or reconstruction exceeds 75% of the appraised value or replacement value, whichever is higher, the development may not be rebuilt, except in full conformance with the current provisions of the Zoning Ordinance.
 - (2) Replacement Value Calculation. The extent of damage or partial destruction shall be determined by comparing the estimated cost of restoring the structure to its condition before the damage or partial destruction based on current Building and Fire Code requirements to the estimated cost of duplicating the entire structure, also based on current Building and Fire Code standards, as it existed before the damage or destruction occurred. Estimates for this purpose shall be reviewed and approved by the Building Official.
 - (3) Any reconstruction, restoration, or rebuilding undertaken pursuant to this section shall conform to all applicable Building and Fire Code requirements, provided that an application for a building permit is submitted within eighteen (18) months after the date of the damage or destruction, and the construction is diligently pursued to completion. This time period shall be extended if the property owner can provide evidence, to the satisfaction of the Building

Official, that delays due to insurance or other circumstances beyond the control of the property owner, as verified by the Building Official, prevent meeting the 18-month time frame.

- (4) The replacement improvements shall not increase the degree of nonconformity beyond that of the previously existing improvements, as determined by the Building Official.
- (D) Roadway Access. The owner of a nonconforming driveway approach or access to a public street or highway, upon receiving land use or development plan approval, may be required as a condition of approval to bring the nonconforming access into conformance with city standards.

§ 155.393 NONCONFORMING USES

- (A) Except as specified in § 155.393(B), a nonconforming use may be maintained, repaired, improved, altered, internally remodeled and continued, provided there is no material expansion of the floor area occupied by or devoted to the nonconforming use, except as allowed by this chapter.
- (B) Whenever any of the following facts are found to exist with reference to a nonconforming use, the nonconforming protection/benefits provided by this chapter shall cease except as otherwise allowed by this chapter:
 - (1) The license or permit that is required to operate the nonconforming use has been revoked or terminated; or
 - (2) There has been a violation of the provisions of this chapter regarding change of use, alteration, or expansion of the nonconforming use.
- (C) A nonconforming use may be changed to a conforming use, provided that any part of a structure or land occupied by a nonconforming use that is changed to or replaced by a conforming use shall not again be used or occupied by a nonconforming use.
- (D) The area, space, or volume occupied by or devoted to a nonconforming use may be increased pursuant to § 155.395.

§ 155.394 DISCONTINUATION OF NONCONFORMING USE.

- (A) Discontinuation. Except as provided in §§ 155.394(C) through (E) a nonconforming use that is discontinued for a period of more than eighteen (18) consecutive months, or twenty-four (24) consecutive months for retail uses, shall be deemed abandoned and shall no longer be allowed as a legal nonconforming use. For purposes of calculating the discontinuation time period, a use is discontinued on a site when any one of the following conditions occur:
 - (1) The use no longer physically occupies the site;
 - (2) The use ceases operation. For example, the site is no longer actively in use for the sale of merchandise, the manufacture or warehousing of products, or the provision of services, as evidenced by the removal of signs, goods, stock, or office equipment, or the disconnection of telephone or utility service or similar indications;

- (3) A request for final reading of water and power meters is made to the applicable utility or the utility bill account indicates inactivity for the site;
 - (4) The use ceases operation as a result of damage or destruction by fire or other causes and an application for a building permit for the reconstruction or repair has not been submitted within 18 months after the date of destruction, subject to the extensions under § 155.392(C)(3); and/or
 - (5) An event occurs similar to those listed in § 155.394(A)(1) – (4), above, as determined by the Director of Planning or designee.
- (B) Application of Criteria and Standards to Nonconforming Use. Once the Director of Planning or designee deems a nonconforming use abandoned pursuant to § 155.394(A) and issues such determination in writing, any subsequent use of the subject lot must conform to the current standards and criteria of the Zoning Ordinance applicable to the use. After the city has deemed a nonconforming use abandoned, the use shall not be allowed to resume, in whole or in part, under the same or different ownership or management; any such activity is a violation of this chapter and subject to enforcement proceedings.
- (C) Adult Businesses. Nonconforming adult businesses are subject to the provisions in § 155.603.
- (D) Oil and gas wells. Idle wells as defined by the California Geologic Energy Management Division (CalGEM) are subject to the provisions of the State of California's idle well regulations.
- (E) Appeal. Any party that has been administratively ordered by the city to terminate a nonconforming use or has received written notification under Subsection (B) above that a nonconforming use has been deemed abandoned shall have the right to appeal the decision to the Planning Commission. Appeals shall be filed with the Planning Commission Secretary, including a statement and evidence provided by the appellant supporting the appeal. The appeal shall be considered in accordance with the following:
- (1) The Planning Commission Secretary shall set the matter for hearing before the Planning Commission within 60 days of receiving the appeal. Notice of said hearing shall be given in accordance with applicable provisions of § 155.860 et seq.
 - (2) Based on evidence provided by the appellant, the Planning Commission may uphold the abandonment and termination order, determine that the nonconforming use has not been abandoned, or may extend the date upon which said nonconforming use is deemed abandoned. Such decision shall be issued in writing.
 - (3) The decision of the Planning Commission may be appealed to the City Council in accordance with § 155.866.
 - (4) The nonconforming use may continue while it is being appealed until a final decision is made by the Planning Commission or City Council, as applicable.
 - (5) Notwithstanding the foregoing, the Planning Commission or City Council, as applicable, may grant, at their discretion, an extension of the discontinuation time period described in Section 155.394(A) of up to eighteen (18) months. Factors that the Planning Commission or City Council upon appeal may consider in determining to grant the extension include building permits,

functioning utility hookups, tax records, business licenses, lease agreements, business receipts, and/or similar documentation, as well as economic and market factors.

§ 155.395 NONCONFORMING SITUATIONS REVIEW - PROCEDURES FOR EXPANDING OR CHANGING A NONCONFORMING SITUATION ON A SITE.

Except for adult businesses, which are subject to § 155.396, and signs, which are subject to § 155.397, material expansions or changes of a nonconforming situation (as defined in Section 155.395(D)) will be processed as a conditional use as established in §§ 155.710 through 155.724 and subject to the applicable review criteria in this section. The Planning Commission shall also consider the following in connection with a request for such a Conditional Use Permit:

- (A) The nonconforming situation was not created unlawfully.
- (B) If the request involves the change of a nonconforming use to a different nonconforming use, the proposed nonconforming use is within the same use category as the existing legal nonconforming use, whether by right or subject to a Conditional Use Permit.
- (C) With mitigation measures or through conditions of approval, the nonconforming use or material expansion will comply with the performance standards in §§ 155.415 through 155.433 and will not result in a net increase in overall adverse impacts (over the impacts of the existing use) on the surrounding area, taking into account factors such as:
 - (1) Noise, vibration, dust, odor, fumes, glare, and smoke;
 - (2) Potential for increased litter;
 - (3) The amount, location, and nature of any outside displays, storage, or activities;
 - (4) The appearance of the new or expanded use will not detract from the existing or anticipated function and character of the zoning district;
 - (5) The operating characteristics of the new or expanded use are compatible with the existing and anticipated uses in the immediate vicinity. The hours of operation of nonresidential uses in residential zoning districts cannot be extended into the period of 10 p.m. to 7 a.m.;
 - (6) If the proposed change to the nonconforming situation will result in an increase in vehicular trips, the street system shall have adequate capacity to accommodate the use, as determined by the Director of Public Works and/or Traffic Engineer following completion of a traffic study by the applicant;
 - (7) If the proposed change to the nonconforming situation will result in an increase in vehicle parking demand, the site shall have adequate on-site parking to accommodate the development, or adequate parking will be provided in accordance with § 155.480;
 - (8) Parking areas and entrance-exit points are designed to facilitate traffic and pedestrian safety and avoid congestion; and
 - (9) Public services for water, sanitary sewer, stormwater, water management, and fire and police protection can serve the proposed use, as determined by the responsible city authorities.

- (D) Expansions in floor area of nonconforming situations that increase its nonconformity with the applicable standards of the Zoning Ordinance shall be permitted consistent with the following requirements:
- (1) The cumulative total of all floor area expansions shall be measured against the floor area as it existed on the date the nonconformity began.
 - (2) Expansions of up to 15% shall be considered minor and shall not require approval of a Conditional Use Permit.
 - (3) Expansions that exceed 15% shall be considered material and require a Conditional Use Permit.
 - (4) Floor area may be expanded multiple times, however, floor area expansions that exceed the cumulative total of 15% shall be at the discretion of the Planning Commission as part of the Conditional use Permit process in compliance with this § 155.395.
 - (5) Expansions in floor area for nonconforming situations must comply with current development standards for the zoning district in which the use or structure is located.
 - (6) Expansion of a nonconforming use onto another site shall only be permitted if the abutting parcel is under the same ownership as the parcel supporting the nonconforming use and in compliance with this § 155.395.
 - (7) Addition of new residential units to nonconforming residential use is prohibited unless otherwise permitted under state law.
- (E) Nonconforming Use Expansions in Residential Areas. If the nonconforming use is in a residential zoning district or in a mixed-use zoning district with residential uses adjacent to the site, the proposed expansion shall be designed and constructed to minimize the impact on the established residential character of the area, as determined by the Director of Planning. This determination shall be based on, but not limited to, the following factors:
- (1) Building scale and placement;
 - (2) Exterior building treatments;
 - (3) Parking area placement;
 - (3) Buffering and the potential loss of privacy to abutting residential uses;
 - (4) Location of loading and refuse storage/collection areas;
 - (5) Outdoor storage (where permitted); and
 - (6) Lighting and signs.

§ 155.396 NONCONFORMING ADULT BUSINESSES.

Nonconforming adult businesses may not be enlarged or reconstructed and are subject to the amortization and termination provisions in § 155.603.

§ 155.397 NONCONFORMING SIGNS.

- (A) Nonconforming signs may not be enlarged or reconstructed and are subject to the termination provisions of State law.
- (B) In accordance with § 155.535, a sign permit may be required to maintain a nonconforming sign.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: SANTA FE SPRINGS CITY LIBRARY'S PARTICIPATION IN THE CORPORATION FOR EDUCATION NETWORK INITIATIVES IN CALIFORNIA CONSORTIUM FOR FY 2025-26 THROUGH FY 2029-30

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve and authorize the Director of Community Services to execute the *Letter of Agency*, confirming the Santa Fe Springs City Library's (Library) participation in the Corporation for Education Network Initiatives (CENIC) Consortium for FY 2025-2026 through FY 2029-2030; and
- 2) Authorize the Director of Community Services to administer the CENIC program.

FISCAL IMPACT

The agreement with CENIC provides the Library with an average 80% discount on high-speed broadband utility costs. As a result, the high-speed broadband cost for FY 2024-25 is estimated to be \$5,800 (vs. \$31,700), funded through account code 10101215-534000 (General Fund – City Manager's Office-Technology Services-Telephone). Although future fiscal year expenses and discounts are yet to be determined, this partnership consistently yields significant General Fund savings for the Library each year.

BACKGROUND

Established in 1997, CENIC is a nonprofit organization that operates the California Research and Education Network (CalREN), a high-capacity computer network with more than 8,000 miles of optical fiber. The network serves over 20 million users across

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024
SANTA FE SPRINGS CITY LIBRARY'S PARTICIPATION IN THE CORPORATION
FOR EDUCATION NETWORK INITIATIVES IN CALIFORNIA CONSORTIUM FOR
FISCAL YEAR 2025-26 THROUGH 2029-30
Page 2 of 3

California, including the vast majority of K-20 students and other vital public-serving institutions, including libraries.

The CENIC assists local qualifying agencies in applying to and receiving discounts on advanced communication services from the California Teleconnect Fund (CTF) program. The CTF program was established in 1996, and is governed by the California Public Utilities Code Sections 280 and 884.

At the February 25, 2016 City Council meeting, Council approved a 5 year agreement for the Library to connect to CalREN, allowing for the Library to have access to high-capacity fiber-optic network services at a discounted price. Renewed by City Council on February 11, 2021, the current agreement will expire in June 2025.

ANALYSIS

The *Letter of Agency* confirms the Library's continued participation in the CENIC consortium from FY 2025-26 through FY 2029-30, and authorizes the Imperial County Office of Education (ICOE) and CENIC, to act upon the Library's behalf to complete, sign, and submit application(s) and supporting documentation for the California Teleconnect Fund (CTF) program.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon execution of the CENIC agreement, staff will work to CENIC to ensure that the application and supporting documentation for discounted communication services is filed with the CTF.

ATTACHMENT(S):

A. Attachment A – Letter of Agency

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

Letter of Agency

From: Santa Fe Springs City Library / Los Angeles

Name of Library Jurisdiction (Organization)/Library Organization County

This Letter of Agency (LOA) is to confirm our Organization's participation in the Corporation for Education Network Initiatives in California (CENIC) Consortium as an eligible member entity for the purpose of receiving E-Rate and California Teleconnect Fund (CTF) discounts.

E-Rate

This Letter of Agency is enacted for the following E-Rate Funding Years: 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30.

I authorize CENIC (E-rate Entity No. 225495) to act on our Organization's behalf in matters related to the federal E-Rate discount program for the purposes of securing those discounts on eligible telecommunications/data transmission services for eligible library locations. I understand that in submitting E-Rate forms, which include us in the consortium, CENIC is making certifications for our library or library system. By signing this LOA, I make the following certifications on behalf of our Organization:

1. I certify that our library or library system is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996) that do not operate as for-profit businesses and whose budgets are separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).
2. I certify that our Organization has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services acquired by CENIC on our behalf. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
3. I certify that the services the Organization purchases or receives at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 (et seq.).
4. I certify that our Organization has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

5. I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

6. I certify that our Organization will retain the required documents for at least ten years after the last day of service delivered. I certify that our Organization will retain all documents necessary to demonstrate our participation in the consortium and compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries Program.

7. I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, and that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions, and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and civil violations of the False Claims Act.

8. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

9. I certify that, to the best of my knowledge, the service provider will not pay the non-discount portion of the costs for eligible services. I acknowledge that the provision by the provider of a supported service of free services or products unrelated to the supported service or product constitutes a rebate of some or all the cost of the supported services.

10. I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to CENIC for E-Rate submission is true and correct.

11. I understand that because CENIC must prepare its statewide application in advance, CENIC relies on data that is reported by participating schools and libraries in the E-Rate Productivity Center of the Universal Service Administrative Company. I therefore agree in advance that whatever NSLP data CENIC uses and can verify to the satisfaction of Universal Service Administrative Company/ Schools and Libraries Division (USAC/SLD) shall be the correct NSLP data for CENIC's consortium application for our entity.

12. I authorize CENIC, as the consortium lead, to have rights under the Universal Service Administrative Company's E-rate Productivity Center, or any future iterations of E-rate application processing, to act on behalf of my entity in activities related to the consortium, including but not limited, to filing, submitting and certifying forms.

13. I understand that persons willfully making false statements on the E-Rate forms or through this Letter of Agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C.

California Teleconnect Fund (CTF)

We, the undersigned, authorize the Imperial County Office of Education (ICOE) and the Corporation for Education Network Initiatives in California (CENIC), to act on our behalf to complete, sign, and submit application(s) and supporting documentation for the California Teleconnect Fund (CTF) to the California Public Utilities Commission for the purpose of receiving CTF discounts on eligible communications services. We also authorize ICOE and CENIC to access the electronic Claim and Application Portal (eCAP), or any future iterations of CTF application processing, on our behalf to manage and facilitate applications and active status for our Organization's eligible locations.

Certification for E-Rate and CTF

We certify that the information provided herein is true and correct to the best of our knowledge and belief. Any acts carried out by ICOE and/or CENIC on our behalf pursuant to this authorization shall remain in effect until revoked by the undersigned in writing.

Santa Fe Springs City Library

1. Printed Name of Library/Library System or Jurisdiction – should match how it appears in USAC's system (Required)

0023995574

2. Library/Library System FCC Registration Number (Required)

143517

3. USAC/E-rate Entity # (Required)

4. Signature of authorized person (Required) Date Signed

5. Printed name of authorized person (Required)

6. Title or position of authorized person (Required)

7. Printed e-mail for authorized person (Optional)

8. Phone for Library/Library System (Required)

9. Printed name of contact person, if different from No. 5 above (Required)

10. Title or position of contact person (Required)

11. Phone for contact person (Required)

12. Printed e-mail for contact person (Optional)



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: ART IN PUBLIC PLACES FY 2024-25 ART EDUCATION GRANT PROGRAM AWARDS

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the FY 2024-25 award distribution of \$69,992.50, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients.
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Public Art & Art Education Program Activity (No. 10511001) is entirely funded by developers' fees through the Art in Public Places Special Fund (No. 2510). FY 2024-25 Grant awards will be disbursed from account code 10511001-593000 (General Fund-Community Services-Public Art & Art Education Program-Contribution/Art Education Grants).

BACKGROUND

The Heritage Artwork in Public Places Program has been funding Art Education Grants (Grant Program), for K-12 students, for over 30 years. The Grant Program provides monetary awards to schools that serve Santa Fe Springs' residents with projects that will enhance a child's knowledge and awareness of art through age and skills appropriate learning opportunities culminating in art exhibitions, productions, demonstrations, or art-related field trips.

**APPROPRIATION OF FUNDS FROM CITY’S ART IN PUBLIC PLACES FUND FOR
CITY’S ART EDUCATION GRANT PROGRAM FOR FISCAL YEAR 2024-2025**

Page 2 of 2

In FY 2023-24 a total of \$58,364.97 was awarded due to the highest amount of applications ever being received (29 applications), and to the amounts requested reflective of inflation for cost of living and art supplies.

All award recipients are required to submit a final report in May of the school year, detailing how the funds were utilized including submittal of financial documentation. Any monies not used are returned to the City and due upon the City’s acceptance of the final report. To date, all previously awarded and unused funds have been returned to the City.

ANALYSIS

The 2024-25 school year grant applications were made available to school staff in early April 2024 and due to City staff on June 14, 2024. Similar to last year, 29 applications were received, including one from Pioneer High School and St. Pius X, which have not previously applied. At their regular meeting on July 30, 2024, HAAC members reviewed the applications and recommended that City Council award funds to all 29 applicants in a total amount of \$69,992.50 as shown in attachment A.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Upon City Council approval, City staff, in collaboration with the Finance Department, will disburse the grant awards to the Art Education Grant recipients.

ATTACHMENT(S):

A. Art Education Grant Applications List 2024-2025

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

HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT REQUESTS FY 2024-25

NO.	DATE RECEIVED	SCHOOL NAME	APPLICANT NAME	TITLE OF GRANT	GRADES / NO. OF YOUTH	GRANT AMOUNT REQUESTED	HAAC RECOMMENDED	COMMENTS
1	6/13/2024	Cresson Elementary School	Erin Dunroe	Draw Along Art Assemblies & Family Nights	TK-5th Grades / 240 youth	\$ 3,076.91	\$ 2,176.91	Family participation denied - Students only
TOTAL:						\$ 3,076.91	\$ 2,176.91	
2	6/12/2024	Jersey Avenue Elementary School	Jessica Leon	Folkloric Dance & Cultural Arts Program	PK-5th Grades / 60 youth	\$ 5,000.00	\$ 2,500.00	Costume acc., shoes, costume cleaning denied
3	6/14/2024	Jersey Avenue Elementary School	Rachel Genberg	Art Education Grant	K - 5th Grades / 50 youth	\$ 4,546.00	\$ 4,546.00	Approved
TOTAL:						\$ 9,546.00	\$ 7,046.00	
4	6/6/2024	Lake Center Middle School	Sabrina Ireland	Hispanic Art Appreciation	6th Grade / 198 youth	\$ 4,950.00	\$ 4,950.00	Approved
5	6/6/2024	Lake Center Middle School	Susie Luu	Painting with Jaguars	6th Grade / 66 youth	\$ 2,364.00	\$ 2,364.00	Approved
6	6/14/2024	Lake Center Middle School	Joseph Kwak	Field Trip	6th - 8th Grades / 55 youth	\$ 4,800.54	\$ 1,472.04	Theme park tickets and meals denied
7	6/14/2024	Lake Center Middle School	Jennifer Conforti	Mosaic Center	8th Grade / 132 youth	\$ 2,585.65	\$ 2,585.65	Approved
TOTAL:						\$ 14,700.19	\$ 11,371.69	
8	6/11/2024	Lakeland Elementary School	Georgette Baltierrez-Manohorathat	Los Angeles Opera	4th & 5th Grades / 70 youth	\$ 2,552.00	\$ 2,552.00	Approved
TOTAL:						\$ 2,552.00	\$ 2,552.00	
9	6/12/2024	Lakeview Elementary School	Linda Paré - Pink	Art In Action	2nd Grade / 81 youth	\$ 3,658.40	\$ 3,658.40	Approved
10	6/14/2024	Lakeview Elementary School	Ruby Dominguez	Lakeview's Take Two Drama Club	K - 5th Grades / 55 youth	\$ 5,000.00	\$ 3,576.00	Stage props, Muslim drop & cyc (curtain) denied
11	6/14/2024	Lakeview Elementary School	Kelly Love	Meet the Masters	K - 5th Grades / 460 youth	\$ 3,203.52	\$ 3,203.52	Supply list amount does not match grant request; no detailed itemization
TOTAL:						\$ 11,861.92	\$ 10,437.92	
12	6/12/2024	Los Nietos Middle School & Rancho Santa Gertrudes Elementary School	Farrin Ochoa	Art Enrichment for TK - 8th Grade	TK-8th Grades / 691 youth	\$ 4,600.00	\$ 4,540.41	Approved amount of itemized budget
TOTAL:						\$ 4,600.00	\$ 4,540.41	
13	6/7/2024	Pioneer High School	Jennifer Sanchez	Tranquility Lounge Tile Mural	9th-12th Grades / 120 youth	\$ 2,971.01	\$ 2,911.01	Approved
TOTAL:						\$ 2,971.01	\$ 2,911.01	
14	6/3/2024	Santa Fe High School	Terry Dawson	Band Sheet Music & Jazz Guest Artist	9th -12th Grades / 80 Youth	\$ 2,200.00	\$ 2,200.00	Approved
15	6/12/2024	Santa Fe High School	Jenny Sedo	Comics	9th -12th Grades / 200 Youth	\$ 4,903.33	\$ 4,903.33	Approved
16	6/12/2024	Santa Fe High School	Jessica Guiragossian	Comics! Creativity & Connections	9th -12th Grades / 150 Youth	\$ 4,478.47	\$ 4,478.47	Approved
17	6/13/2024	Santa Fe High School	Giao Nguyen	Comics	9th -12th Grades / 160 Youth	\$ 4,641.41	\$ 4,641.41	Approved
TOTAL:						\$ 16,223.21	\$ 16,223.21	
18	5/13/2024	Santa Fe Springs Christian School	Cindy Jarvis	Art Masters Legacy Series	K-8 / 150 youth	\$ 4,341.00	\$ 4,141.00	NO itemized list
19	5/13/2024	Santa Fe Springs Christian School	Andrea Neely	Kindergarten Art Projects	Kinder / 20 youth	\$ 184.48	\$ 184.48	Approved
20	5/13/2024	Santa Fe Springs Christian School	Danielle Michaels	1st Grade Art Grant	1st Grade / 20 youth	\$ 130.36	\$ 130.36	Approved
21	5/13/2024	Santa Fe Springs Christian School	Mrs. Shinar Lumahan	2nd Grade Dinosaurs & Masks	2nd Grade / 20 youth	\$ 279.15	\$ 279.15	Approved
22	5/13/2024	Santa Fe Springs Christian School	Lori Chronister	3rd Grade Art Projects (Social Studies, Christmas, Mother's & Father's Day)	3rd Grade / 24 youth	\$ 212.73	\$ 212.73	Approved
23	5/13/2024	Santa Fe Springs Christian School	Marie Gomez	4th Grade Art Projects	4th Grade / 24 youth	\$ 264.80	\$ 264.80	Approved
24	5/13/2024	Santa Fe Springs Christian School	Nathan Flores	5th Grade Revolutionary War Project	5th Grade / 20 youth	\$ 261.40	\$ 261.40	Approved
25	5/13/2024	Santa Fe Springs Christian School	Jennifer Senglaub	6th & 7th Grade Walk Through the Ancient World Project	6th & 7th Grades / 48 youth	\$ 520.00	\$ 520.00	Approved
26	5/13/2024	Santa Fe Springs Christian School	Jennifer Senglaub	6-8 Grades Jr. High Theater Arts Production	6-8 Grades / 25-35 youth	\$ 460.51	\$ 447.52	LED Lights denied
27	5/13/2024	Santa Fe Springs Christian School	Adriana Quezada	6-8 Grades Pieces of our World Project	6-8 Grades / 60 youth	\$ 283.32	\$ 283.32	Approved
TOTAL:						\$ 6,937.75	\$ 6,724.76	
28	6/14/2024	St. Paul High School	Ashley Lynch	Rhythm in Motion: Elevating HS Dance Educ.	9th - 12th Grades / 32 youth	\$ 1,422.61	\$ 1,422.61	Approved
TOTAL:						\$ 1,422.61	\$ 1,422.61	
29	6/12/2024	St. Pius X Parish School	Yessica Chacon	Meet the Masters Art Education	K-8th Grades / 130 youth	\$ 4,585.98	\$ 4,585.98	Approved
TOTAL:						\$ 4,585.98	\$ 4,585.98	
TOTAL NO. OF APPLICATIONS RECEIVED:							29	
TOTAL GRANT FUNDS REQUESTED:						\$78,477.58	\$69,992.50	



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: AGREEMENT WITH ATQOR FOR IT CONSULTANT, SUPPORT SERVICES AND SOFTWARE DEVELOPMENT

DATE: August 6, 2024

RECOMMENDATION

It is recommended that the City Council take the following actions:

- 1) Incorporate this project as a Capital Improvement Program (CIP) within the current Fiscal Year (FY) 2024-25 CIP Program; and
- 2) Authorize the City Manager to execute an amendment to the agreement with AtQor for general Information Technology (IT) support and consultant services for FY 2024-25 through 2025-26; and
- 3) Award AtQor authorization to create a Water Utility Billing solution based upon the specifications of the City's Request for Proposals (FRP) for Utility Billing Software and implementation Services; and
- 4) Authorize the City Manager to execute three (3), optional one (1) year amendments for FY 2026-27 through FY 2028-29 at the City Manager's discretion.

FISCAL IMPACTS

If approved, staff will establish an agreement with AtQor for general IT support and consultant services. The initial term of the agreement is two (2) years, and it includes three (3), one (1) year extension options. The total cost shall not exceed \$1,750,000 over the five (5) years and will be covered by the Water Utility Fund and Prefunded Capital Project fund; IT Software upgrade (FA250001). The total cost also includes cloud usage and license costs. The agreement includes a detailed description of the hourly rates services.

The total cost includes the following projects:

- 1) Fixed Assets Integration
- 2) Migration to Microsoft 365
- 3) Activenet Integration
- 4) Budget Software Implementation
- 5) Expanding Wifi Implementation
- 6) Develop and implement Business License software
- 7) Develop and implement Water Utility software
- 8) Implement HR/PR software
- 9) General IT support

Each of the solutions that AtQor provides, when applicable, will include the following:

- 1) Email solutions
- 2) Microsoft 365 Apps for Business,
- 3) Defender for O365 P1,
- 4) Microsoft Teams,
- 5) Power Apps for O365
- 6) Power Automate for O365,
- 7) Entra ID P1
- 8) Other security and compliance reporting capability

Ongoing maintenance expenditure will be budgeted annually in account code 10101215 - 542050 (General Fund – General Government – IT – Contractual Services). Subsequent fiscal years will include sufficient funds in the same account code.

BACKGROUND

Compared to IT solutions currently available, the City's data center and network infrastructure require a much-needed update. A plan is being developed to ensure the City transitions to newer solutions to improve the efficiency and effectiveness of service delivery to the community. While this plan is being developed, IT consultant services are necessary to provide ongoing support services, and documentation is required to identify the specific needs of the City while ensuring the existing systems maintain operability.

ENVIRONMENTAL

N/A

DISCUSSION

It is recommended that City Council approve the attached agreement with AtQor to provide general IT support and consultant services. Upon approval of the agreement, AtQor will assist the City's IT team with providing user support to all City employees. Services will be conducted on-site and remotely, primarily during city business operating hours.

As a consultant to the City, AtQor will provide staff advisory services to assess technology strategies to align with the general goals and objectives and business processes. Furthermore, they will document the process to help ensure milestones are accomplished in upgrading solutions and the project's continuity.

In addition to providing general, IT support, some specific projects that AtQor will assist the City with include:

- **Fixed Assets Integration** – Assist IT/Finance staff with integrate data regarding City-owned equipment, land, and buildings into Tyler Munis (ERP System)
- **Migration to Microsoft 365** - Upgrade all workstations to Microsoft 365 and integrate with existing solutions as needed. The Microsoft 365 license is estimated to cost \$500,000 for five years.
- **ActiveNet Integration** – Integrate ActiveNet Registration with existing solutions to improve the reservation process for Parks & Recreation facilities.
- **Budget Software Implementation** – Facilitate the implementation of the use City's budget software, ClearGov and ensure data integration with Tyler Munis and HR/PR software.
- **Expanding WiFi Access** – Install and activate hotspots at various City facilities to ensure staff and visitors have access to high-speed data services.
- **Business License Software** – Reviewing the existing business license software and develop of a new solution.
- **Water Utility Billing Software**—Reviewing the existing water utility billing system, developing new software, and transferring customer information from the legacy system. Estimated \$352,000 toward cloud storage to run the system over five years.
- **Human Resources/Payroll Software** - Assist staff with implementing a new payroll software and transferring data from the legacy system.
- General IT Support.
- Other projects as the City identifies.

AtQor is a technology consultant based locally in Santa Fe Springs. They are certified in multiple Microsoft and non-Microsoft competencies. In addition, they are a recognized member of the Microsoft Cloud Partner Program (formerly the Silver and Gold Partnership). For this reason, the services provided by AtQor are considered professional in nature and exempt from the City bidding process pursuant to Santa Fe Springs Municipal Code Section 34.18(A)(1), which states:

Purchases of supplies, equipment, and services shall be made under the procedures outlined in this subchapter, except for the following:

Professional and special services, including, but not limited to, financial, economic, accounting, engineering, legal, administrative, technology, education and instruction, medical, and entertainment.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024
Agreement with AtQor for IT Consultant, Support Services and Software Development
Page 4 of 5

In February 2024, the City issued an RFP for to obtain proposals for a new water utility billing software and implementation services. Administration of water utility billing is currently conducted using a module within Reflections. Reflections is the City's legacy Enterprise Resource Planning (ERP) System. This solution was developed by in-house IT staff during the 1980s and represents one of the City's early transitions into digitizing processes.

Reflections was developed using a programming language called Common Business-Oriented Language (COBOL). COBOL is a compiled English-like computer programming language designed primarily for business use and commonly used by government agencies. While COBOL is still widely used in applications deployed on mainframe computers, such as large-scale batch and transaction processing jobs, starting in the early 2000s many financial institutions started to transition towards newer systems that use more modern programming languages and compatibility with Windows. Today, is typically used to maintain existing applications. Programs are being moved to new platforms, rewritten in modern languages, or replaced with other software. As more tenured IT professionals transition out of the workforce, finding newer professional experienced with COBOL is becoming increasing more difficult. Therefore, it is critical the City procure an updated solution as soon as possible.

The essential function of a utility billing software is to simplify billing and customer management to allow organizations to focus on improving the customer experience. Staff believes that this goal can be achieved by acquiring a new, modern billing software.

When the RFP process closed in April 2024, a total of nine (9) vendors submitted proposals. Below is a list of the proposers and their (listed alphabetically):

Vendor	Location
360S2G	San Francisco, CA
AtQor	Santa Fe Springs, CA
Cogsdale	Littleton, CO
CUSI	Jonesboro, AR
Diversified Tech Corp	Bloomsburg, PA
Milsoft Utility Solutions	Abilene, TX
Springbrook	Sherwood, OR
TruePointSolutions	Loomis
Tyler Technologies	Plano, TX

RFP documentation identified specific evaluation criteria that the initial proposal submissions would undergo. The following is a summary of the evaluation criteria:

Application Functionality
Application Integration
Implementation and Project Plan
Training and Documentation

Technical Fit
Vendor Reputation/References
One Time Costs
Ongoing Costs

After conducting the initial review of the documentation and interview the top candidates, it was determined that AtQor offered the best solution to meet the City's needs. Unlike the other vendors that responded to this solicitation, AtQor proposed a custom built software solution. Staff believes that the customization element of this solutions offers limitless possibilities for integration with existing solutions and adaption to future needs.

In addition to approving this agreement, it is requested that City Council authorize the City Manager to approve any extension options after the initial term ends on June 30, 2027. Staff believes that this will help ensure more efficient management of the agreement. The City Council will maintain the authority to designate funding for this agreement through the annual budget process.

SUMMARY

Staff recommends approving the attached agreement with AtQor in the not to exceed amount of \$1,750,000 over five (5) years period. Upon approval of this agreement, AtQor will provide ongoing support services to ensure existing systems maintain operability and identify needs for transitioning to new solutions.

ATTACHMENTS

A. Agreement with AtQor

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

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

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2024, ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Axile Tech, LLC dba atQor, a California limited liability company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2026. The term of the Agreement may be extended up to three additional one-year periods upon mutual written agreement of the parties.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. City agrees to pay Consultant 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 Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

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

9. INDEMNIFICATION AND DEFENSE

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

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms

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

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

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

To Consultant: AtQor
13301 Alondra Boulevard, Suite B
Santa Fe Springs, CA 90670
Attention: Greg Kachhadiya

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

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

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver

of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

29. ELECTRONIC SIGNATURES

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

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

René Bobadilla, P.E., City Manager

Name: Grey Kachhadiya

Title: COO

Date: _____

Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy City Clerk

Name: JD Savalyia
Title: CFO
Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL



Rate Descriptions

Profile Category	Profile Description
Tech I – Associate \$120.00/hour	• Completes tasks with limited supervision
Tech II – Consultant \$140.00/hour	• Completes tasks and sets priorities without supervision • If needed, can supervise and set priorities for others • Can lead small project team • Ability to present persuasively and effectively • Able to effectively facilitate meetings with project team members
Tech III - Sr. Consultant \$160.00/hour	• Can scope out a simple or semi-complex project based on business requirements and achievable benefits • Can create a semi-complex project plan and Statement-of-Work • Can lead a semi-complex project plan and Statement-of-Work • Able to effectively facilitate meetings with project sponsors • Evaluate, design, and implement enterprise IT-based business solutions, often working on-site to help customers deploy their solutions (MS Services specific) • Have strong client satisfaction awareness (MS Services specific) • Can lead technology decisions and facilitate and articulate alternatives and direction to Senior IT and Business Management (MS Services specific) • Strong Project Management Skills (MS Services specific)
Tech IV – Principal \$185.00/hour	• Can scope out a complex project based on business requirements and achievable benefits • Can create a complex project plan and Statement-of-Work • Can lead a complex project to completion on-time and on-budget • Able to effectively facilitate meetings with Microsoft senior management • Viewed as a functional expert with full awareness of business solutions



	• Requires both broad and deep technology knowledge and the ability to architect a solution by mapping a customer's business problem to an end-to-end technology solution (MS Services specific) • Effective in fostering executive level relationships (MS Service Specific) • Demonstrated ability to engage in senior level technology decision maker discussions related to agility and business value (MS Services specific)
Tech V – Architect \$200.00/hour	• Can prepare a short and long term strategic roadmap for a functional area • Viewed as a functional and industry expert with full awareness of business solutions • Serves as a relationship manager for Microsoft across multiple functional areas • Has access to contacts with best practice functional and industry expertise outside the supplier and outside Microsoft
Technical Project Manager II \$160.00/hour	• Drives project from initiation through delivery, interfacing with customers on technical matters. • Creates the functional specification that will be used as a tool in making decisions as to how the product or service will be implemented. • Develops relationships with multiple Product Managers and provides them with technical and analytical information • Organizes cross functional activities ensuring completion of the project on schedule and within budget constraints • May manage multiple projects and may oversee others • The ideal candidate will have high-powered analytical skills and the ability to understand concepts and situations that pass by many others. • Must have excellent communication skills and strong project management skills • Proficiency in Microsoft Office required • Using PMO best practices and standards • Bachelor's Degree required • PMI certification required

Technical Project Manager III \$195.00/hour	• Drives project from initiation through delivery, interfacing with customers on technical matters • Creates the functional specification that will be used as a tool in making decisions as to how the product or service will be implemented • Develops relationships with multiple Product Managers and provides them with technical and analytical information • Organizes cross functional activities ensuring completion of the project on schedule and within budget constraints • May manage multiple projects and may oversee others • The ideal candidate will have high-powered analytical skills and the ability to understand concepts and situations that pass by many others • Must have excellent communication skills and strong project management skills • Proficiency in Microsoft Office required • Using PMO best practices and standards • Bachelor's Degree required • Master's Degree preferred • PMI certification required
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EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

Cyber security and privacy liability. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer

system, network, or similarly related property and the data, software, and programs.

- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following termination of the Agreement.

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to the City and approved of in writing.

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

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

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

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

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

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



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council

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

BY: Lana Dich, Director of Finance

**SUBJECT: APPROVE PROFESSIONAL SERVICE AGREEMENT WITH IBE
DIGITAL FOR SUPPLEMENTAL INFORMATION TECHNOLOGY
SUPPORT SERVICES**

DATE: August 6, 2024

RECOMMENDATIONS

It is recommended that the City Council take the following actions:

- 1) Authorize the City Manager to execute a City-Wide Information Technology (IT) staff augmentation services agreement with IBE Digital on a month-to-month basis; and
- 2) Authorize issuing a Request for Qualification/Proposals (RFP) to identify consultant to provide IT support services.

FISCAL IMPACT

If approved, the initial terms of this agreement will be on a month-to-month basis. The fiscal impact of the contract is \$13,500 per month. The month-to-month option will allow the City to terminate at any time with a thirty (30) day notice.

Salary savings from vacant positions within the Information Technology Division's budget will be used to offset these costs in the current fiscal year (FY 2024-25). Furthermore, the current fiscal year budget includes sufficient funds for these services, and future budgets will be developed to include adequate funding for these services. Expenses associated with this agreement is budgeted in account 10101125-542050 (City Manager's Office - Contract Services).

Approve Professional Service Agreement with IBE Digital for Supplemental Information Technology Support Services

Page 2 of 4

BACKGROUND

The City's IT Division is generally tasked with providing desktop technical support, systems analysis and implementation, telecommunication services and support, and data center operations and support. Staff assigned to IT work under the general direction of the City Manager's Office and provide the following services:

- Serve as the first point of contact for internal customers seeking technical assistance over the phone, email, or in person
- Provide technical assistance and support for all incoming queries related to systems, software, and hardware.
- Investigate issues to determine the best solution based on prior knowledge, findings, and details provided by the customer
- Document case facts in the ticketing system and escalate unresolved issues to the next level of support as deemed necessary
- Assist with technology implementation projects as needed

These services are performed at all City facilities for over 250 employees who use IT solutions directly or indirectly. Currently, the division is staffed with four (4) employees (1 Technology Services Manager, 1 Systems Analyst, and 2 Computer Specialists).

With an increasing number of users, additional software solutions expected, and upcoming special projects, the demand for IT services is higher than in the past. Until sufficient staff is onboarded, IT staff augmentation services can be used to fulfill short-term needs.

DISCUSSION

In April 2024, the City established an agreement with IBE to provide IT staff augmentation services. This agreement was established under the City Manager's purchasing authority of \$50,000. Staff wishes to continue using the service, while staff issues RFP. As previously mentioned, the objective is to supplement internal services and ensure sufficient staff are on hand to address any IT needs.

Upon approval of this agreement, IBE will assign staff to work alongside internal IT staff to augment service desk and desktop support, enterprise application administration, application/hardware monitoring, data backup, website maintenance, security, PMO, and disaster recovery support. Additionally, IBE may be tasked with special projects such as training, network cabling, and systems implementation/integration.

Services will be performed primarily during regular business hours (Monday through Friday from 7:30 a.m. to 5:30 p.m.). Staff will coordinate with IBE to arrange any work that must be conducted after hours or on-call.

Approve Professional Service Agreement with IBE Digital for Supplemental Information Technology Support Services

Page 3 of 4

IBE is a minority-owned, Southern California-based IT consultant. They specialize in providing solutions and services for the public sector. In addition, IBE is an authorized Konica Minolta Business Solutions partner. This partnership allows IBE to serve as an authorized dealer of various computer hardware, software, and IT services and sell using competitively bid pricing available through multiple Sourcwell agreements. The City can use these agreements to procure the necessary services without engaging in the standard bidding process pursuant to Santa Fe Springs Municipal Code Section 34.18B, Purchase By Bidding Required Generally; Exceptions, which states:

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

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

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

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

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

IBE will invoice the City monthly for the labor hours worked and any hardware/software purchased for any related services.

Concurrently, staff will issue RFP for IT support services. The primary objective of this valuation is to identify an effective plan for current IT operations.

SUMMARY/NEXT STEPS

It is requested that the City Council authorize the City Manager to execute the agreement with IBE to provide IT support. Approving this agreement will ensure additional IT support resources are available to ensure staff can continuously provide services to the community, while Finance staff will issue RFP.

ATTACHMENTS

- A. PSA – IBE Digital
- B. Request for Proposal

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

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
I COPY, INC. DBA IBE DIGITAL**

This Professional Services Agreement ("Agreement") is made and effective as of August 6, 2024, ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and I Copy, Inc., a California corporation doing business as IBE Digital ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect on a month-to-month basis until June 30, 2025. The term of the Agreement may be extended upon mutual written agreement of the parties.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B based upon actual time spent on the above tasks. This amount shall not exceed Thirteen Thousand Five Hundred Dollars (\$13,500) per month for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

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

9. INDEMNIFICATION AND DEFENSE

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

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms

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

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: René Bobadilla, P.E., City Manager
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To Consultant:	IBE Digital 11266 Monarch Street Suite B Garden Grove, CA 92841 Attention: Sloan Varing sloan@ibedigital.com
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17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

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

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver

of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

29. ELECTRONIC SIGNATURES

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

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

René Bobadilla, P.E., City Manager

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy City Clerk

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

Cyber security and privacy liability. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer

system, network, or similarly related property and the data, software, and programs.

- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following termination of the Agreement.

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to the City and approved of in writing.

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

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

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

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

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

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



Technical Staff Augmentation For



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1 Overview

The purpose of this Schedule of Services is to outline the path that will enable IBE Digital to commence and deliver a professional services engagement for the City of Santa Fe Springs.

2 Solution

IBE Digital will deliver IT Staff Augmentation services for the City of Santa Fe Springs. IBE Digital will provide a Level 2 Desktop Engineer onsite for 40 hours per WEEK during this engagement. Level 2 (L2) is staffed by technicians who have troubleshooting capabilities beyond the tier-1 employees. The L2 engineer determines whether a problem is a new issue, or an existing one. They also have access to advanced diagnostic tools and data analysis to gain problem resolution. The Expected Benefits that will result from this engagement are as follows:

- Strategically address End User needs
- Create a positive End User experience
- Quickly Respond to Easy to Manage Issues
- Establishes protocol for Harder to Solve Problems
- Increasing End User Satisfaction

3 Pricing

Pricing Provided via Sourcewell Contract # 030321-KON

Resource	Biz Hours Hourly Rate	Outside Biz Hourly Rate	40 HR Work Week
Level 2 Help Desktop Engineer	\$80.00	\$120.00	\$3,200

All prices are exclusive of any applicable sales or use taxes.

Supplemental Services

Any additional services or after-hours services requested by the city will be paid at the published rates below.

Resource Description	Biz Hourly Rate	Outside Biz Hours Hourly Rate
Level 2 Help Desk Engineer	\$80	\$120
Systems Engineer	\$240	\$360
Solutions Architect	\$240	\$360

Additional Fee Details

- Monthly support fee for additional supported Servers: \$166.29
- Monthly support fee for additional supported networked devices type III & IV: \$90
- Annual inflationary (Consumer Price Index) increases
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital's reasonable security recommendations.
- Annual rates increase 8%
- Standard business hours are 8 A.M. – 5 P.M.
- Services provided outside business hours will be billed at "outside biz hours" rate

Supplemental Services requested by the City, Shall be paid at the published hourly rates above.

4 Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.
2. **Limited Warranty:** (a) IBE Digital warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.
(b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.
3. **COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES:** During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of One Hundred Thousand Dollars (\$100,000).
4. **LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL'S AND ITS SUBCONTRACTOR'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN

QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by IBE Digital shall be deemed Confidential Information and proprietary information of IBE Digital without any marking or further designation. Client may use such information solely for its own internal business purposes. IBE Digital shall retain all rights to the aforementioned, which shall be returned to IBE Digital upon termination of the applicable Schedule. (c) IBE Digital shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: IBE Digital and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and IBE Digital and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

9. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

10. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Statement of Work, City of Santa Fe Springs agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Santa Fe Springs

Signature:

Name:

Title:

Date:

IBE Digital

Signature:

Name:

Title:

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: Lana Dich, Director of Finance

SUBJECT: **APPROVE PROFESSIONAL SERVICE AGREEMENT WITH INFOSEND, INC. FOR PRINT AND MAIL SERVICES FOR WATER UTILITY BILLING**

DATE: August 6, 2024

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Authorize the City Manager to execute a two-year Water Utility billing services agreement with InfoSend, Inc. (InfoSend) for FY 2024-25 through FY 2026-27; and
- 2) Authorize the City Manager to approve extension options for FY 2027-28 through FY 2028-29 of the agreement, if needed.

FISCAL IMPACT

The pricing proposed is based on per unit. Units can vary by mailing and by customer and can include paper, printing, return envelopes and inserts. InfoSend's pricing will be fixed for the first year, with future price increases allowed to account for increases in the cost of materials, labor, and other overhead in subsequent contract years. Thus, the annual cost of this service, including postage, based on existing volume, is expected to increase due to material costs and the increase in the USPS postage rate. It is anticipated that each bill will cost, on average, \$0.55-0.70 to print and mail, resulting in an estimated cost savings of 35% per bill (\$0.37). This does not include other fees associated with the service, such as processing and redesigning.

If approved, this agreement will be effective through June 30, 2027. The annual budget allocations are as follows:

- | | |
|---|----------|
| • Year 1 (Effective Date – June 30, 2025) | \$60,000 |
| • Year 2 (July 1, 2025 – June 30, 2026) | \$63,000 |
| • Year 3 (July 1, 2026 – June 30, 2027) | \$66,150 |

Approve Professional Service Agreement With InfoSend, Inc. for Print and Mail Services for Water Utility Billing

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- Year 4 (July 1, 2027 – June 30, 2028) (Optional) \$69,458
- Year 5 (July 1, 2028 – June 30, 2029) (Optional) \$72,930

Total Cost: \$331,538

The budget for this expenditures includes five (5) percent annual increases in anticipation of the potential cost changes previously mentioned. The agreement includes extension options for years 4 and 5. It is request the City Manager's authorization to approve two-year extensions.

Expenses associated with this agreement will be charged to Account No. 50442500 – 542050 (Finance Administration - Contract Services).

BACKGROUND

The Department of Finance is responsible for preparing and mailing water utility billing to customers. Staff currently complete this process in-house. Approximately 5,000 bills are sent every month. This amount does not includes other correspondence, such as delinquency notices, final termination notices, and miscellaneous notices. While the current process works, it is very time-consuming. It requires approximately forty-five (45) hours of staff time per month to print and prepare all bills for mailing. This process can take even longer if there are errors or issues with the City's printer.

It should also be noted that printing requires a specialized, high-volume printer. This equipment costs significantly more than a normal printer and requires high maintenance and repair costs.

Staff is seeking an option to outsource the printing and mailing process. Doing so will reduce the workload of staff currently assigned this task and allow them to spend more time providing customer service. Additionally, the service will include e-bill capabilities, streamlining the process by eliminating the need for staff to send individual emails to customers who prefer electronic copies of their bills.

DISCUSSION

Staff request that the City Council authorize the City Manager to establish an agreement with InfoSend to print and mail water utility bills and correspondence to customers. Upon approval of the agreement, InfoSend will receive bills and correspondence from City staff via secure upload, print, and mail the bills on behalf of the City. Return mail, payments will continue to be received directly by the City. It is anticipated that that service will be in operation within sixty (60) days of executing the agreement.

InfoSend is a consultant based in Anaheim, CA that specializes in providing solutions for the public sector. They specifically offer data processing, printing, mailing, and payment services. In 2023, the City of Lincoln (CA) competed to identify a vendor to provide utility

Approve Professional Service Agreement With InfoSend, Inc. for Print and Mail Services for Water Utility Billing

Page 3 of 4

bill printing and mail services. InfoSend was the vendor selected through this process, and the City has the authority to use the associated agreement to procure its services. The City can use the agreement above to procure the necessary services without engaging in the standard bidding process pursuant to Santa Fe Springs Municipal Code Section 34.18B, Purchase By Bidding Required Generally; Exceptions, which states:

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

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

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

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

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

InfoSend currently has a customer base that includes several cities and water districts. Staff is confident they can provide satisfactory services to help improve the efficiency of the water billing process.

In the upcoming months, the City will be transitioning to a new water utility billing software to replace the current software, Reflections. It is anticipated that upon making a selection, the services of InfoSend will easily transition to the new software.

SUMMARY/NEXT STEPS

It is requested that the City Council authorize the City Manager to execute a multi-year agreement with InfoSend to print and mail water bills. Approving this agreement will help ensure that bills are sent to customers in a timely manner.

Approve Professional Service Agreement With InfoSend, Inc. for Print and Mail Services for Water Utility Billing

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ATTACHMENTS

A. PSA – InfoSend

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between InfoSend, Inc. having its main office at 4240 E. La Palma Ave, Anaheim, California 92807 ("InfoSend") and the City of Santa Fe Springs, having its main office at 11710 Telegraph Road, Santa Fe Springs, CA 90670 ("Client"). Client and InfoSend are collectively referred to herein as the "parties" and individually as a "party."

RECITALS

WHEREAS, on August 6, 2023, the City of Lincoln, a California entity, entered into an Master Service Agreement for Professional Consultant Services with InfoSend for Print, Mail, and Materials for Utility Billing and Customer Outreach ("Contract"); and

WHEREAS, pursuant to the Client's procurement policy, the Client is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies when it is in the Client's best interest to do so; and

WHEREAS, Section 12.8 of the Contract entered into between InfoSend and the City of Lincoln allows such cooperative agreements ("piggybacking"); and

WHEREAS, the Client desires to enter into a cooperative purchase agreement with InfoSend for Printing and Mailing of Utility Bills according to the same terms and conditions set forth in the Contract between InfoSend and the City of Lincoln, with the exception of pricing considerations and a required postage deposit reflected in Appendix A, below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are a part of this Agreement.
2. Effective Date. The "Effective Date" shall be the date upon which this Agreement is fully executed by all parties.
3. Term. The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the effective date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.
3. Incorporation by Reference. The Agreement For Professional Services Between the City of Lincoln signed and dated August 8, 2023, titled "Agreement for Professional Services.", consisting of seventeen (17) pages and all documents incorporated by reference therein, and InfoSend's pricing considerations in Appendix A, are hereby incorporated by reference and made a part of this Agreement.

City of Santa Fe Springs

Name: Rene Bobadilla

Title: City Manager

Signature: _____

Date: _____

InfoSend, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A – PRICING REVISION

Due to the City of Santa Fe Springs, having a lower monthly volume than the City of Lincoln, pricing is given in the fees below.

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated volume of 4,000 documents a month, with an approximate 2 billing runs per month.	\$0.186 per single page mail piece

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.02

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	\$0.102
USPS Postage – A postage deposit will be required prior to starting service	Pass-through
Print Color Options (colors per side)*	\$0.112 for 3/1 to 4/1 printing \$0.117 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	\$0.102 Black printing \$0.117 Color printing
Batch Fee (per mailing batch under (200 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that get updated)	\$0.35 NCOA or \$0.35 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.026
Standard Single Window Return #9 Envelope	\$0.022
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.02
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	\$0.02 per insert
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.02 - For 12 Months of Retention \$0.03 - For 24 Months of Retention \$0.04 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Also due to the City of Santa Fe Springs having a lower monthly volume than the City of Lincoln, regarding the postage deposit referred to on page 15 of the contract for City of Lincoln, a revised postage deposit shall be required as follows.

4,000 mail pieces per month x \$0.545 x 2 = \$4,360.00



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 and Administrative Services

SUBJECT: TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED JUNE 30, 2024

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

Investment earnings for the quarter ended June 2024 amounted to \$1,894,559.

BACKGROUND/DISCUSSION

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the City Council Audit Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017, and \$35.0 million in January 2023 bringing the total principal invested to \$65.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report.

Mr. Richard Babbe, Senior Management Consultant with PFMAM, along with his staff, have also regularly provided an update, including a detailed review of the results of the

portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions.

ANALYSIS

The City's managed portfolio generated interest income in the amount of \$481,812 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at June 30, 2024 was 4.18%, increase from 3.92% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City's portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City's 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, "unrealized" gains/losses are not "realized" unless the security is actually sold prior to maturity.

The yield at June 30, 2016 was 1.25% and rose to 4.18% as of June 30, 2024. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024
Treasurer’s Report of Investments for the Quarter Ended June 30, 2024
Page 3 of 4

portfolio performance. The City’s benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City’s portfolio for the quarter ended June 30, 2024 was 0.89% vs. the benchmark’s total return of 0.82%; the City’s portfolio outperformed the benchmark by 0.07%. Since inception of the managed portfolio (January 2016) the total return for the City’s portfolio was 1.38% vs. the benchmark total return of 1.03% through June 30, 2024.

Aside from the PFMAM managed portfolio, the City’s other investments are the Local Agency Investment Fund (“LAIF”), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program (“CAMP”), a pooled investment fund managed by PFMAM; and the First American Treasury Obligations Fund, a U.S. Treasury money market fund (“MMF”) used by the City’s bond trustee. LAIF returned an annualized rate of 4.55% for the quarter while CAMP returned 5.48% and the MMF returned 4.76%. Interest earnings for the quarter amounted to \$465,004, \$788,576, and \$159,167, respectively, for the LAIF, CAMP, and the MMF accounts.

ENVIRONMENTAL

None.

SUMMARY/NEXT STEPS

The attached Treasurer’s Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 134.5 million
Successor Agency Bond Fund	19.2 million
Bonds Reserves and Debt Service	<u>13.3 million</u>
Total Investments	\$ 167.0 million

Pooled cash and investments consist of the PFMAM managed account, LAIF, and CAMP. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects. Spending on multiple capital projects has occurred and these funds will be drawn down for deposit into the City’s pooled cash and investments.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City’s third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024
Treasurer’s Report of Investments for the Quarter Ended June 30, 2024
Page 4 of 4

The investments, at market value, are summarized by type as follows:

PFMAM Managed Portfolio	\$ 70.5 million
LAIF	24.2 million
CAMP	59.0 million
MMF	<u>23.2 million</u>
Total Investments	\$176.9 million

PFMAM and Staff will continue to work with the City Council to review any proposed changes to the portfolio make-up.

ATTACHMENT(S):

- A. Treasurer’s Report of Investments (Quarter Ended June 30, 2024)
- B. PFMAM Investment Performance Review (Quarter Ended June 30, 2024)

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

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED JUNE 30, 2024**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 70,497,041.96	\$ 6,506,537.61	\$ 5,534,993.52	\$ 71,468,586.05	\$ 70,519,025.05	\$ 481,812.00	4.18%
CALIFORNIA ASSET MANAGEMENT PROGRAM	64,666,823.14	34,219,304.52	40,100,210.33	58,785,917.33	58,785,917.33	788,575.67	5.48%
LOCAL AGENCY INVESTMENT FUND	5,152,060.83	60,494.06	-	5,212,554.89	5,182,276.55	58,813.10	4.55%
SUBTOTAL POOLED INVESTMENTS	140,315,925.93	40,786,336.19	45,635,203.85	135,467,058.27	134,487,218.93	1,329,200.77	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	19,072,562.55	203,785.60	-	19,276,348.15	19,164,376.99	406,191.05	4.55%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.96	-	-	0.96	0.95	-	4.55%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	580,851.10	344,397.15	350,508.25	574,740.00	574,740.00	7,284.10	4.76%
Successor Agency	12,454,800.03	149,783.40		12,604,583.43	12,604,583.43	149,783.40	4.76%
Heritage Springs Assessment District	173,547.26	2,099.95		175,647.21	175,647.21	2,099.95	4.76%
Subtotal First American Treasury Obligations Fund Class D	13,209,198.39	496,280.50	350,508.25	13,354,970.64	13,354,970.64	159,167.45	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	13,209,198.39	496,280.50	350,508.25	13,354,970.64	13,354,970.64	159,167.45	
TOTAL INVESTMENTS	\$172,597,687.83	\$ 41,486,402.29	\$ 45,985,712.10	\$ 168,098,378.02	\$ 167,006,567.51	\$1,894,559.27	

Notes:

(1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.

(2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.

(3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.

LANA DICH, CITY TREASURER



City of Santa Fe Springs

Investment Performance Review For the Quarter Ended June 30, 2024

Client Management Team

Monique Spyke, Managing Director
James Sims, CFA, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

PFM Asset Management LLC

633 W 5th St., 25th Floor
Los Angeles, CA 90071
949-230-6896

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

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Market Update

Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Moderating economic growth following two quarters of exceptional strength
 - ▶ Recent inflation prints resuming the path towards the Federal Reserve (Fed)'s 2% target
 - ▶ Labor markets continuing to show strength while unemployment has ticked up modestly
 - ▶ Resilient consumer spending supported by wage growth that is outpacing inflation



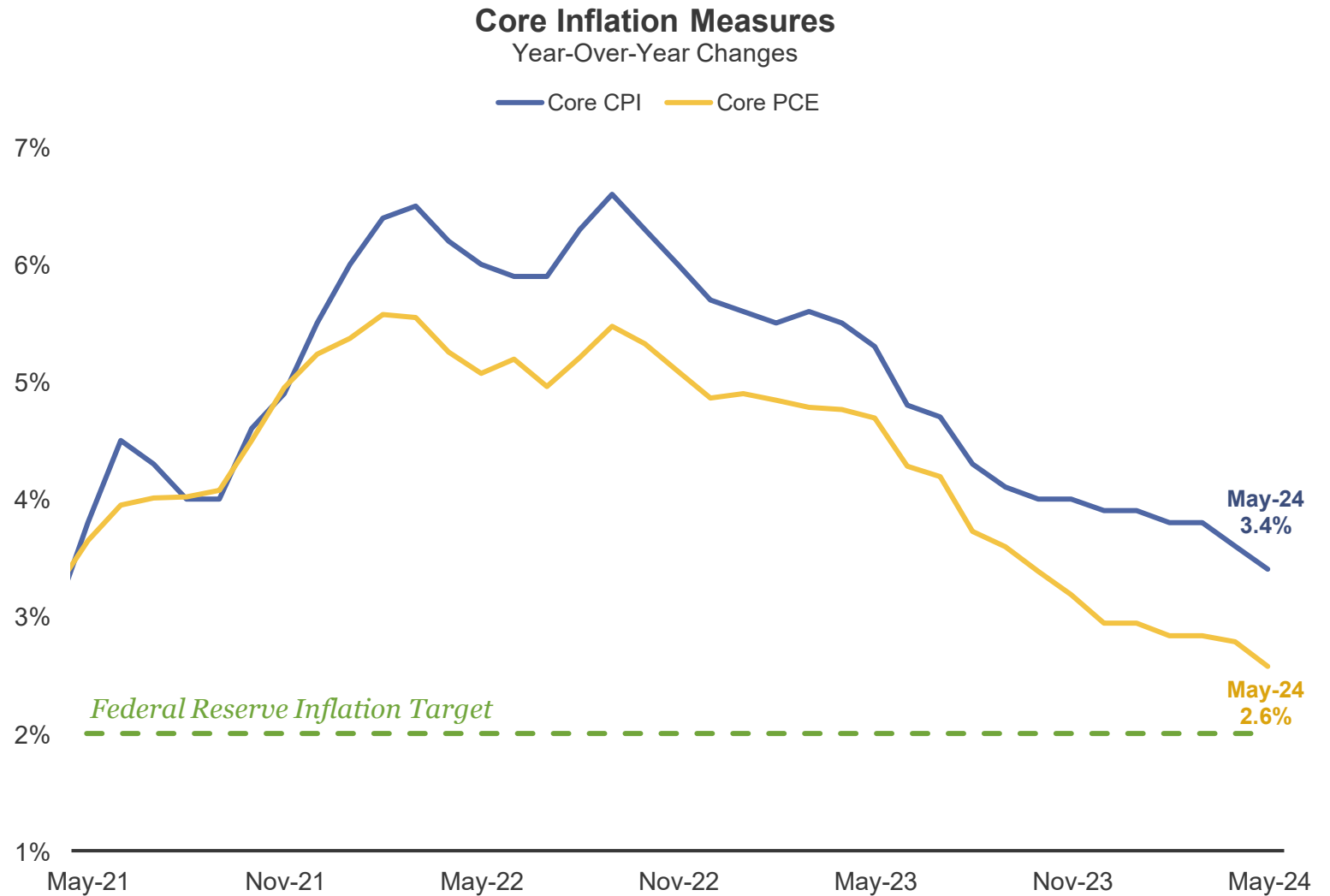
- ▶ Federal Reserve pushes out rate cuts
 - ▶ Fed revises expectations from 3 rate cuts in 2024 to 1 by year end following a lack of progress in the fight against inflation
 - ▶ Market continues to expect 1 or 2 rate cuts in 2024
 - ▶ Fed officials note that the risks to its “dual mandate” of stable inflation and maximum employment are becoming more balanced



- ▶ Treasury yields increase in response to economic data over the quarter
 - ▶ Yields on maturities between 2 and 10 years rose 13-20 basis points during the quarter
 - ▶ The yield curve has now been inverted for 24 months, the longest period in history
 - ▶ Spreads across most sectors remain near multi-year tightness and represent market expectations for a soft landing

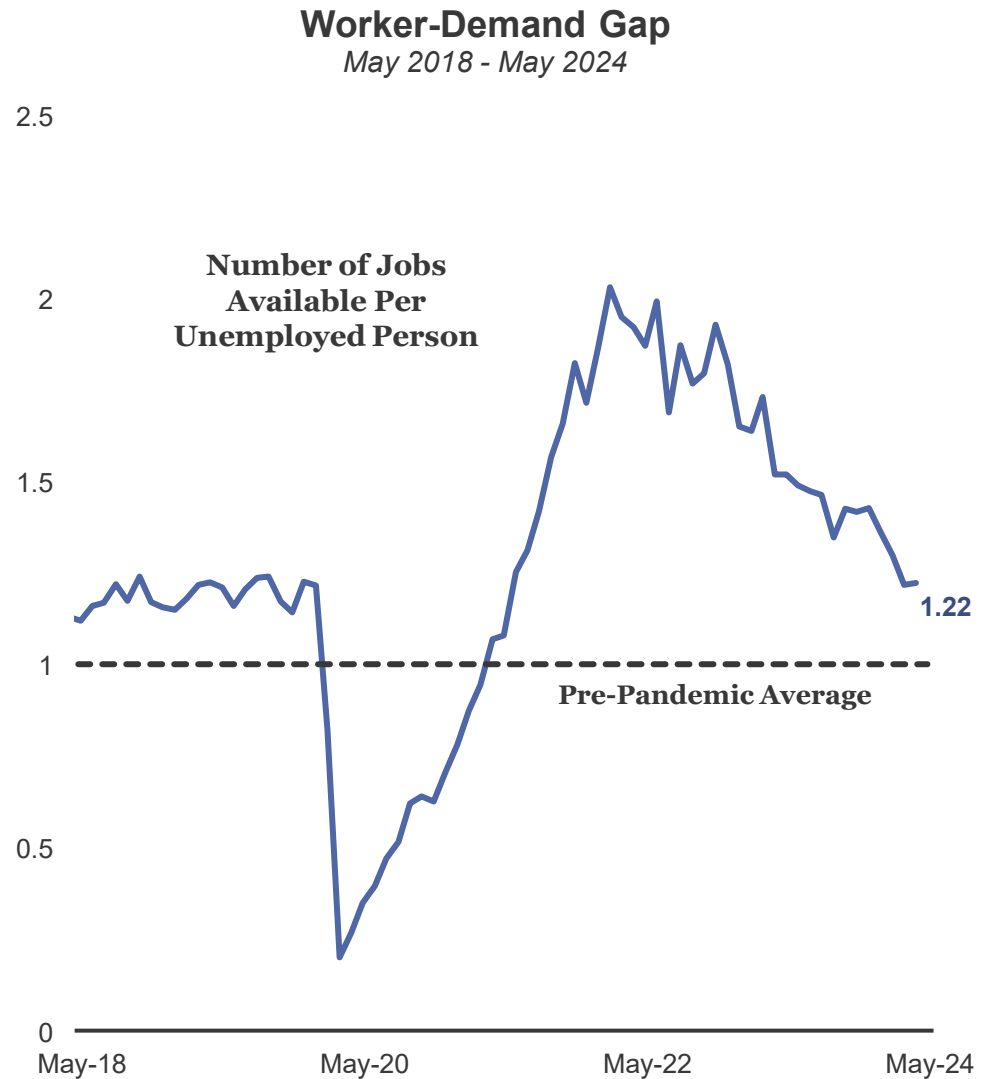
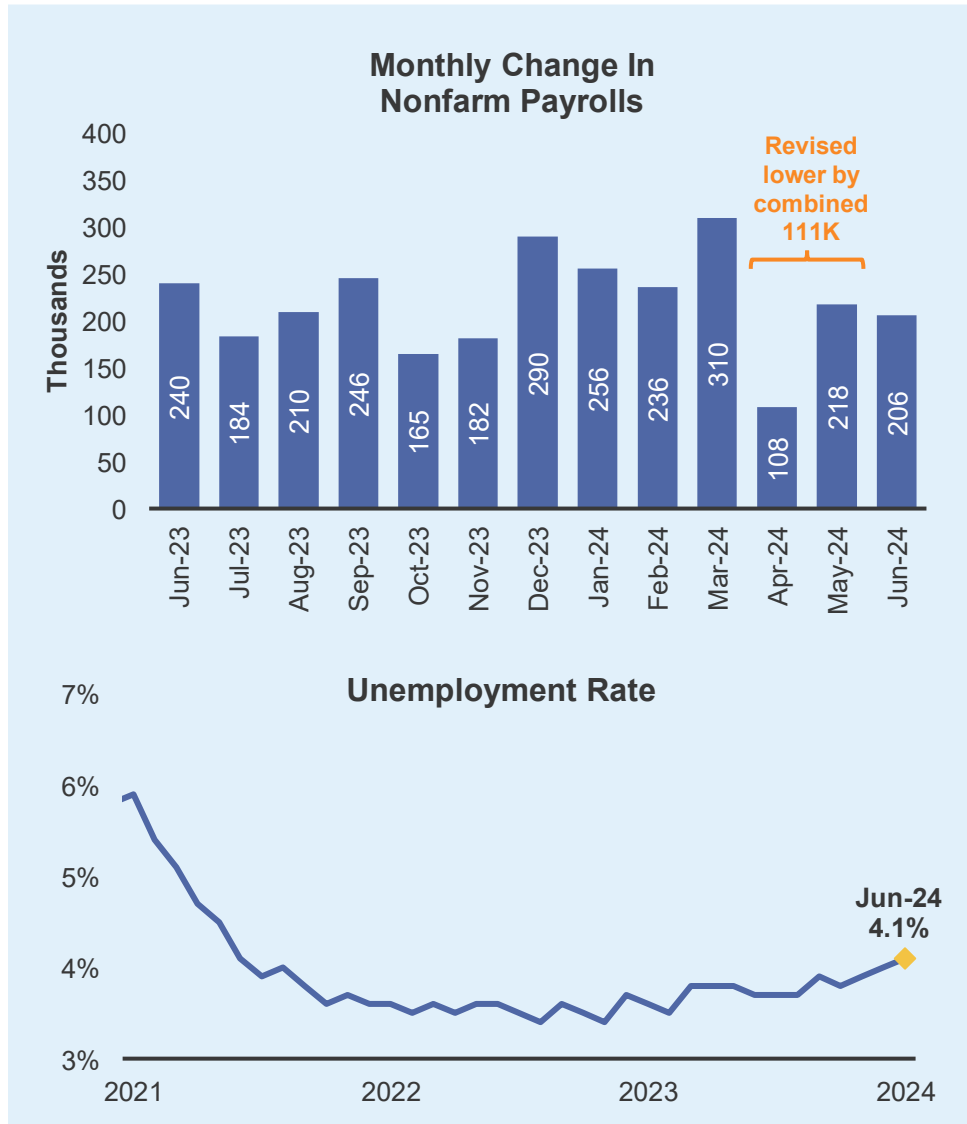
Fed's Preferred Inflation Measure Shows Progress

Core CPI and PCE strips out the volatile food and energy components.



Source: Bureau of Labor Statistics, Bureau of Economic Analysis, and Bloomberg. As of May 2024.

Labor Market Moves Into Better Balance



Source: Bloomberg, Bureau of Labor Statistics. Monthly change in nonfarm payrolls and unemployment rate as of June 2024. Data is seasonally adjusted (left). Worker demand gap as of May 2024. Pre-pandemic average from February 2016 – February 2020 (right).

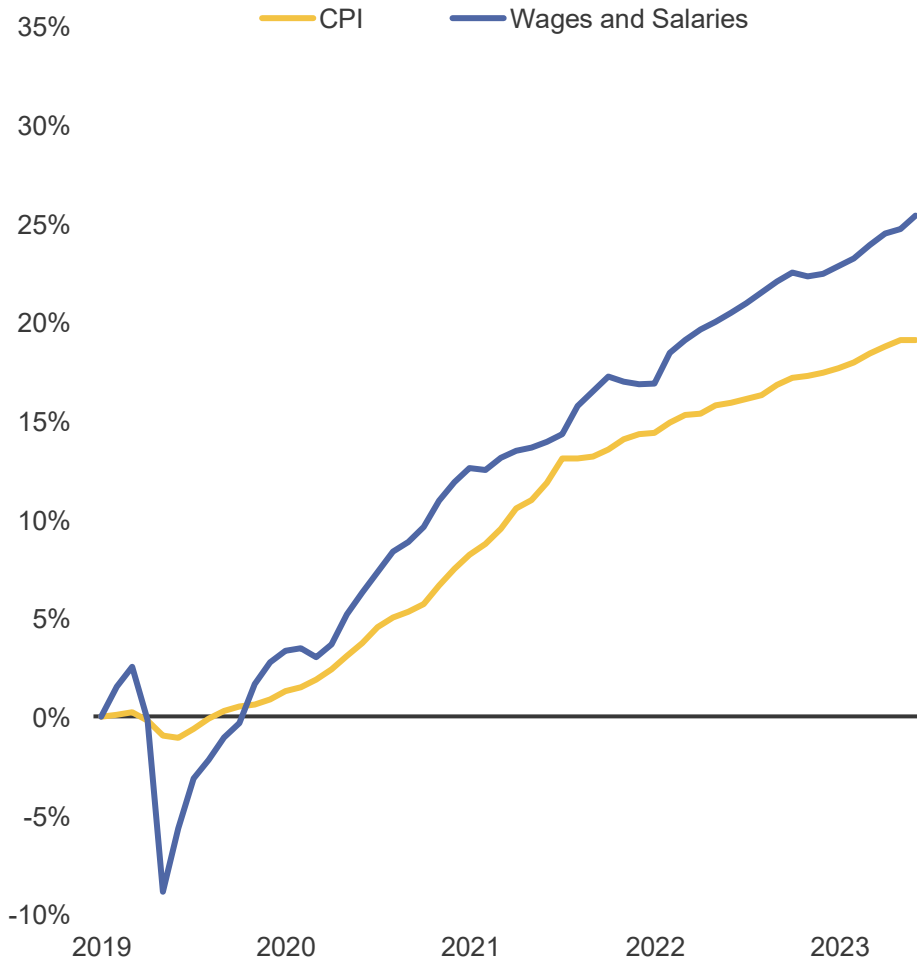
Economic Incentive to Switch Jobs is Declining



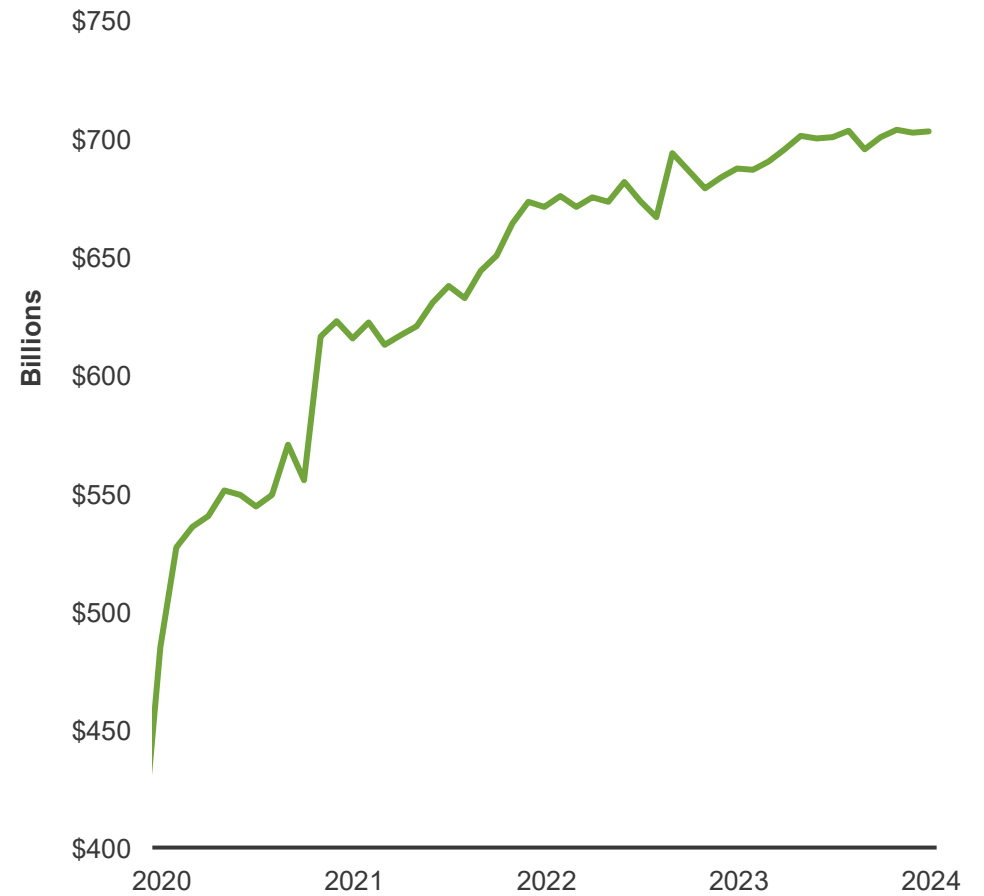
Source: Bloomberg, Federal Reserve Bank of Atlanta as of March 2024.

The Consumer Moderates But Remains Well Positioned Given Strong Wage Growth

Percentage Change in Earnings and Inflation

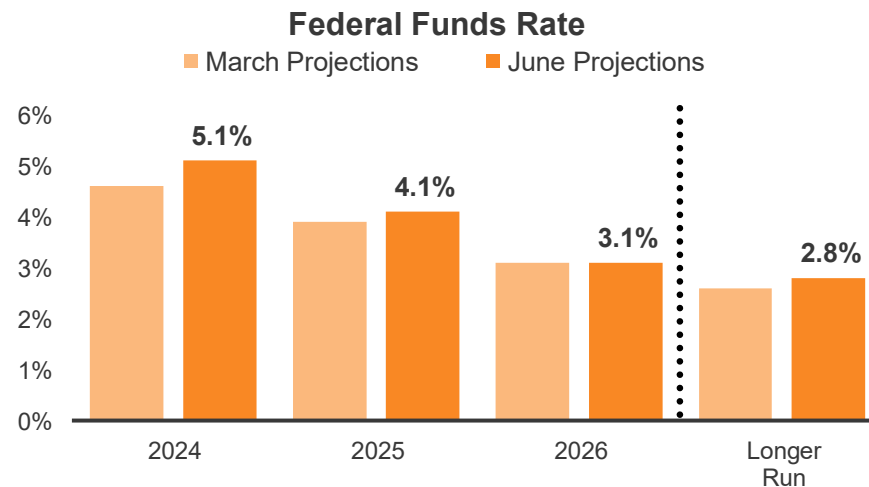
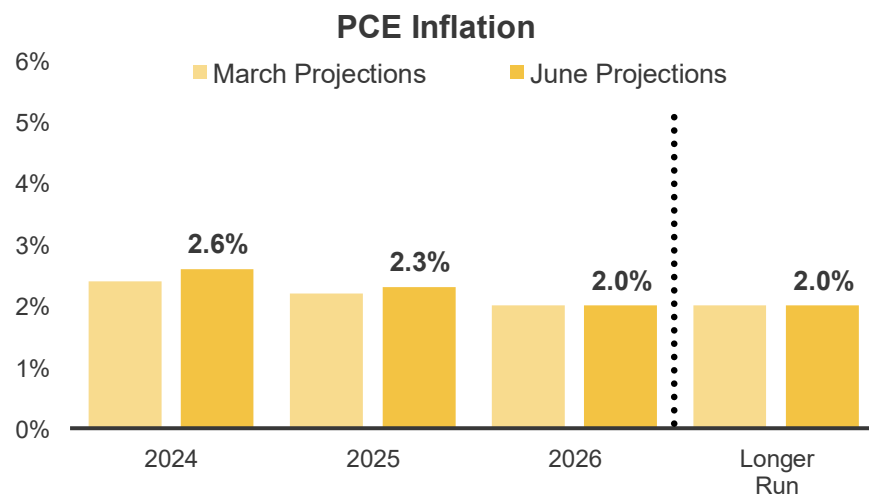
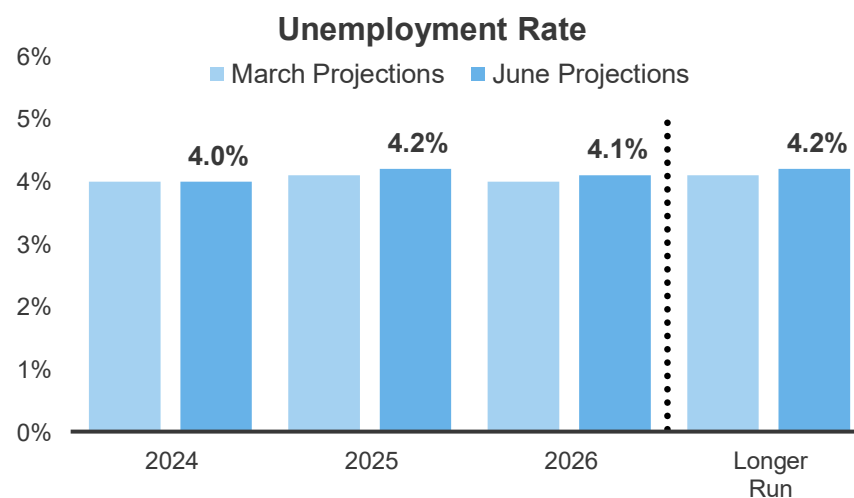
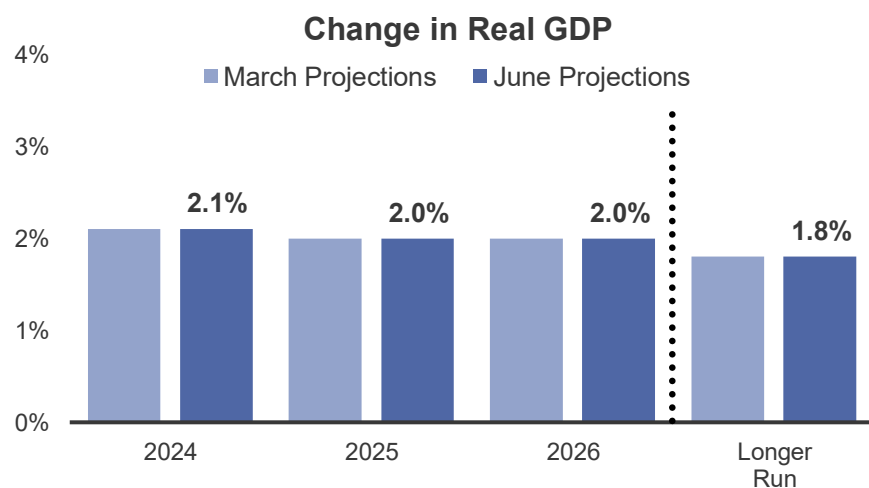


Retail Sales (Monthly)



Source: Bloomberg, U.S. Census Bureau, Bureau of Economic Analysis as of May 2024 (left). Bloomberg, U.S. Census Bureau as of May 2024 (right).

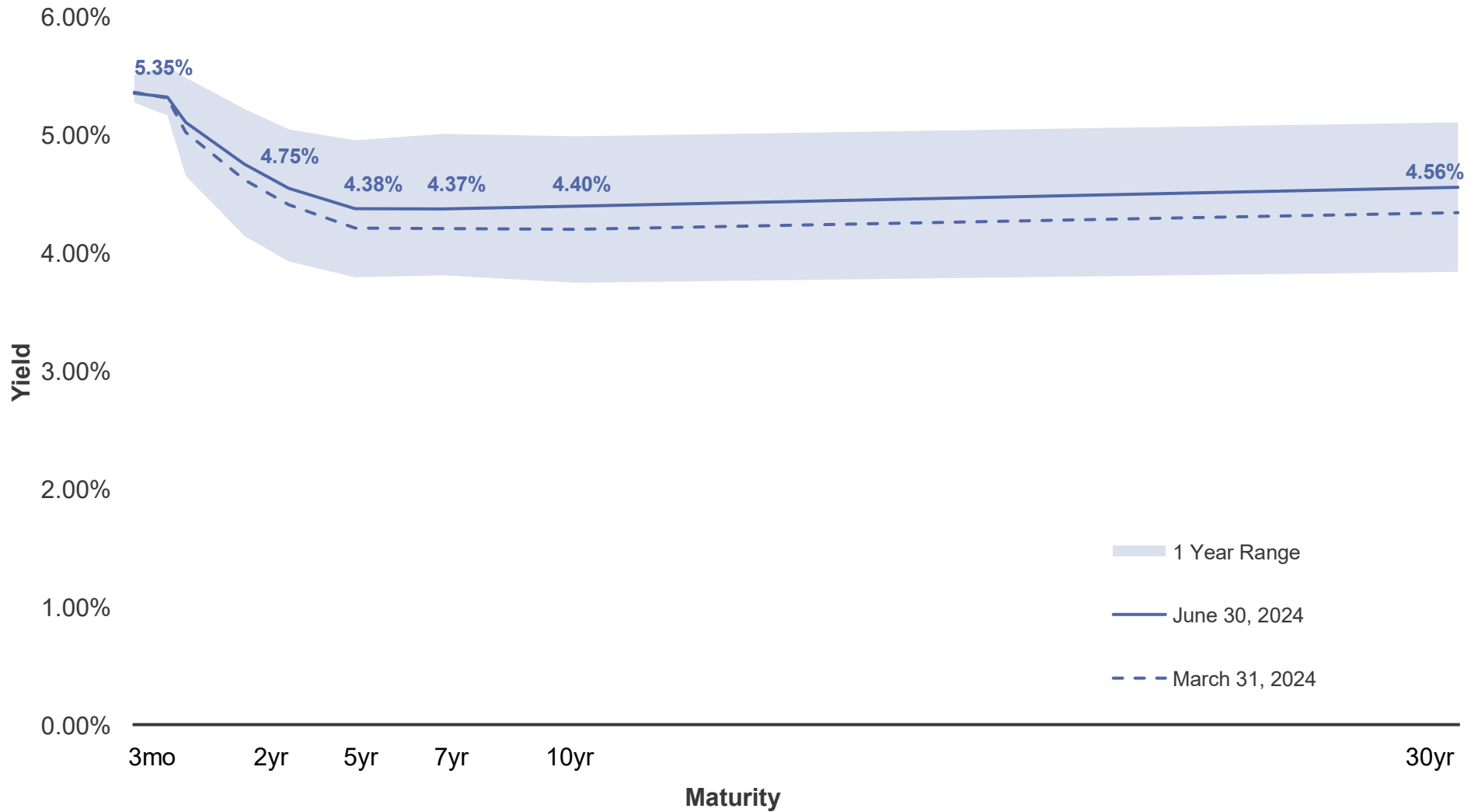
Fed's Updated June Projections Reflect Stable Economic Expectations for 2024



Source: Federal Reserve, latest economic projections as of June 2024.

Treasury Yields Move Higher as Market Evolves to Revised Fed Expectations

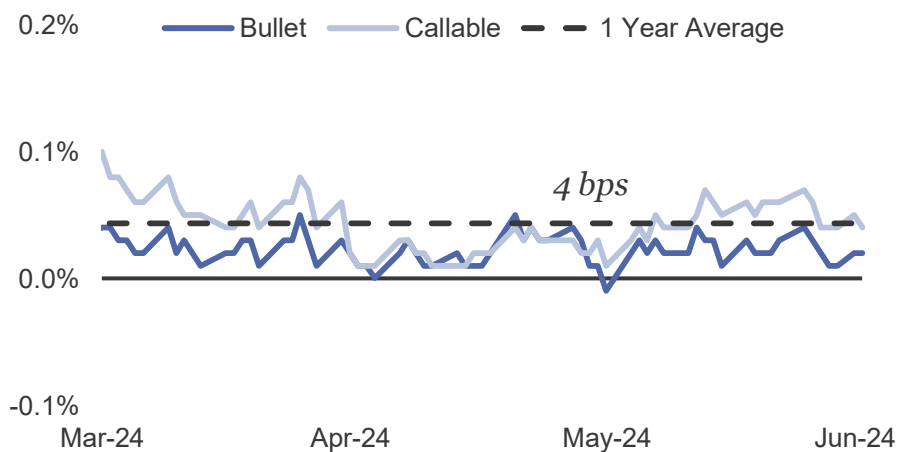
U.S. Treasury Yield Curve



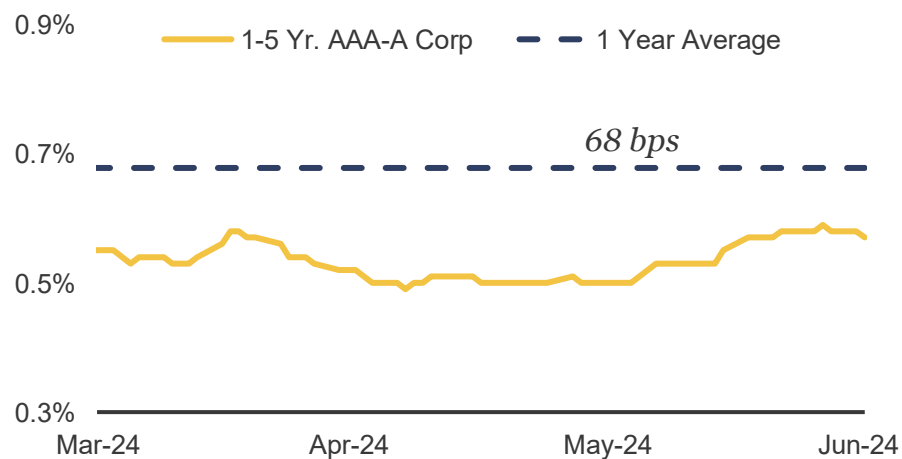
Source: Bloomberg, as of 6/30/2024.

Sector Yield Spreads

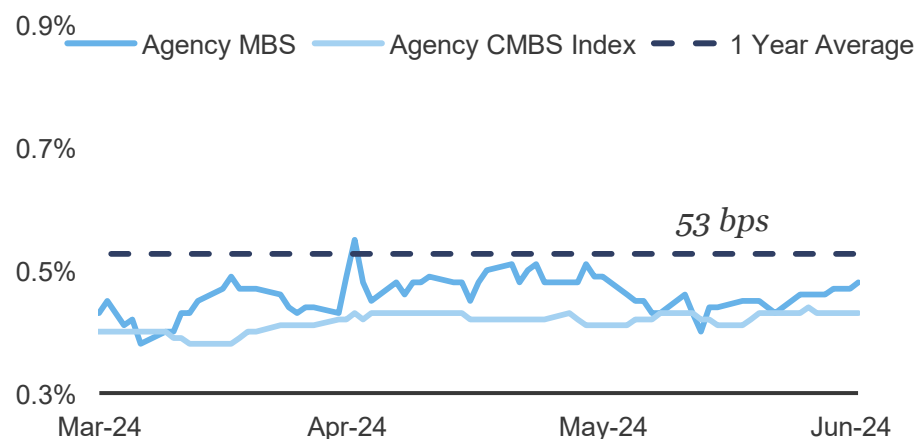
Federal Agency Yield Spreads



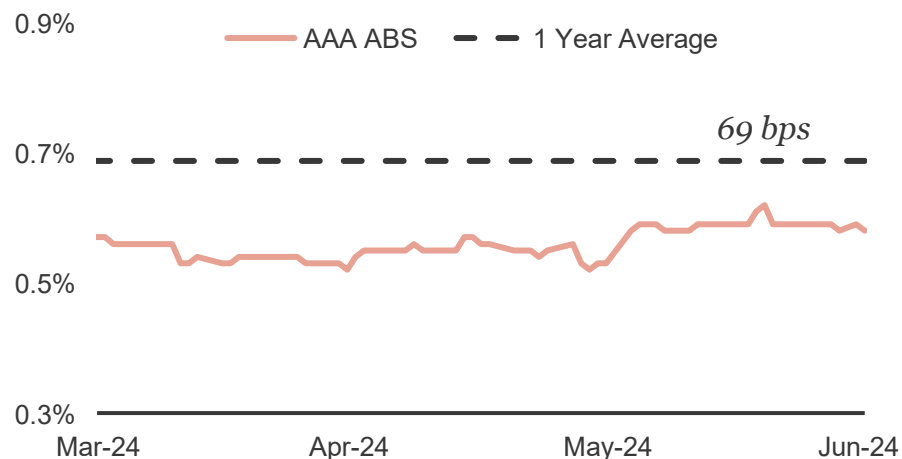
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



Asset-Backed Securities AAA Yield Spreads

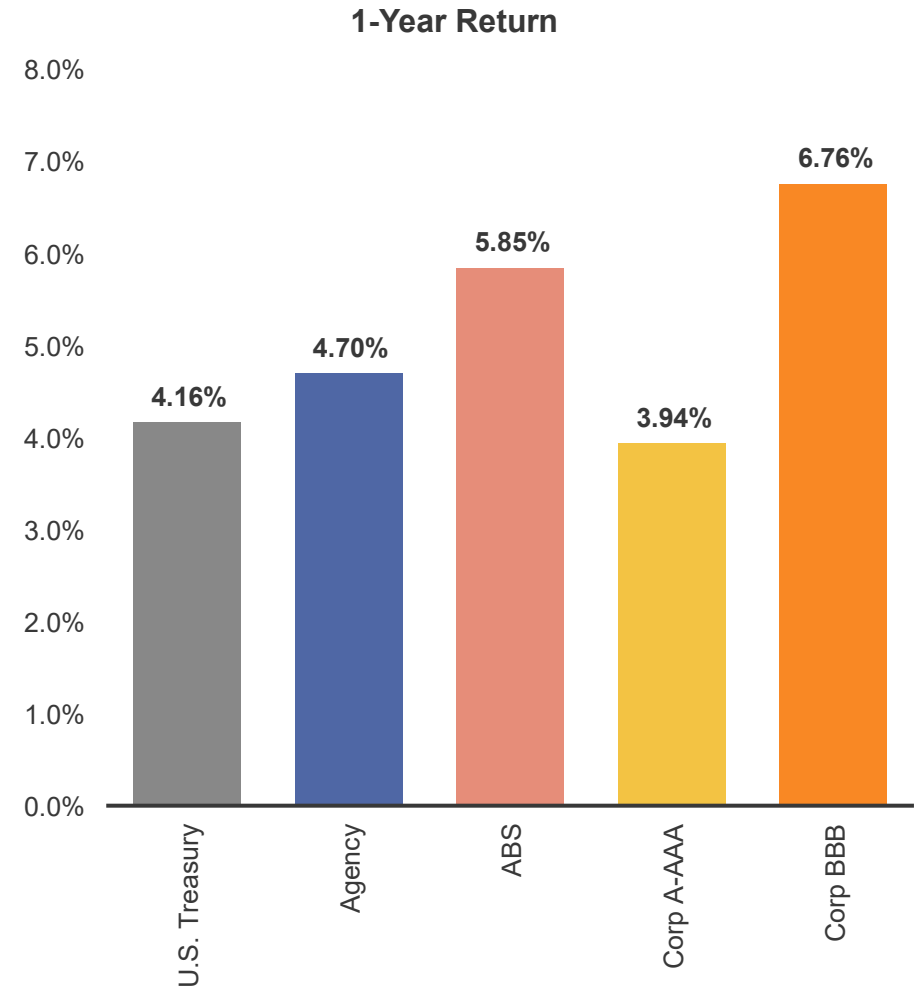
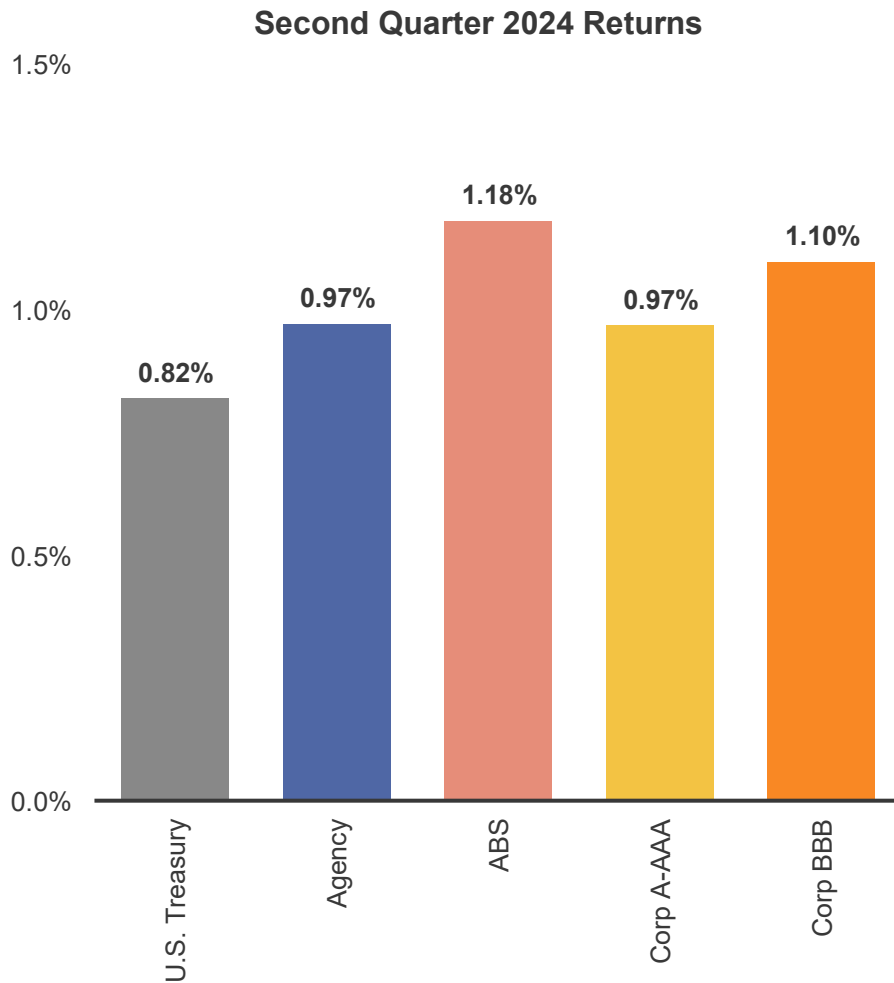


Source: ICE BofA 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of June 30, 2024. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries.

CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Fixed-Income Index Total Returns in 2Q 2024

1-5 Year Indices



Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. As of June 30, 2024.

Factors to Consider for 6-12 Months

Monetary Policy (Global):



- The Fed remains data dependent. Recent Fed guidance has been revised from three rate cuts to one rate cut in 2024. Markets currently expect one or two cuts.
- Globally, major central banks have begun easing cycle with rate cuts leading to divergence from Fed policy.

Economic Growth (Global):



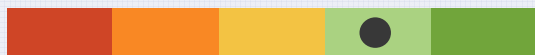
- U.S. economic growth remains resilient but there has been some softness recently as consumer spending tapers.
- Economic growth outside U.S. remain mixed with slower but improved growth projected in Eurozone and continued growth projected in emerging markets.

Inflation (U.S.):



- The latest inflation reading has revived market confidence that inflation is heading in the right direction after experiencing broad disinflation across both goods and services.
- Despite the progress on inflation, policymakers would like more data to confirm the downward trend.

Financial Conditions (U.S.):



- Market measures, such as narrow corporate yield spreads, record equity index levels and low volatility, reflect economic confidence.
- With interest rates elevated and the gradual normalization of labor markets and the consumer, we continue to focus on identifying potential catalysts for a broader slow down.

Consumer Spending (U.S.):



- The consumer has begun to exercise caution and limit spending, which has shed light on a notable downshift over recent months.
- Moderation in the pace of overall spending is expected to continue given persistent inflation, reduced/lower savings, and a cooling job market.

Labor Markets:



- The labor market normalization has begun. After the pandemic-led jolt, the labor force participation rate and non-farm payrolls have moved to be in line with long-term averages.
- With the quits rate and excess demand for workers reaching a better balance, this should help cool wage pressures and inflation.

● Current outlook ○ Outlook one quarter ago



Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (6/30/2024) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

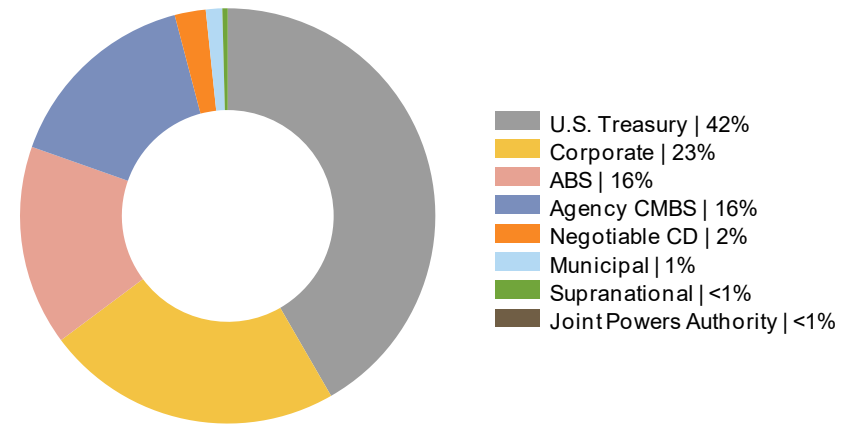
Portfolio Review

Portfolio Snapshot¹

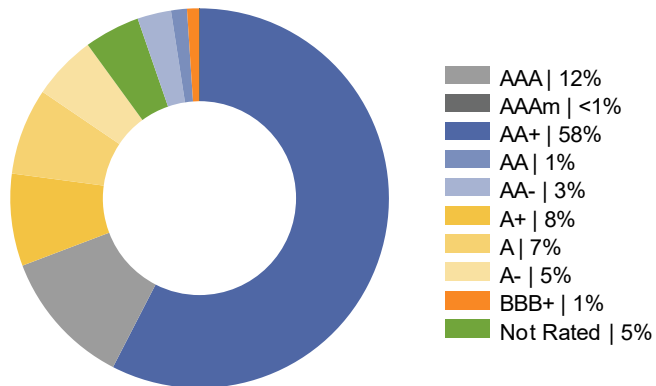
Portfolio Statistics

Total Market Value	\$71,038,422.70
Managed Account Sub-Total	\$70,513,666.29
Accrued Interest	\$519,397.65
Pool	\$5,358.76
Portfolio Effective Duration	2.51 years
Benchmark Effective Duration	2.52 years
Yield At Cost	4.18%
Yield At Market	4.80%
Portfolio Credit Quality	AA

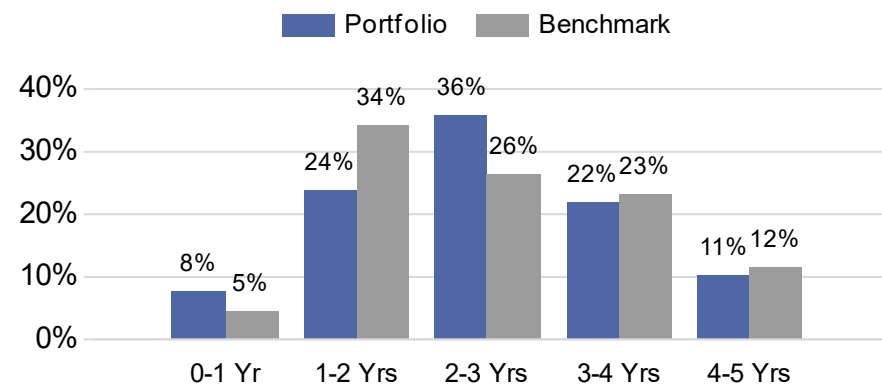
Sector Allocation



Credit Quality - S&P



Duration Distribution



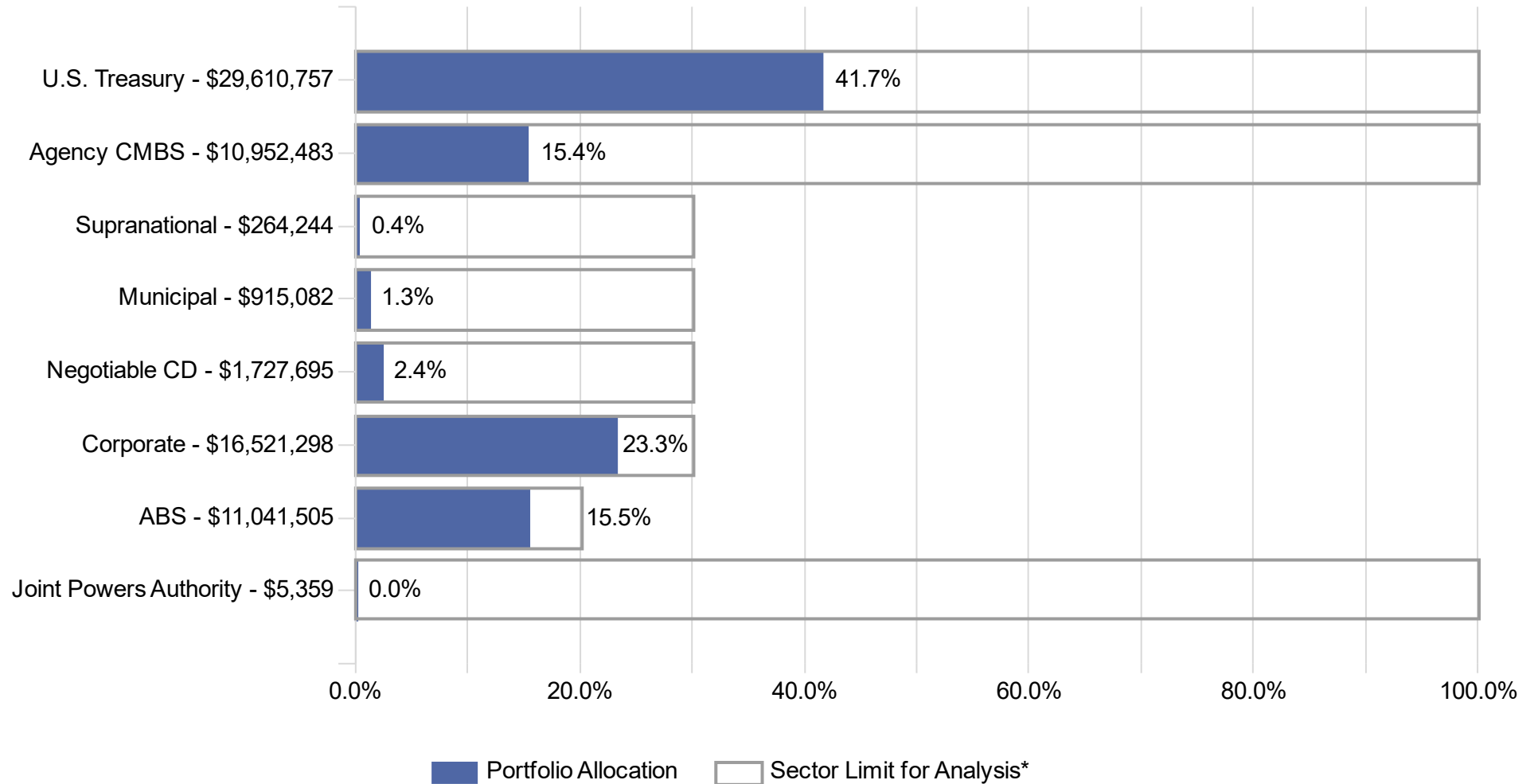
1. Total market value includes accrued interest and balances invested in CAMP, as of June 30, 2024.

Yield and duration calculations exclude balances invested in CAMP.

The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Certificate of Compliance

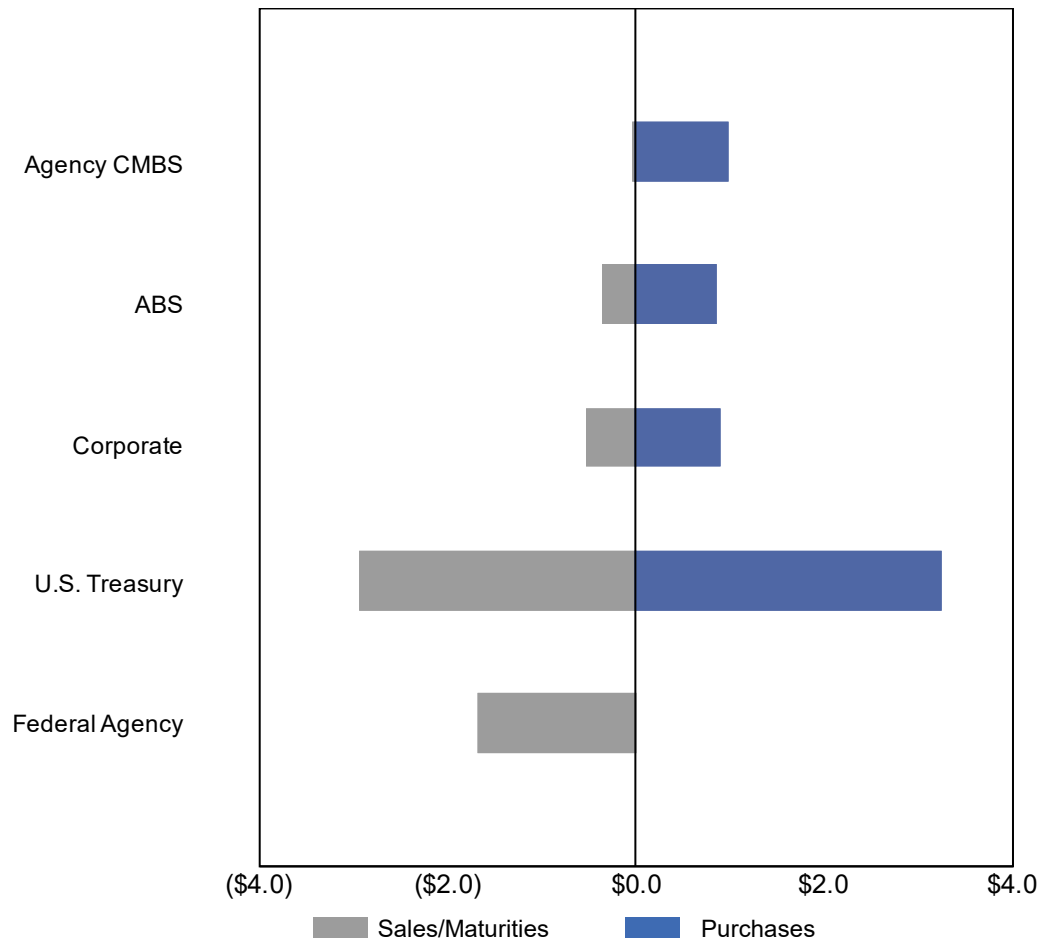
During the reporting period for the quarter ended June 30, 2024, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Activity

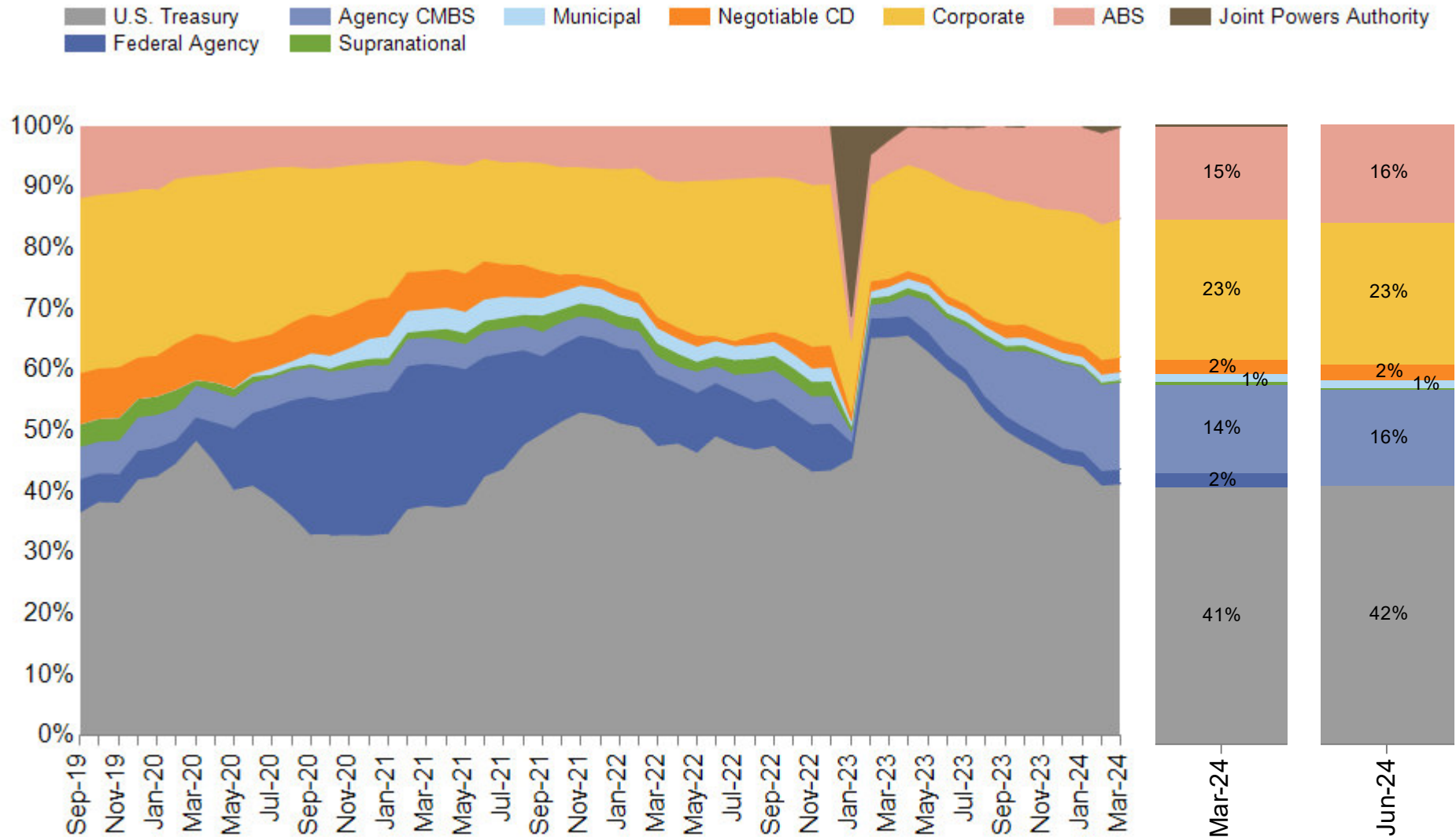
Net Activity by Sector
(\$ millions)



Sector	Net Activity
Agency CMBS	\$953,286
ABS	\$515,373
Corporate	\$389,408
U.S. Treasury	\$322,284
Federal Agency	(\$1,678,340)
Total Net Activity	\$502,010

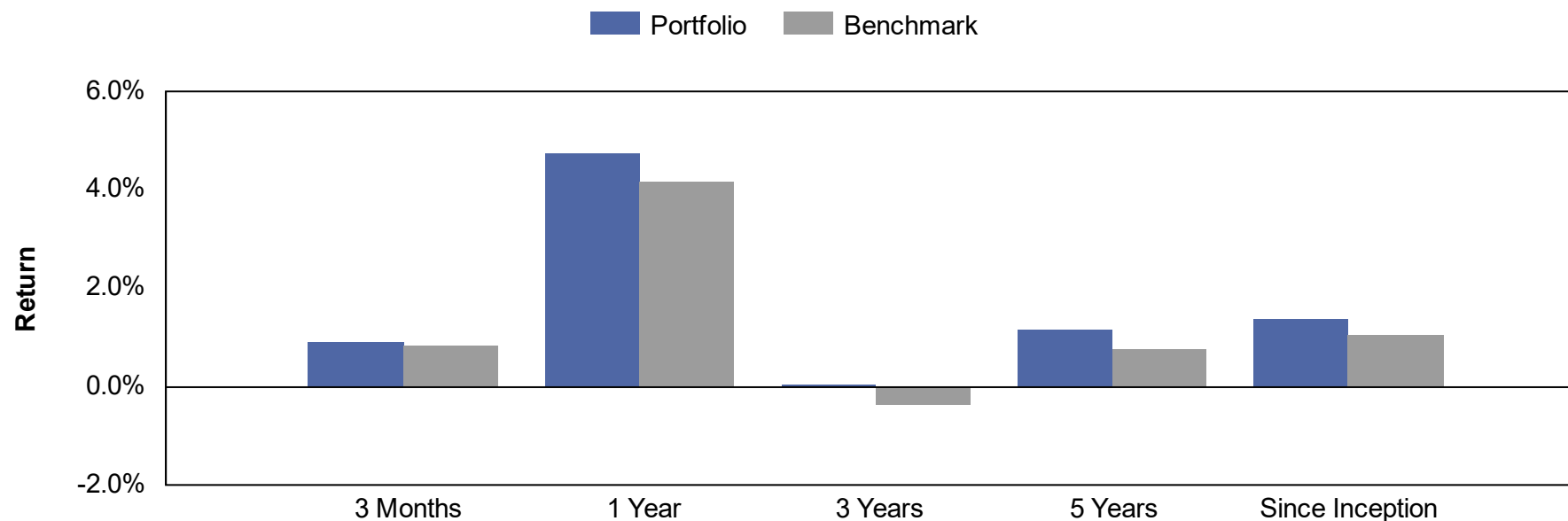
Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Historical Sector Allocation



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$654,922	\$2,347,966	\$4,001,077	\$5,298,133	\$7,054,695
Change in Market Value	(\$29,198)	\$866,062	(\$2,072,690)	(\$510,130)	\$10,999,470
Total Dollar Return	\$625,724	\$3,214,028	\$1,928,387	\$4,788,003	\$18,054,165
Total Return³					
Portfolio	0.89%	4.73%	0.01%	1.14%	1.38%
Benchmark ⁴	0.82%	4.16%	-0.35%	0.76%	1.03%
Difference	0.07%	0.57%	0.37%	0.38%	0.35%

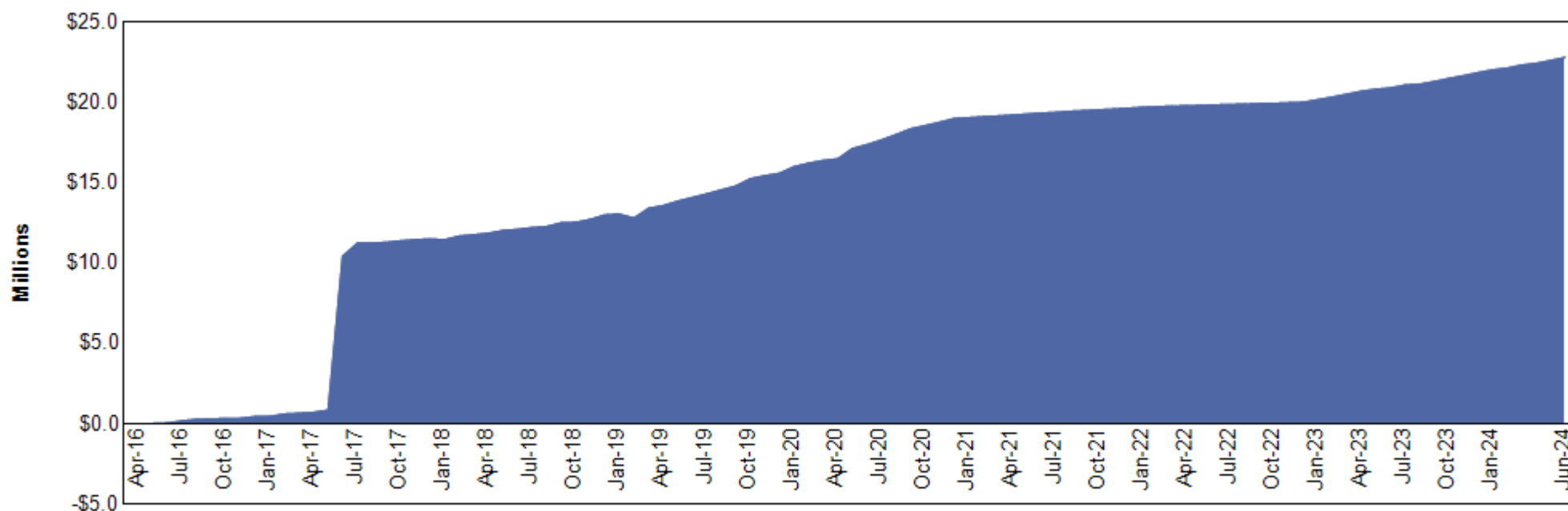
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$654,922	\$2,347,966	\$4,001,077	\$5,298,133	\$7,054,695
Realized Gains / (Losses) ³	(\$241,536)	(\$715,040)	(\$920,215)	(\$480,376)	(\$777,915)
Change in Amortized Cost	\$68,426	\$274,768	\$393,109	\$3,912,045	\$16,528,573
Total Earnings	\$481,812	\$1,907,694	\$3,473,971	\$8,729,802	\$22,805,353

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Fixed-Income Sector Outlook – 3Q 2024

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

● Current outlook

○ Outlook one quarter ago

Negative

Slightly
Negative

Neutral

Slightly
Positive

Positive

Issuer Distribution

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	41.7%	
UNITED STATES TREASURY	41.7%	AA / Aaa / AA
Agency CMBS	15.4%	
FANNIE MAE	1.8%	AA / Aaa / AA
FREDDIE MAC	13.6%	AA / Aaa / AA
Supranational	0.4%	
INTL BANK OF RECONSTRUCTION AND DEV	0.4%	AAA / Aaa / AAA
Municipal	1.3%	
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.3%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.1%	AA / A / A
NEW YORK ST URBAN DEVELOPMENT CORP	0.5%	NR / NR / AA
STATE OF CALIFORNIA	0.4%	AA / Aa / AA
Negotiable CD	2.4%	
CREDIT AGRICOLE SA	0.8%	A / Aa / AA
NATIXIS NY BRANCH	0.7%	A / A / A
NORDEA BANK ABP	0.5%	AA / Aa / AA
TORONTO-DOMINION BANK	0.5%	A / A / NR
Corporate	23.3%	
ADOBE INC	0.3%	A / A / NR
AIR PRODUCTS & CHEMICALS	0.5%	A / A / NR
AMERICAN EXPRESS CO	0.1%	BBB / A / A
AMERICAN HONDA FINANCE	0.6%	A / A / A
APPLE INC	0.3%	AA / Aaa / NR
ASTRAZENECA PLC	0.2%	A / A / A
BANK OF AMERICA CO	0.9%	A / Aa / AA
BMW FINANCIAL SERVICES NA LLC	0.7%	A / A / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	23.3%	
BP PLC	0.5%	A / A / A
BRISTOL-MYERS SQUIBB CO	0.1%	A / A / NR
BURLINGTON NORTHERN SANTA FE	0.2%	AA / A / NR
CINTAS CORPORATION NO. 2	0.1%	A / A / NR
CISCO SYSTEMS INC	0.4%	AA / A / NR
CITIGROUP INC	0.8%	A / A / A
COMMONWEALTH BANK OF AUSTRALIA	0.7%	AA / Aa / AA
DEERE & COMPANY	0.6%	A / A / A
ELI LILLY & CO	0.4%	A / A / NR
GENERAL DYNAMICS CORP	0.4%	A / A / NR
GOLDMAN SACHS GROUP INC	0.2%	BBB / A / A
HERSHEY COMPANY	0.9%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HONEYWELL INTERNATIONAL	0.3%	A / A / A
HORMEL FOODS CORP	0.2%	A / A / NR
HSBC HOLDINGS PLC	0.4%	A / A / A
IBM CORP	0.3%	A / A / A
INTEL CORPORATION	0.3%	A / A / BBB
JP MORGAN CHASE & CO	1.2%	A / Aa / AA
LINDE PLC	0.3%	A / A / NR
Mercedes-Benz Group AG	0.7%	A / A / A
MORGAN STANLEY	0.5%	A / A / A
NATIONAL AUSTRALIA BANK LTD	0.4%	AA / Aa / NR
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.7%	A / A / A
NESTLE SA	0.2%	AA / Aa / NR
NORTHERN TRUST	0.2%	A / A / A

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	23.3%	
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	0.5%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.2%	A / A / A
RABOBANK NEDERLAND	0.5%	A / Aa / AA
ROCHE HOLDINGS INC	0.4%	AA / Aa / AA
STATE STREET CORPORATION	1.1%	A / A / AA
TARGET CORP	0.3%	A / A / A
TEXAS INSTRUMENTS INC	0.6%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	0.8%	A / A / AA
TOYOTA MOTOR CORP	0.5%	A / A / A
TRUIST FIN CORP	0.3%	A / Baa / A
UNITEDHEALTH GROUP INC	0.3%	A / A / A
USAA CAPITAL CORP	0.6%	AA / Aa / NR
WELLS FARGO & COMPANY	1.3%	A / Aa / AA
ABS	15.5%	
ALLY AUTO RECEIVABLES TRUST	0.4%	NR / Aaa / AAA
AMERICAN EXPRESS CO	1.2%	AAA / NR / AAA
BANK OF AMERICA CO	1.6%	AAA / Aaa / AAA
BMW VEHICLE OWNER TRUST	0.2%	AAA / NR / AAA
CAPITAL ONE FINANCIAL CORP	1.1%	AAA / Aaa / AAA
CARMAX AUTO OWNER TRUST	0.4%	AAA / Aaa / AAA
CHASE ISSURANCE	0.7%	AAA / NR / AAA
DISCOVER FINANCIAL SERVICES	1.0%	AAA / Aaa / AAA
FIFTH THIRD AUTO TRUST	0.7%	AAA / Aaa / NR
FORD CREDIT AUTO OWNER TRUST	0.5%	AAA / NR / AAA

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	15.5%	
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.9%	AAA / Aaa / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	1.1%	AAA / Aaa / AAA
HONDA AUTO RECEIVABLES	0.2%	NR / Aaa / AAA
HYUNDAI AUTO RECEIVABLES	1.3%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	1.4%	NR / Aaa / AAA
MERCEDES-BENZ AUTO RECEIVABLES	0.6%	AAA / Aaa / AAA
TOYOTA MOTOR CORP	0.6%	AAA / Aaa / AAA
USAA AUTO OWNER TRUST	0.7%	AAA / Aaa / NR
VOLKSWAGEN OF AMERICA	0.1%	AAA / Aaa / NR
WF CARD ISSUANCE TRUST	0.9%	AAA / Aaa / AAA
WORLD OMNI AUTO REC TRUST	0.1%	AAA / NR / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Portfolio Transactions

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/1/2024	4/4/2024	215,000.00	00724PAE9	ADOBE INC CORPORATE NOTES	4.85%	4/4/2027	214,892.50	4.87%	
4/15/2024	4/16/2024	1,250,000.00	91282CKG5	US TREASURY N/B NOTES	4.12%	3/31/2029	1,223,103.71	4.66%	
4/16/2024	4/23/2024	625,000.00	02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	624,871.88	5.23%	
4/23/2024	4/30/2024	295,000.00	3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	297,428.38	5.09%	
5/15/2024	5/17/2024	380,000.00	10373QBY5	BP CAP MARKETS AMERICA CORPORATE NOTES (	5.01%	11/17/2027	380,000.00	5.02%	
5/23/2024	5/24/2024	825,000.00	91282CKG5	US TREASURY N/B NOTES	4.12%	3/31/2029	815,390.14	4.54%	
5/29/2024	6/3/2024	305,000.00	90327QD97	USAA CAPITAL CORP CORPORATE NOTES	5.25%	6/1/2027	304,118.55	5.36%	
6/5/2024	6/13/2024	675,000.00	3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	676,078.66	4.80%	
6/6/2024	6/7/2024	700,000.00	91282CKT7	US TREASURY N/B NOTES	4.50%	5/31/2029	707,000.90	4.29%	
6/10/2024	6/11/2024	500,000.00	91282CKT7	US TREASURY N/B NOTES	4.50%	5/31/2029	501,184.04	4.48%	
6/18/2024	6/25/2024	235,000.00	50117DAC0	KCOT 2024-2A A3	5.26%	11/15/2028	234,994.36	5.26%	
Total BUY		6,005,000.00					5,979,063.12		0.00
INTEREST									
4/1/2024	4/1/2024	150,000.00	05565ECA1	BMW US CAPITAL LLC (CALLABLE) CORP NOTES	3.45%	4/1/2027	2,587.50		
4/1/2024	4/1/2024	110,000.00	12189LAV3	BURLINGTN NORTH SANTA FE CORP NOTES (CAL	3.00%	4/1/2025	1,650.00		
4/1/2024	4/25/2024	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
4/1/2024	4/25/2024	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2024	4/25/2024	650,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	2,567.50		
4/1/2024	4/25/2024	282,776.58	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	1,242.33		
4/1/2024	4/25/2024	330,000.00	3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	1,257.30		
4/1/2024	4/25/2024	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
4/1/2024	4/25/2024	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
4/1/2024	4/25/2024	265,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	1,104.17		
4/1/2024	4/25/2024	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
4/1/2024	4/25/2024	550,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	1,920.42		
4/1/2024	4/25/2024	170,495.27	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	383.90		
4/1/2024	4/25/2024	650,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	2,518.75		
4/1/2024	4/25/2024	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
4/1/2024	4/25/2024	255,311.39	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	672.57		
4/1/2024	4/25/2024	358,025.85	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	912.64		
4/1/2024	4/25/2024	235,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	992.68		
4/1/2024	4/25/2024	450,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	1,818.75		
4/1/2024	4/25/2024	360,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	1,458.00		
4/1/2024	4/25/2024	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2024	4/25/2024	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
4/1/2024	4/25/2024	500,000.00	3137H14B9	FHMS K743 A2	1.77%	5/1/2028	737.50		
4/1/2024	4/25/2024	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		
4/1/2024	4/25/2024	238,230.79	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	664.47		
4/1/2024	4/25/2024	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
4/1/2024	4/25/2024	400,000.00	3137FNWX4	FHMS K736 A2	2.28%	7/1/2026	760.67		
4/1/2024	4/25/2024	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
4/15/2024	4/15/2024	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
4/15/2024	4/15/2024	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
4/15/2024	4/15/2024	55,000.00	539830BU2	LOCKHEED MARTIN CORP NOTES (CALLABLE)	4.95%	10/15/2025	1,361.25		
4/15/2024	4/15/2024	6,024.31	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1.71		
4/15/2024	4/15/2024	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	770.00		
4/15/2024	4/15/2024	520,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	2,418.00		
4/15/2024	4/15/2024	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
4/15/2024	4/15/2024	125,218.27	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	319.31		
4/15/2024	4/15/2024	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	1,137.50		
4/15/2024	4/15/2024	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2024	4/15/2024	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,869.29		
4/15/2024	4/15/2024	66,829.14	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	45.11		
4/15/2024	4/15/2024	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,034.87		
4/15/2024	4/15/2024	55,886.78	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	33.07		
4/15/2024	4/15/2024	130,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	600.17		
4/15/2024	4/15/2024	650,000.00	92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	3,924.56		
4/15/2024	4/15/2024	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
4/15/2024	4/15/2024	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
4/15/2024	4/15/2024	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	639.33		
4/15/2024	4/15/2024	71,854.83	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	32.93		
4/15/2024	4/15/2024	5,726.62	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	2.39		
4/15/2024	4/15/2024	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		
4/15/2024	4/15/2024	200,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	923.33		
4/15/2024	4/15/2024	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,082.96		
4/15/2024	4/15/2024	195,000.00	50117BAC4	KCOT 2024-1A A3	5.19%	7/17/2028	843.38		
4/15/2024	4/15/2024	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	871.67		
4/15/2024	4/15/2024	39,914.89	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	24.61		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2024	4/15/2024	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
4/15/2024	4/15/2024	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.13		
4/15/2024	4/15/2024	230,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	918.08		
4/15/2024	4/15/2024	460,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	2,200.33		
4/15/2024	4/15/2024	250,000.00	91282CGV7	US TREASURY NOTES	3.75%	4/15/2026	4,687.50		
4/15/2024	4/15/2024	465,000.00	41285YAC9	HDMOT 2023-B A3	5.69%	8/15/2028	2,204.88		
4/15/2024	4/15/2024	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
4/15/2024	4/15/2024	31,040.41	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	13.45		
4/15/2024	4/15/2024	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
4/15/2024	4/15/2024	475,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	2,188.96		
4/15/2024	4/15/2024	55,749.34	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	35.77		
4/15/2024	4/15/2024	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	1,528.58		
4/15/2024	4/15/2024	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
4/15/2024	4/15/2024	520,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	1,993.33		
4/15/2024	4/15/2024	61,061.14	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	28.50		
4/15/2024	4/15/2024	11,038.01	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3.50		
4/15/2024	4/15/2024	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2024	4/15/2024	230,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	954.50		
4/15/2024	4/15/2024	148,170.64	448977AD0	HART 2022-A A3	2.22%	10/15/2026	274.12		
4/16/2024	4/16/2024	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	635.83		
4/16/2024	4/16/2024	51,496.68	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	54.07		
4/16/2024	4/16/2024	46,737.06	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	26.48		
4/16/2024	4/16/2024	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
4/16/2024	4/16/2024	215,000.00	379930AD2	GMCAR 2023-4 A3	5.78%	8/16/2028	1,035.58		
4/20/2024	4/20/2024	64,405.92	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	54.74		
4/21/2024	4/21/2024	115,000.00	438123AC5	HAROT 2023-4 A3	5.67%	6/21/2028	543.38		
4/24/2024	4/24/2024	110,000.00	06406RAL1	BANK OF NY MELLON CORP	2.10%	10/24/2024	1,155.00		
4/24/2024	4/24/2024	115,000.00	06406RAN7	BANK OF NY MELLON (CALLABLE) CORP NOTES	1.60%	4/24/2025	920.00		
4/24/2024	4/24/2024	225,000.00	06051GJK6	BANK OF AMERICA CORP (CALLABLE) CORPORAT	1.19%	10/24/2026	1,346.63		
4/25/2024	4/25/2024	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	524.21		
4/26/2024	4/26/2024	100,000.00	46647PCZ7	JPMORGAN CHASE & CO (CALLABLE) CORPORATE	4.08%	4/26/2026	2,040.00		
4/26/2024	4/26/2024	325,000.00	06406RBQ9	BANK OF NY MELLON CORP NOTES (CALLABLE)	4.94%	4/26/2027	8,038.88		
4/28/2024	4/28/2024	110,000.00	89788MAJ1	TRUIST FINANCIAL CORP NOTES (CALLABLE)	5.90%	10/28/2026	3,245.00		
4/28/2024	4/28/2024	105,000.00	693475BH7	PNC FINANCIAL SERVICES CORP NOTE (CALLAB	5.67%	10/28/2025	2,977.28		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/30/2024	4/30/2024	30,000.00	63743HFF4	NATIONAL RURAL UTIL COOP CORPORATE NOTES	5.45%	10/30/2025	817.50		
4/30/2024	4/30/2024	500,000.00	91282CDG3	US TREASURY NOTES	1.12%	10/31/2026	2,812.50		
4/30/2024	4/30/2024	325,000.00	91282CEN7	US TREASURY NOTES	2.75%	4/30/2027	4,468.75		
5/1/2024	5/1/2024	70,000.00	17252MAP5	CINTAS CORPORATION NO. 2 CORP NOTE (CALL	3.45%	5/1/2025	1,207.50		
5/1/2024	5/1/2024	250,000.00	46647PAF3	JPMORGAN CHASE & CORP NOTES (CALLABLE)	3.54%	5/1/2028	4,425.00		
5/1/2024	5/1/2024	150,000.00	90327QD89	USAA CAPITAL CORP CORPORATE NOTES	3.37%	5/1/2025	2,531.25		
5/1/2024	5/25/2024	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
5/1/2024	5/25/2024	235,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	992.68		
5/1/2024	5/25/2024	295,000.00	3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	1,273.42		
5/1/2024	5/25/2024	299,817.33	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	831.74		
5/1/2024	5/25/2024	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
5/1/2024	5/25/2024	237,776.66	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	663.20		
5/1/2024	5/25/2024	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		
5/1/2024	5/25/2024	550,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	1,920.42		
5/1/2024	5/25/2024	650,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	2,518.75		
5/1/2024	5/25/2024	282,445.87	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	1,240.88		
5/1/2024	5/25/2024	650,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	2,567.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2024	5/25/2024	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
5/1/2024	5/25/2024	324,900.87	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	814.96		
5/1/2024	5/25/2024	255,069.51	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	650.26		
5/1/2024	5/25/2024	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		
5/1/2024	5/25/2024	400,000.00	3137FNWX4	FHMS K736 A2	2.28%	7/1/2026	760.67		
5/1/2024	5/25/2024	158,339.28	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	356.53		
5/1/2024	5/25/2024	360,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	1,458.00		
5/1/2024	5/25/2024	265,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	1,104.17		
5/1/2024	5/25/2024	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
5/1/2024	5/25/2024	500,000.00	3137H14B9	FHMS K743 A2	1.77%	5/1/2028	737.50		
5/1/2024	5/25/2024	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		
5/1/2024	5/25/2024	330,000.00	3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	1,257.30		
5/1/2024	5/25/2024	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
5/1/2024	5/25/2024	357,551.79	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	882.03		
5/1/2024	5/25/2024	450,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	1,818.75		
5/1/2024	5/25/2024	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
5/3/2024	5/3/2024	325,000.00	65558UYF3	NORDEA BANK ABP NEW YORK CERT DEPOS	5.53%	11/3/2025	8,986.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/4/2024	5/4/2024	325,000.00	427866BH0	HERSHEY COMPANY CORP NOTES CALLABLE	4.25%	5/4/2028	6,906.25		
5/4/2024	5/4/2024	45,000.00	857477BX0	STATE STREET CORP NOTES (CALLABLE)	5.75%	11/4/2026	1,293.98		
5/10/2024	5/10/2024	60,000.00	713448FW3	PEPSICO INC CORPORATE NOTES (CALLABLE)	5.12%	11/10/2026	1,537.50		
5/10/2024	5/10/2024	150,000.00	665859AW4	NORTHERN TRUST CORP NOTE (CALLABLE)	4.00%	5/10/2027	3,000.00		
5/11/2024	5/11/2024	250,000.00	037833CR9	APPLE INC CORP NOTES (CALLABLE)	3.20%	5/11/2027	4,000.00		
5/13/2024	5/13/2024	255,000.00	771196CE0	ROCHE HOLDINGS INC CORP NOTE (CALLABLE)	5.26%	11/13/2026	6,712.88		
5/13/2024	5/13/2024	115,000.00	63743HFK3	NATIONAL RURAL COOP CORPORATE NOTES (CAL	5.60%	11/13/2026	3,416.78		
5/15/2024	5/15/2024	7,993.27	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	2.53		
5/15/2024	5/15/2024	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,082.96		
5/15/2024	5/15/2024	26,694.06	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	11.57		
5/15/2024	5/15/2024	460,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	2,200.33		
5/15/2024	5/15/2024	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
5/15/2024	5/15/2024	130,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	600.17		
5/15/2024	5/15/2024	65,706.89	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	30.12		
5/15/2024	5/15/2024	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	871.67		
5/15/2024	5/15/2024	3,000,000.00	912828U24	US TREASURY NOTES	2.00%	11/15/2026	30,000.00		
5/15/2024	5/15/2024	275,000.00	369550BC1	GENERAL DYNAMICS CORP NOTES (CALLABLE)	3.75%	5/15/2028	5,156.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2024	5/15/2024	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
5/15/2024	5/15/2024	230,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	954.50		
5/15/2024	5/15/2024	35,852.23	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	22.11		
5/15/2024	5/15/2024	50,993.72	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	30.17		
5/15/2024	5/15/2024	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
5/15/2024	5/15/2024	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		
5/15/2024	5/15/2024	250,000.00	91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE) CORPOR	1.15%	5/15/2026	1,437.50		
5/15/2024	5/15/2024	61,426.68	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	41.46		
5/15/2024	5/15/2024	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	1,528.58		
5/15/2024	5/15/2024	520,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	2,418.00		
5/15/2024	5/15/2024	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		
5/15/2024	5/15/2024	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
5/15/2024	5/15/2024	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
5/15/2024	5/15/2024	520,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	1,993.33		
5/15/2024	5/15/2024	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
5/15/2024	5/15/2024	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,034.87		
5/15/2024	5/15/2024	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2024	5/15/2024	650,000.00	92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	2,675.83		
5/15/2024	5/15/2024	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	639.33		
5/15/2024	5/15/2024	54,399.41	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	25.39		
5/15/2024	5/15/2024	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	770.00		
5/15/2024	5/15/2024	51,233.33	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	32.87		
5/15/2024	5/15/2024	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.13		
5/15/2024	5/15/2024	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,869.29		
5/15/2024	5/15/2024	200,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	923.33		
5/15/2024	5/15/2024	230,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	918.08		
5/15/2024	5/15/2024	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
5/15/2024	5/15/2024	137,313.57	448977AD0	HART 2022-A A3	2.22%	10/15/2026	254.03		
5/15/2024	5/15/2024	2,666.45	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	1.11		
5/15/2024	5/15/2024	195,000.00	50117BAC4	KCOT 2024-1A A3	5.19%	7/17/2028	843.38		
5/15/2024	5/15/2024	161,381.71	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	359.07		
5/15/2024	5/15/2024	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		
5/15/2024	5/15/2024	475,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	2,188.96		
5/15/2024	5/15/2024	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	1,137.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2024	5/15/2024	625,000.00	02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,997.57		
5/15/2024	5/15/2024	115,092.35	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	293.49		
5/15/2024	5/15/2024	4,883.05	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1.38		
5/15/2024	5/15/2024	465,000.00	41285YAC9	HDMOT 2023-B A3	5.69%	8/15/2028	2,204.88		
5/16/2024	5/16/2024	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
5/16/2024	5/16/2024	215,000.00	379930AD2	GMCAR 2023-4 A3	5.78%	8/16/2028	1,035.58		
5/16/2024	5/16/2024	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	635.83		
5/16/2024	5/16/2024	47,615.44	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	50.00		
5/16/2024	5/16/2024	43,054.71	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	24.40		
5/20/2024	5/20/2024	58,404.01	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	49.64		
5/21/2024	5/21/2024	115,000.00	438123AC5	HAROT 2023-4 A3	5.67%	6/21/2028	543.38		
5/25/2024	5/25/2024	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	524.21		
5/31/2024	5/31/2024	300,000.00	91282CDK4	US TREASURY NOTES	1.25%	11/30/2026	1,875.00		
5/31/2024	5/31/2024	215,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	403.13		
5/31/2024	5/31/2024	100,000.00	91282CCF6	US TREASURY NOTES	0.75%	5/31/2026	375.00		
5/31/2024	5/31/2024	1,000,000.00	91282CHE4	US TREASURY NOTES	3.62%	5/31/2028	18,125.00		
5/31/2024	5/31/2024	725,000.00	91282CET4	US TREASURY NOTES	2.62%	5/31/2027	9,515.63		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/31/2024	5/31/2024	625,000.00	91282CFZ9	US TREASURY NOTES	3.87%	11/30/2027	12,109.38		
6/1/2024	6/25/2024	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
6/1/2024	6/25/2024	500,000.00	3137H14B9	FHMS K743 A2	1.77%	5/1/2028	737.50		
6/1/2024	6/25/2024	550,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	1,920.42		
6/1/2024	6/25/2024	700,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,811.08		
6/1/2024	6/25/2024	282,024.68	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	1,239.03		
6/1/2024	6/25/2024	400,000.00	3137FNWX4	FHMS K736 A2	2.28%	7/1/2026	760.67		
6/1/2024	6/25/2024	300,000.00	3137BRQJ7	FHMS K057 A2	2.57%	7/1/2026	642.50		
6/1/2024	6/25/2024	235,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	992.68		
6/1/2024	6/25/2024	324,236.32	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	813.29		
6/1/2024	6/25/2024	299,193.87	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	830.01		
6/1/2024	6/25/2024	650,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	2,518.75		
6/1/2024	6/25/2024	600,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,621.50		
6/1/2024	6/25/2024	450,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	994.87		
6/1/2024	6/25/2024	525,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	1,200.94		
6/1/2024	6/25/2024	237,292.22	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	661.85		
6/1/2024	6/25/2024	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2024	6/25/2024	650,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	2,567.50		
6/1/2024	6/25/2024	254,808.66	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	671.25		
6/1/2024	6/25/2024	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
6/1/2024	6/25/2024	360,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	1,458.00		
6/1/2024	6/25/2024	330,000.00	3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	1,257.30		
6/1/2024	6/25/2024	295,000.00	3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	1,273.42		
6/1/2024	6/25/2024	158,084.66	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	355.95		
6/1/2024	6/25/2024	700,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	2,000.83		
6/1/2024	6/25/2024	265,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	1,104.17		
6/1/2024	6/25/2024	357,042.71	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	910.14		
6/1/2024	6/25/2024	450,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	1,818.75		
6/4/2024	6/4/2024	250,000.00	17325FBC1	CITIBANK NA CORP NOTES (CALLABLE)	5.48%	12/4/2026	6,860.00		
6/5/2024	6/5/2024	225,000.00	53522KAB9	LINDE INC/CT CORPORATE NOTES (CALLABLE)	4.70%	12/5/2025	5,287.50		
6/8/2024	6/8/2024	400,000.00	48125LRU8	JP MORGAN CORP NOTES (CALLABLE)	5.11%	12/8/2026	10,220.00		
6/11/2024	6/11/2024	400,000.00	94988J6F9	WELLS FARGO CORP NOTES (CALLABLE)	5.25%	12/11/2026	10,508.00		
6/15/2024	6/15/2024	230,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	954.50		
6/15/2024	6/15/2024	520,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	2,418.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2024	6/15/2024	140,000.00	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	639.33		
6/15/2024	6/15/2024	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		
6/15/2024	6/15/2024	152,139.32	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	338.51		
6/15/2024	6/15/2024	32,084.30	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	19.79		
6/15/2024	6/15/2024	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	697.50		
6/15/2024	6/15/2024	126,763.56	448977AD0	HART 2022-A A3	2.22%	10/15/2026	234.51		
6/15/2024	6/15/2024	55,847.99	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	37.70		
6/15/2024	6/15/2024	270,000.00	891941AD8	TAOT 2023-B A3	4.71%	2/15/2028	1,059.75		
6/15/2024	6/15/2024	200,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	871.67		
6/15/2024	6/15/2024	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
6/15/2024	6/15/2024	30,000.00	63743HFE7	NATIONAL RURAL UTIL COOP CORPORATE NOTES	3.45%	6/15/2025	517.50		
6/15/2024	6/15/2024	220,000.00	448979AD6	HART 2023-A A3	4.58%	4/15/2027	839.67		
6/15/2024	6/15/2024	460,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	2,200.33		
6/15/2024	6/15/2024	130,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	600.17		
6/15/2024	6/15/2024	255,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	1,034.87		
6/15/2024	6/15/2024	59,915.53	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	27.46		
6/15/2024	6/15/2024	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2024	6/15/2024		459058KJ1	INTL BK RECON & DEVELOP NOTES	3.12%	6/15/2027	4,298.25		
6/15/2024	6/15/2024	235,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,082.96		
6/15/2024	6/15/2024	175,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	770.00		
6/15/2024	6/15/2024	455,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	1,869.29		
6/15/2024	6/15/2024	250,000.00	02007WAC2	ALLYA 2023-1 A3	5.46%	5/15/2028	1,137.50		
6/15/2024	6/15/2024	475,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	2,188.96		
6/15/2024	6/15/2024	22,598.32	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	9.79		
6/15/2024	6/15/2024	47,036.32	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	30.18		
6/15/2024	6/15/2024	465,000.00	41285YAC9	HDMOT 2023-B A3	5.69%	8/15/2028	2,204.88		
6/15/2024	6/15/2024	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
6/15/2024	6/15/2024	520,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	1,993.33		
6/15/2024	6/15/2024	105,893.62	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	270.03		
6/15/2024	6/15/2024	5,116.27	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	1.62		
6/15/2024	6/15/2024	230,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	918.08		
6/15/2024	6/15/2024	195,000.00	50117BAC4	KCOT 2024-1A A3	5.19%	7/17/2028	843.38		
6/15/2024	6/15/2024	625,000.00	02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	2,723.96		
6/15/2024	6/15/2024	47,821.63	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	22.32		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2024	6/15/2024	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
6/15/2024	6/15/2024	200,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	923.33		
6/15/2024	6/15/2024	415,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	1,528.58		
6/15/2024	6/15/2024	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	1,004.00		
6/15/2024	6/15/2024	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	967.92		
6/15/2024	6/15/2024	3,818.32	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1.08		
6/15/2024	6/15/2024	46,220.67	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	27.35		
6/15/2024	6/15/2024	650,000.00	92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	2,675.83		
6/15/2024	6/15/2024	225,000.00	254683CY9	DCENT 2023-A1 A	4.31%	3/15/2028	808.13		
6/16/2024	6/16/2024	180,000.00	362583AD8	GMCAR 2023-2 A3	4.47%	2/16/2028	670.50		
6/16/2024	6/16/2024	140,000.00	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	635.83		
6/16/2024	6/16/2024	215,000.00	379930AD2	GMCAR 2023-4 A3	5.78%	8/16/2028	1,035.58		
6/16/2024	6/16/2024	39,382.36	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	22.32		
6/16/2024	6/16/2024	43,991.35	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	46.19		
6/20/2024	6/20/2024	52,257.74	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	44.42		
6/21/2024	6/21/2024	115,000.00	438123AC5	HAROT 2023-4 A3	5.67%	6/21/2028	543.38		
6/25/2024	6/25/2024	115,000.00	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	524.21		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/30/2024	6/30/2024	325,000.00	91282CDQ1	US TREASURY NOTES	1.25%	12/31/2026	2,031.25		
6/30/2024	6/30/2024	1,600,000.00	91282CJR3	US TREASURY N/B NOTES	3.75%	12/31/2028	30,000.00		
6/30/2024	6/30/2024	3,000,000.00	91282CGC9	US TREASURY NOTES	3.87%	12/31/2027	58,125.00		
6/30/2024	6/30/2024	750,000.00	91282CEW7	US TREASURY NOTES	3.25%	6/30/2027	12,187.50		
Total INTEREST		81,790,176.53					527,474.49		0.00
MATURITY									
5/1/2024	5/1/2024	125,000.00	172967MX6	CITIGROUP INC CORPORATE NOTES (CALLED,OM	0.98%	5/1/2024	125,613.13		
6/1/2024	6/1/2024	135,000.00	46647PCH7	JPMORGAN CHASE CORP NOTES (CALLED, OMD 6	0.82%	6/1/2024	135,556.20		
Total MATURITY		260,000.00					261,169.33		0.00
PAYDOWNS									
4/1/2024	4/25/2024	182.67	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	182.67		
4/1/2024	4/25/2024	241.88	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	241.88		
4/1/2024	4/25/2024	474.06	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	474.06		
4/1/2024	4/25/2024	12,155.99	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	12,155.99		
4/1/2024	4/25/2024	330.71	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	330.71		
4/1/2024	4/25/2024	99.13	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	99.13		
4/1/2024	4/25/2024	454.13	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	454.13		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/15/2024	4/15/2024	4,893.06	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	4,893.06		
4/15/2024	4/15/2024	5,402.46	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	5,402.46		
4/15/2024	4/15/2024	8,618.29	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	8,618.29		
4/15/2024	4/15/2024	4,346.35	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	4,346.35		
4/15/2024	4/15/2024	3,060.17	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,060.17		
4/15/2024	4/15/2024	4,516.01	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	4,516.01		
4/15/2024	4/15/2024	6,147.94	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	6,147.94		
4/15/2024	4/15/2024	4,062.66	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	4,062.66		
4/15/2024	4/15/2024	3,044.74	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3,044.74		
4/15/2024	4/15/2024	10,857.07	448977AD0	HART 2022-A A3	2.22%	10/15/2026	10,857.07		
4/15/2024	4/15/2024	10,125.92	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	10,125.92		
4/15/2024	4/15/2024	6,661.73	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	6,661.73		
4/15/2024	4/15/2024	1,141.26	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,141.26		
4/16/2024	4/16/2024	3,682.35	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	3,682.35		
4/16/2024	4/16/2024	3,881.24	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	3,881.24		
4/20/2024	4/20/2024	6,001.91	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	6,001.91		
5/1/2024	5/25/2024	664.55	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	664.55		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
5/1/2024	5/25/2024	623.46	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	623.46		
5/1/2024	5/25/2024	509.08	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	509.08		
5/1/2024	5/25/2024	260.85	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	260.85		
5/1/2024	5/25/2024	484.44	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	484.44		
5/1/2024	5/25/2024	421.19	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	421.19		
5/1/2024	5/25/2024	254.62	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	254.62		
5/15/2024	5/15/2024	3,767.93	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	3,767.93		
5/15/2024	5/15/2024	5,791.36	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	5,791.36		
5/15/2024	5/15/2024	4,095.74	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	4,095.74		
5/15/2024	5/15/2024	5,578.69	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	5,578.69		
5/15/2024	5/15/2024	6,577.78	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	6,577.78		
5/15/2024	5/15/2024	9,198.73	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	9,198.73		
5/15/2024	5/15/2024	4,197.01	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	4,197.01		
5/15/2024	5/15/2024	4,773.05	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	4,773.05		
5/15/2024	5/15/2024	10,550.01	448977AD0	HART 2022-A A3	2.22%	10/15/2026	10,550.01		
5/15/2024	5/15/2024	1,064.73	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,064.73		
5/15/2024	5/15/2024	2,666.45	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	2,666.45		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
5/15/2024	5/15/2024	9,242.39	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	9,242.39		
5/15/2024	5/15/2024	2,877.00	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	2,877.00		
5/16/2024	5/16/2024	3,624.09	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	3,624.09		
5/16/2024	5/16/2024	3,672.35	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	3,672.35		
5/20/2024	5/20/2024	6,146.27	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	6,146.27		
6/1/2024	6/25/2024	631.32	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	631.32		
6/1/2024	6/25/2024	335.10	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	335.10		
6/1/2024	6/25/2024	238.18	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	238.18		
6/1/2024	6/25/2024	452.58	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	452.58		
6/1/2024	6/25/2024	592.85	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	592.84		
6/1/2024	6/25/2024	570.29	3136AY6X6	FNA 2017-M15 A2	2.96%	9/1/2027	570.29		
6/1/2024	6/25/2024	243.76	3136AX7E9	FNA 2017-M12 A2	3.05%	6/1/2027	243.76		
6/15/2024	6/15/2024	4,589.91	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	4,589.91		
6/15/2024	6/15/2024	3,733.52	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	3,733.52		
6/15/2024	6/15/2024	9,491.04	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	9,491.04		
6/15/2024	6/15/2024	4,211.07	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	4,211.07		
6/15/2024	6/15/2024	2,864.23	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	2,864.23		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/15/2024	6/15/2024	8,996.39	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	8,996.39		
6/15/2024	6/15/2024	10,483.09	448977AD0	HART 2022-A A3	2.22%	10/15/2026	10,483.09		
6/15/2024	6/15/2024	1,118.74	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,118.74		
6/15/2024	6/15/2024	5,984.70	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	5,984.70		
6/15/2024	6/15/2024	5,401.47	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	5,401.47		
6/15/2024	6/15/2024	4,000.37	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	4,000.37		
6/15/2024	6/15/2024	6,592.16	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	6,592.16		
6/16/2024	6/16/2024	3,805.21	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	3,805.21		
6/16/2024	6/16/2024	3,601.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	3,601.00		
6/20/2024	6/20/2024	5,941.86	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	5,941.86		
Total PAYDOWNS		271,302.34					271,302.33		0.00
SELL									
4/2/2024	4/4/2024	125,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	117,652.61		-6,617.80
4/4/2024	4/4/2024	5,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	4,706.30		-264.52
4/15/2024	4/16/2024	325,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	304,359.63		-19,459.22
4/15/2024	4/16/2024	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	372,609.59		-22,242.98
4/15/2024	4/16/2024	290,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/2025	277,831.84		-12,922.69

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
4/15/2024	4/16/2024	270,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	253,877.65		-14,610.76
4/17/2024	4/22/2024	375,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	351,624.28		-22,045.86
4/22/2024	4/23/2024	25,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/2025	23,289.82		-1,564.10
4/22/2024	4/23/2024	125,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	116,284.34		-8,813.47
4/23/2024	4/23/2024	25,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	23,259.80		-1,759.76
4/26/2024	4/29/2024	75,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	69,795.72		-4,822.65
4/26/2024	4/29/2024	150,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	139,591.44		-10,536.24
4/30/2024	4/30/2024	10,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	9,301.12		-648.21
5/13/2024	5/15/2024	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	93,411.72		-1,578.72
5/17/2024	5/21/2024	25,000.00	194162AM5	COLGATE-PALMOLIVE CO CORPORATE NOTES	3.10%	8/15/2025	24,632.17		-565.09
5/23/2024	5/24/2024	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	749,857.58		-44,945.22
5/31/2024	6/3/2024	215,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	200,771.26		-12,894.82
5/31/2024	6/3/2024	25,000.00	91282CBC4	US TREASURY NOTES	0.37%	12/31/2025	23,300.66		-1,707.65
6/6/2024	6/7/2024	450,000.00	91282CGE5	US TREASURY NOTES	3.87%	1/15/2026	450,113.19		-6,718.53
6/6/2024	6/7/2024	275,000.00	91282CBC4	US TREASURY NOTES	0.37%	12/31/2025	257,027.61		-18,077.54
6/10/2024	6/11/2024	45,000.00	63743HFC1	NATIONAL RURAL UTIL COOP CORPORATE NOTES	1.87%	2/7/2025	44,211.08		-1,079.25
6/10/2024	6/11/2024	225,000.00	91282CGE5	US TREASURY NOTES	3.87%	1/15/2026	224,704.16		-3,019.45

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
6/10/2024	6/11/2024	55,000.00	539830BU2	LOCKHEED MARTIN CORP NOTES (CALLABLE)	4.95%	10/15/2025	55,202.40		-150.30
6/10/2024	6/11/2024	300,000.00	91282CGE5	US TREASURY NOTES	3.87%	1/15/2026	299,605.56		-5,076.97
6/10/2024	6/11/2024	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	278,041.19		-16,970.18
6/10/2024	6/11/2024	125,000.00	931142EW9	WALMART INC CORPORATE NOTES	3.90%	9/9/2025	124,388.33		-1,821.17
6/24/2024	6/25/2024	55,000.00	91282CGE5	US TREASURY NOTES	3.87%	1/15/2026	55,129.97		-622.59
Total SELL		5,175,000.00					4,944,581.02		-241,535.74

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	1,720,000.00	AA+	Aaa	2/6/2023	2/7/2023	1,708,443.75	4.12	30,761.54	1,713,936.47	1,694,200.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	313.19	198,974.69	186,343.76
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	501.36	298,934.76	279,281.25
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	725,000.00	AA+	Aaa	9/2/2021	9/7/2021	718,542.97	0.70	1,211.62	722,602.80	674,929.69
US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026	91282CGV7	250,000.00	AA+	Aaa	4/21/2023	4/24/2023	249,023.44	3.89	1,972.34	249,413.35	245,507.80
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	100,000.00	AA+	Aaa	6/3/2021	6/8/2021	99,566.41	0.84	63.52	99,833.29	92,734.38
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	200,000.00	AA+	Aaa	9/8/2022	9/13/2022	185,492.19	3.50	1,129.12	192,148.36	187,156.24
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	225,000.00	AA+	Aaa	10/7/2021	10/12/2021	223,444.34	1.02	494.88	224,295.92	207,070.31
US TREASURY NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	225,000.00	AA+	Aaa	11/15/2021	11/17/2021	223,611.33	1.25	426.46	224,345.97	207,632.81
US TREASURY NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	275,000.00	AA+	Aaa	11/3/2021	11/4/2021	274,108.40	1.19	521.23	274,583.07	253,773.44
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	912828U24	3,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	2,811,445.31	3.80	7,663.04	2,881,795.43	2,822,812.50
US TREASURY NOTES DTD 11/30/2021 1.250% 11/30/2026	91282CDK4	300,000.00	AA+	Aaa	12/2/2021	12/7/2021	300,386.72	1.22	317.62	300,187.51	277,078.14
US TREASURY NOTES DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	325,000.00	AA+	Aaa	1/3/2022	1/6/2022	323,273.44	1.36	11.04	324,133.87	299,609.38
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	5,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	4,731,445.31	3.69	42,342.03	4,825,983.82	4,713,281.00
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	1,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	938,828.13	3.91	8,468.41	960,065.47	942,656.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	600,000.00	AA+	Aaa	4/14/2022	4/18/2022	592,851.56	2.76	3,770.49	596,034.36	568,687.50
US TREASURY NOTES DTD 04/30/2022 2.750% 04/30/2027	91282CEN7	325,000.00	AA+	Aaa	5/4/2022	5/6/2022	320,886.72	3.03	1,505.77	322,665.37	309,613.27
US TREASURY NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	375,000.00	AA+	Aaa	6/9/2022	6/10/2022	367,309.57	3.07	833.76	370,494.15	355,664.06
US TREASURY NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	350,000.00	AA+	Aaa	6/1/2022	6/6/2022	344,818.36	2.95	778.18	346,970.73	331,953.13
US TREASURY NOTES DTD 06/30/2022 3.250% 06/30/2027	91282CEW7	750,000.00	AA+	Aaa	6/1/2023	6/5/2023	733,623.05	3.83	66.24	737,943.21	723,750.00
US TREASURY NOTES DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	625,000.00	AA+	Aaa	12/28/2022	12/29/2022	622,265.63	3.97	2,051.31	623,102.53	613,085.94
US TREASURY NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	3,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	3,035,507.81	3.61	315.90	3,025,224.56	2,942,812.50
US TREASURY NOTES DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	2,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	1,987,109.38	3.64	29,230.77	1,990,754.07	1,936,875.00
US TREASURY NOTES DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	1,700,000.00	AA+	Aaa	12/8/2023	12/11/2023	1,684,128.91	4.24	22,728.26	1,686,219.65	1,673,968.75
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	1,000,000.00	AA+	Aaa	6/29/2023	6/30/2023	977,656.25	4.13	3,070.36	982,219.50	971,562.50
US TREASURY NOTES DTD 09/30/2023 4.625% 09/30/2028	91282CJA0	425,000.00	AA+	Aaa	10/2/2023	10/4/2023	423,572.27	4.70	4,940.92	423,763.82	428,585.94
US TREASURY N/B NOTES DTD 12/31/2023 3.750% 12/31/2028	91282CJR3	1,600,000.00	AA+	Aaa	1/4/2024	1/5/2024	1,584,062.50	3.97	163.04	1,585,490.86	1,559,500.00
US TREASURY N/B NOTES DTD 02/29/2024 4.250% 02/28/2029	91282CKD2	650,000.00	AA+	Aaa	3/19/2024	3/20/2024	648,121.09	4.32	9,233.36	648,217.17	647,156.25
US TREASURY N/B NOTES DTD 03/31/2024 4.125% 03/31/2029	91282CKG5	1,250,000.00	AA+	Aaa	4/15/2024	4/16/2024	1,220,849.61	4.66	12,961.07	1,221,942.08	1,237,500.00
US TREASURY N/B NOTES DTD 03/31/2024 4.125% 03/31/2029	91282CKG5	825,000.00	AA+	Aaa	5/23/2024	5/24/2024	810,369.14	4.54	8,554.30	810,650.01	816,750.00
US TREASURY N/B NOTES DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	500,000.00	AA+	Aaa	6/10/2024	6/11/2024	500,507.81	4.48	1,905.74	500,502.81	503,437.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	700,000.00	AA+	Aaa	6/6/2024	6/7/2024	706,398.44	4.29	2,668.03	706,322.70	704,812.50
Security Type Sub-Total		30,520,000.00					29,841,263.12	3.64	200,974.90	30,069,752.36	29,409,781.74
Supranational											
INTL BK RECON & DEVELOP NOTES DTD 07/19/2022 3.125% 06/15/2027	459058KJ1	275,000.00	AAA	Aaa	7/12/2022	7/19/2022	274,857.00	3.14	381.94	274,913.90	263,862.50
Security Type Sub-Total		275,000.00					274,857.00	3.14	381.94	274,913.90	263,862.50
Negotiable CD											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	325,000.00	A	A1	10/27/2022	10/31/2022	325,000.00	5.58	12,638.89	325,000.00	326,220.05
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	325,000.00	AA-	Aa3	11/2/2022	11/3/2022	325,000.00	5.53	2,895.57	325,000.00	325,077.35
NATIXIS NY BRANCH CERT DEPOS DTD 09/20/2023 5.610% 09/18/2026	63873QP65	500,000.00	A+	A1	9/18/2023	9/20/2023	500,000.00	5.61	22,206.25	500,000.00	503,740.00
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	525,000.00	A+	Aa3	2/1/2024	2/5/2024	525,000.00	4.76	10,204.25	525,000.00	524,712.83
Security Type Sub-Total		1,675,000.00					1,675,000.00	5.32	47,944.96	1,675,000.00	1,679,750.23
Municipal											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	AA-	A1	1/22/2021	2/4/2021	70,000.00	0.90	313.95	70,000.00	68,430.60
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	NR	NR	12/16/2020	12/23/2020	340,000.00	0.87	870.97	340,000.00	329,317.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal											
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	1,603.95	255,000.00	244,782.15
CA ST MUNICIPAL BONDS DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	265,000.00	AA-	Aa2	3/9/2023	3/15/2023	265,000.00	4.85	4,280.63	265,000.00	265,482.30
Security Type Sub-Total		930,000.00					930,000.00	2.14	7,069.50	930,000.00	908,012.25
Joint Powers Authority											
CAMP Pool		5,358.76	AAAm	NR			5,358.76		0.00	5,358.76	5,358.76
Security Type Sub-Total		5,358.76					5,358.76		0.00	5,358.76	5,358.76
Corporate											
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	70,000.00	A	A2	8/9/2021	8/12/2021	69,993.70	0.75	202.71	69,999.76	69,598.41
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	A	A1	1/21/2020	1/28/2020	110,484.00	2.00	429.92	110,032.15	108,761.95
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	580.00	80,508.61	78,261.60
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	138.00	20,025.73	19,560.54
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	345.00	50,064.32	48,901.35
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	85,000.00	BBB+	A2	3/1/2022	3/4/2022	84,914.15	2.29	621.56	84,980.73	83,158.65
HSBC USA INC CORPORATE NOTES DTD 03/17/2023 5.625% 03/17/2025	40428HVL3	275,000.00	A-	A2	3/9/2023	3/17/2023	274,532.50	5.72	4,468.75	274,834.36	275,075.90

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BURLINGTON NORTH SANTA FE CORP NOTES (CALL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	AA-	A3	3/5/2021	3/9/2021	118,429.30	1.07	825.00	111,112.62	108,032.65
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	342.44	115,493.19	111,596.81
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	70,000.00	A-	A3	4/26/2022	5/3/2022	69,984.60	3.46	402.50	69,995.72	68,879.23
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	150,000.00	AA	Aa1	5/23/2022	5/26/2022	149,509.50	3.49	843.75	149,860.77	147,540.15
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	30,000.00	A-	A2	4/27/2022	5/4/2022	29,991.90	3.46	46.00	29,997.52	29,415.78
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	240,000.00	A-	A3	7/20/2022	7/27/2022	240,000.00	4.00	4,106.67	240,000.00	236,615.76
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	150,000.00	AA-	Aa3	9/6/2022	9/13/2022	149,950.50	4.01	1,816.67	149,980.20	147,895.80
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	35,000.00	A	A2	9/12/2022	9/19/2022	34,987.40	4.01	412.22	34,994.91	34,466.67
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	105,000.00	A-	A3	10/25/2022	10/28/2022	105,000.00	5.67	1,042.05	105,000.00	104,617.28
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	30,000.00	A-	A2	10/20/2022	10/31/2022	29,959.80	5.50	277.04	29,982.16	30,007.02
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	225,000.00	A	A2	11/28/2022	12/5/2022	224,757.00	4.74	763.75	224,884.26	223,458.53
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	305,000.00	AA-	Aa2	1/4/2023	1/12/2023	305,000.00	4.97	7,110.35	305,000.00	303,508.55
CITIGROUP INC CORP NOTES (CALLABLE) DTD 01/25/2022 2.014% 01/25/2026	17327CAN3	60,000.00	BBB+	A3	1/18/2022	1/25/2022	60,000.00	2.01	523.64	60,000.00	58,574.34

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
STATE STREET CORP NOTES (CALLABLE) DTD 01/26/2023 4.857% 01/26/2026	857477BZ5	50,000.00	A	A1	1/23/2023	1/26/2023	50,000.00	4.86	1,045.60	50,000.00	49,686.05
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	75,000.00	A	A1	2/2/2022	2/7/2022	75,000.00	1.75	527.44	75,000.00	73,175.18
GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	462.18	140,044.33	135,381.96
PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	295,000.00	A+	A1	2/13/2023	2/15/2023	294,828.90	4.57	5,145.29	294,907.41	293,029.11
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/24/2022 2.595% 02/24/2026	46647PCV6	100,000.00	A-	A1	2/16/2022	2/24/2022	100,000.00	2.60	915.46	100,000.00	98,023.30
COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 03/13/2023 5.316% 03/13/2026	20271RAR1	500,000.00	AA-	Aa2	3/6/2023	3/13/2023	500,000.00	5.32	7,974.00	500,000.00	501,871.00
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	65,000.00	A-	A2	2/2/2023	2/9/2023	64,953.85	4.47	867.75	64,974.63	64,063.48
CITIGROUP INC CORP NOTES (CALLABLE) DTD 03/17/2022 3.290% 03/17/2026	172967NL1	65,000.00	BBB+	A3	3/10/2022	3/17/2022	65,000.00	3.29	617.79	65,000.00	63,864.00
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 03/30/2023 4.450% 03/30/2026	69371RS49	350,000.00	A+	A1	3/27/2023	3/30/2023	349,765.50	4.47	3,937.01	349,863.71	346,680.25
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	200,000.00	A	A1	2/17/2022	2/22/2022	204,026.00	2.38	1,466.62	200,967.38	195,570.80
JPMORGAN CHASE & CO (CALLABLE) CORPORATE DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	A-	A1	4/19/2022	4/26/2022	100,000.00	4.08	736.67	100,000.00	98,616.40
UNITEDHEALTH GROUP INC (CALLABLE) CORPOR DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	250,000.00	A+	A2	5/17/2021	5/19/2021	249,565.00	1.19	367.36	249,836.93	232,255.25

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	155,000.00	A-	A3	7/5/2023	7/7/2023	154,809.35	5.29	3,933.13	154,871.97	155,138.88
MORGAN STANLEY CORP NOTES DTD 07/25/2016 3.125% 07/27/2026	61761J3R8	175,000.00	A-	A1	12/2/2021	12/6/2021	184,782.50	1.86	2,339.41	179,365.74	167,682.55
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	105,000.00	A-	Baa1	7/25/2022	7/28/2022	105,000.00	4.26	1,901.03	105,000.00	103,338.06
STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	195,000.00	A	A1	7/31/2023	8/3/2023	195,000.00	5.27	4,226.39	195,000.00	195,009.36
WELLS FARGO BANK NA BANK NOTES (CALLABLE) DTD 08/09/2023 5.450% 08/07/2026	94988J6D4	250,000.00	A+	Aa2	8/3/2023	8/9/2023	249,782.50	5.48	5,450.00	249,847.51	250,355.00
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 08/14/2023 5.000% 08/14/2026	89236TKX2	275,000.00	A+	A1	8/9/2023	8/14/2023	274,667.25	5.04	5,232.64	274,765.01	274,249.80
HERSHEY COMPANY CORP NOTES (CALLABLE) DTD 08/09/2016 2.300% 08/15/2026	427866AX6	350,000.00	A	A1	1/26/2023	1/30/2023	326,788.00	4.34	3,041.11	336,087.16	330,252.30
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	450,000.00	A+	Aa1	8/14/2023	8/18/2023	450,000.00	5.53	9,186.98	450,000.00	452,817.45
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 09/08/2023 5.150% 09/08/2026	24422EXD6	300,000.00	A	A1	9/5/2023	9/8/2023	299,787.00	5.18	4,849.58	299,841.50	300,261.30
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 1.197% 10/24/2026	06051GJK6	225,000.00	A-	A1	12/2/2021	12/6/2021	219,908.25	1.68	501.24	222,586.92	211,913.78
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	110,000.00	A-	Baa1	10/26/2022	10/28/2022	110,000.00	5.90	1,135.75	110,000.00	110,205.48
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	45,000.00	A	A1	11/1/2022	11/4/2022	45,000.00	5.75	409.76	45,000.00	45,193.46

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
PEPSICO INC CORPORATE NOTES (CALLABLE) DTD 11/10/2023 5.125% 11/10/2026	713448FW3	60,000.00	A+	A1	11/8/2023	11/10/2023	59,983.80	5.13	435.63	59,987.06	60,230.28
NATIONAL RURAL COOP CORPORATE NOTES (CAL DTD 11/02/2023 5.600% 11/13/2026	63743HFK3	115,000.00	A-	A2	10/30/2023	11/2/2023	114,959.75	5.61	858.67	114,967.99	116,021.89
ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0	255,000.00	AA	Aa2	11/6/2023	11/13/2023	255,000.00	5.27	1,790.10	255,000.00	256,367.57
CITIBANK NA CORP NOTES (CALLABLE) DTD 12/04/2023 5.488% 12/04/2026	17325FBC1	250,000.00	A+	Aa3	11/27/2023	12/4/2023	250,000.00	5.49	1,029.00	250,000.00	251,085.75
JP MORGAN CORP NOTES (CALLABLE) DTD 12/08/2023 5.110% 12/08/2026	48125LRU8	400,000.00	A+	Aa2	12/5/2023	12/8/2023	400,000.00	5.11	1,305.89	400,000.00	399,619.20
WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	400,000.00	A+	Aa2	12/4/2023	12/11/2023	400,000.00	5.25	1,167.56	400,000.00	400,170.40
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/10/2020 2.350% 01/08/2027	02665WDJ7	250,000.00	A-	A3	2/6/2023	2/8/2023	230,772.50	4.51	2,823.26	237,616.41	233,862.00
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	45,000.00	A	A2	1/19/2022	1/24/2022	44,923.50	1.99	404.62	44,960.93	41,853.15
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	155,000.00	A	A2	1/28/2022	2/1/2022	154,446.65	2.03	1,393.71	154,716.14	144,160.85
PNC FINANCIAL SERVICES CORP NOTES (CALLA DTD 01/24/2023 4.758% 01/26/2027	693475BL8	40,000.00	A-	A3	1/19/2023	1/24/2023	40,000.00	4.76	819.43	40,000.00	39,526.20
MORGAN STANLEY CORPORATE NOTES (CALLABLE DTD 01/19/2023 5.050% 01/28/2027	61747YEZ4	200,000.00	A-	A1	1/17/2023	1/19/2023	199,996.00	5.05	4,292.50	199,997.44	198,342.60
TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	310,000.00	A+	Aa3	2/5/2024	2/8/2024	309,801.60	4.62	5,664.39	309,826.23	307,741.34

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	270,000.00	A+	A1	2/7/2024	2/9/2024	269,856.90	4.52	4,792.50	269,874.57	267,187.14
BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027	110122EE4	95,000.00	A	A2	2/14/2024	2/22/2024	94,897.40	4.94	1,668.04	94,908.84	94,944.14
CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027	17275RBQ4	305,000.00	AA-	A1	2/21/2024	2/26/2024	304,603.50	4.85	5,083.33	304,646.40	304,161.86
ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	175,000.00	A	A2	2/21/2024	2/26/2024	174,706.00	4.86	2,916.67	174,737.80	174,533.63
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.350% 03/08/2027	24422EWD7	125,000.00	A	A1	3/8/2022	3/10/2022	124,690.00	2.40	922.05	124,833.44	116,788.50
STATE STREET CORP NOTE (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	210,000.00	A	A1	3/13/2024	3/18/2024	210,000.00	4.99	2,999.96	210,000.00	209,387.01
HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027	440452AK6	150,000.00	A-	A1	3/5/2024	3/8/2024	149,854.50	4.83	2,260.00	149,868.43	149,110.35
BMW US CAPITAL LLC (CALLABLE) CORP NOTES DTD 04/01/2022 3.450% 04/01/2027	05565ECA1	150,000.00	A	A2	4/1/2022	4/5/2022	150,480.00	3.38	1,293.75	150,260.77	143,853.15
ADOBE INC CORPORATE NOTES DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	215,000.00	A+	A1	4/1/2024	4/4/2024	214,892.50	4.87	2,519.98	214,900.56	215,058.05
BANK OF NY MELLON CORP NOTES (CALLABLE) DTD 04/26/2023 4.947% 04/26/2027	06406RBQ9	325,000.00	A	A1	4/19/2023	4/26/2023	325,000.00	4.95	2,902.93	325,000.00	322,539.10
NORTHERN TRUST CORP NOTE (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	150,000.00	A+	A2	5/11/2022	5/13/2022	151,750.50	3.74	850.00	150,988.99	146,524.80
APPLE INC CORP NOTES (CALLABLE) DTD 05/11/2017 3.200% 05/11/2027	037833CR9	250,000.00	AA+	Aaa	5/23/2022	5/25/2022	247,552.50	3.42	1,111.11	248,589.85	239,487.75
USAA CAPITAL CORP CORPORATE NOTES DTD 06/03/2024 5.250% 06/01/2027	90327QD97	305,000.00	AA	Aa1	5/29/2024	6/3/2024	304,118.55	5.36	1,245.42	304,139.38	306,835.80

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	225,000.00	A-	A3	8/5/2022	8/9/2022	224,340.75	3.82	3,421.88	224,591.13	217,038.83
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	250,000.00	A	A2	2/6/2023	2/8/2023	234,095.00	4.34	2,080.56	238,916.71	233,652.25
BP CAP MARKETS AMERICA CORPORATE NOTES () DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	380,000.00	A-	A1	5/15/2024	5/17/2024	380,000.00	5.02	2,330.12	380,000.00	379,256.34
CITIGROUP INC CORP (CALLABLE) NOTES DTD 01/10/2017 3.887% 01/10/2028	172967LD1	175,000.00	BBB+	A3	6/12/2023	6/14/2023	165,800.25	5.19	3,231.07	167,908.87	168,254.28
TEXAS INSTRUMENTS INC CORP NOTE (CALLABL DTD 11/18/2022 4.600% 02/15/2028	882508BV5	115,000.00	A+	Aa3	5/11/2023	5/18/2023	117,764.60	4.04	1,998.44	117,099.02	114,053.09
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 11/02/2022 4.950% 02/15/2028	438516CJ3	225,000.00	A	A2	6/1/2023	6/5/2023	231,572.25	4.26	4,207.50	230,043.28	226,253.48
WELLS FARGO CORP NOTES (CALLABLE) DTD 03/24/2022 3.526% 03/24/2028	95000U2V4	250,000.00	BBB+	A1	6/1/2023	6/5/2023	235,302.50	4.91	2,375.15	238,587.23	237,989.75
JPMORGAN CHASE & CORP NOTES (CALLABLE) DTD 04/25/2017 3.540% 05/01/2028	46647PAF3	250,000.00	A-	A1	6/12/2023	6/14/2023	234,055.00	5.03	1,475.00	237,480.09	238,807.75
HERSHEY COMPANY CORP NOTES CALLABLE DTD 05/04/2023 4.250% 05/04/2028	427866BH0	325,000.00	A	A1	5/8/2023	5/10/2023	326,979.25	4.11	2,186.98	326,517.31	319,221.83
GENERAL DYNAMICS CORP NOTES (CALLABLE) DTD 05/11/2018 3.750% 05/15/2028	369550BC1	275,000.00	A-	A3	6/1/2023	6/5/2023	266,582.25	4.45	1,317.71	268,409.36	264,718.85
MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 08/03/2023 5.100% 08/03/2028	58769JAL1	475,000.00	A	A2	8/21/2023	8/23/2023	469,015.00	5.39	9,959.17	470,051.69	475,876.38
BMW US CAPITAL LLC CORP NOTES (CALLABLE) DTD 08/11/2023 5.050% 08/11/2028	05565ECE3	300,000.00	A	A2	8/11/2023	8/15/2023	297,564.00	5.24	5,891.67	297,992.94	300,101.10

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
COOPERAT RABOBANK UA/NY DTD 01/09/2024 4.800% 01/09/2029	21688ABC5	350,000.00	A+	Aa2	1/17/2024	1/19/2024	349,688.50	4.82	8,026.67	349,713.78	345,493.40
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/05/2024 4.850% 02/07/2029	63743HFN7	275,000.00	A-	A2	2/7/2024	2/9/2024	275,178.75	4.84	5,409.10	275,165.94	273,581.55
AIR PRODUCTS & CHEMICALS CORP NOTES (CAL DTD 02/08/2024 4.600% 02/08/2029	009158BH8	350,000.00	A	A2	2/8/2024	2/12/2024	349,751.50	4.62	6,395.28	349,768.71	346,620.75
Security Type Sub-Total		16,565,000.00					16,478,438.00	4.42	204,425.01	16,491,774.50	16,316,873.31
Agency CMBS											
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	298,601.02	AA+	Aaa	5/19/2022	5/24/2022	300,513.94	3.10	828.37	299,142.98	293,223.06
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	323,605.00	AA+	Aaa	8/11/2022	8/16/2022	319,041.66	3.53	811.71	322,018.70	316,042.07
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	150,000.00	AA+	Aaa	8/5/2022	8/10/2022	148,910.16	3.56	413.50	149,583.76	146,563.43
FHMS K052 A2 DTD 02/10/2016 3.151% 11/01/2025	3137BMTX4	250,000.00	AA+	Aaa	7/21/2022	7/26/2022	247,109.38	3.53	656.46	248,818.57	243,375.19
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	250,000.00	AA+	Aaa	8/4/2022	8/9/2022	247,119.14	3.36	623.96	248,766.71	242,511.05
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	275,000.00	AA+	Aaa	4/11/2023	4/14/2023	263,613.28	4.37	629.06	268,704.62	265,348.76
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	250,000.00	AA+	Aaa	3/1/2023	3/6/2023	235,429.69	4.96	571.88	242,248.93	241,226.14
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	157,846.48	AA+	Aaa	10/6/2022	10/12/2022	148,918.30	4.55	355.42	153,559.77	151,824.27
FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026	3137BRQJ7	300,000.00	AA+	Aaa	5/18/2023	5/23/2023	285,257.81	4.26	642.50	290,518.24	286,449.64
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	400,000.00	AA+	Aaa	10/5/2023	10/11/2023	371,140.63	5.13	760.67	378,805.49	380,136.28
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	450,000.00	AA+	Aaa	4/12/2023	4/17/2023	429,521.48	4.14	994.88	437,034.81	428,633.22

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	236,839.64	AA+	Aaa	5/19/2023	5/24/2023	229,549.41	4.31	660.59	231,892.49	228,289.79
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	700,000.00	AA+	Aaa	5/18/2023	5/23/2023	679,765.63	4.30	2,000.83	685,978.61	674,736.52
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	600,000.00	AA+	Aaa	6/12/2023	6/15/2023	573,585.94	4.51	1,621.50	580,866.01	573,745.35
FNA 2017-M12 A2 DTD 10/30/2017 3.059% 06/01/2027	3136AX7E9	254,564.90	AA+	Aaa	8/24/2023	8/29/2023	238,008.22	5.07	670.61	241,712.96	242,251.72
FNA 2017-M15 A2 DTD 12/29/2017 2.960% 09/01/2027	3136AY6X6	356,472.42	AA+	Aaa	8/24/2023	8/29/2023	331,951.01	4.96	908.69	337,093.14	338,155.57
FHMS K743 A2 DTD 06/30/2021 1.770% 05/01/2028	3137H14B9	500,000.00	AA+	Aaa	8/10/2023	8/15/2023	437,617.19	4.73	737.50	449,252.80	446,468.21
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	700,000.00	AA+	Aaa	7/13/2023	7/20/2023	706,991.60	4.59	2,811.08	705,627.10	697,915.69
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	550,000.00	AA+	Aaa	8/22/2023	8/25/2023	529,203.13	5.07	1,920.42	532,853.14	534,912.64
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	650,000.00	AA+	Aaa	10/11/2023	10/19/2023	635,741.60	5.26	2,567.50	637,615.05	646,164.16
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	281,689.58	AA+	Aaa	9/19/2023	9/28/2023	281,688.16	5.27	1,237.56	281,688.37	284,944.31
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	650,000.00	AA+	Aaa	9/7/2023	9/14/2023	640,384.55	4.99	2,518.75	641,799.91	644,240.40
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	450,000.00	AA+	Aaa	10/25/2023	10/31/2023	435,652.65	5.60	1,818.75	437,414.85	449,123.29
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	235,000.00	AA+	Aaa	11/14/2023	11/21/2023	234,320.62	5.14	992.68	234,397.02	236,406.83
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	360,000.00	AA+	Aaa	11/28/2023	12/7/2023	358,965.72	4.93	1,458.00	359,075.17	359,401.31
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	265,000.00	AA+	Aaa	12/11/2023	12/21/2023	267,474.57	4.78	1,104.17	267,232.11	265,986.92
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	330,000.00	AA+	Aaa	2/1/2024	2/8/2024	333,299.67	4.34	1,257.30	333,053.07	325,928.87
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	295,000.00	AA+	Aaa	4/23/2024	4/30/2024	296,197.41	5.09	1,273.42	296,160.23	298,886.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	675,000.00	AA+	Aaa	6/5/2024	6/13/2024	674,997.98	4.80	2,701.69	674,998.00	674,041.94
Security Type Sub-Total		11,194,619.04					10,881,970.53	4.64	35,549.45	10,967,912.61	10,916,933.51
ABS											
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	2,252.04	AAA	NR	4/20/2021	4/28/2021	2,251.80	0.38	0.38	2,251.97	2,246.37
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	41,229.47	NR	Aaa	7/20/2021	7/28/2021	41,227.91	0.56	10.26	41,228.97	40,577.10
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	2,699.58	AAA	NR	1/20/2021	1/27/2021	2,699.04	0.34	0.41	2,699.42	2,682.90
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	18,597.95	AAA	NR	4/13/2021	4/21/2021	18,593.93	0.52	4.30	18,596.59	18,395.20
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	41,630.76	AAA	NR	11/9/2021	11/15/2021	41,629.87	0.71	13.14	41,630.40	40,797.97
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	28,350.78	AAA	NR	11/9/2021	11/17/2021	28,344.45	0.75	9.32	28,348.14	27,858.43
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	53,930.83	AAA	Aaa	7/21/2021	7/28/2021	53,921.95	0.55	13.18	53,927.27	52,790.37
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	46,315.88	AAA	Aaa	12/7/2021	12/13/2021	46,314.06	1.02	14.44	46,315.09	45,474.58
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	42,825.25	AAA	Aaa	10/19/2021	10/27/2021	42,824.45	0.77	14.66	42,824.89	41,799.72
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	35,781.36	AAA	Aaa	10/13/2021	10/21/2021	35,780.44	0.68	10.14	35,780.95	34,963.92
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	142,648.28	NR	Aaa	3/15/2022	3/23/2022	142,627.88	2.67	169.28	142,638.05	139,791.35
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	50,446.52	AAA	NR	10/26/2021	11/3/2021	50,439.66	0.81	18.16	50,443.35	49,365.94
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	116,280.47	AAA	NR	3/9/2022	3/16/2022	116,275.99	2.22	114.73	116,278.23	114,081.13
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	40,186.14	AAA	NR	1/11/2022	1/19/2022	40,182.65	1.26	21.10	40,184.42	39,294.82

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	520,000.00	AAA	NR	1/24/2024	1/31/2024	519,920.80	4.61	1,063.11	519,931.36	514,104.55
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	96,897.23	AAA	Aaa	4/12/2022	4/20/2022	96,881.10	3.06	131.78	96,888.45	95,557.81
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	325,000.00	AAA	NR	3/23/2022	3/30/2022	324,975.50	2.80	404.44	324,986.65	318,828.41
HART 2023-A A3 DTD 04/12/2023 4.580% 04/15/2027	448979AD6	220,000.00	AAA	NR	4/4/2023	4/12/2023	219,978.53	4.58	447.82	219,985.07	217,968.54
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	240,000.00	NR	Aaa	3/28/2023	3/31/2023	239,962.44	5.02	535.47	239,973.63	238,648.27
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	185,000.00	AAA	NR	11/1/2022	11/9/2022	184,999.11	5.39	443.18	184,999.43	184,725.46
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	265,000.00	AAA	Aaa	11/15/2022	11/22/2022	264,947.58	5.21	613.62	264,965.39	264,229.38
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	195,000.00	AAA	NR	10/26/2022	10/31/2022	194,954.27	5.35	462.80	194,970.18	194,568.15
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	135,000.00	AAA	NR	1/18/2023	1/25/2023	134,983.80	4.51	270.60	134,988.63	133,622.35
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	230,000.00	NR	Aaa	2/13/2023	2/23/2023	229,976.84	5.05	516.22	229,983.36	228,875.19
KCOT 2023-2A A3 DTD 07/26/2023 5.280% 01/18/2028	500945AC4	175,000.00	NR	Aaa	7/18/2023	7/26/2023	174,955.80	5.29	410.67	174,965.01	175,223.13
BAAT 2023-1A A3 DTD 07/31/2023 5.530% 02/15/2028	06428AAC2	235,000.00	NR	Aaa	7/25/2023	7/31/2023	234,991.09	5.53	577.58	234,992.89	235,620.05
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	180,000.00	AAA	NR	3/28/2023	3/31/2023	179,981.23	4.65	372.00	179,986.05	178,310.09
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	270,000.00	NR	Aaa	5/16/2023	5/23/2023	269,984.91	4.71	565.20	269,988.44	267,130.14
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	180,000.00	AAA	Aaa	4/4/2023	4/12/2023	179,995.05	4.47	335.25	179,996.30	177,989.36
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	115,000.00	AAA	NR	7/11/2023	7/18/2023	114,979.62	5.47	104.84	114,983.85	115,361.63
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9	225,000.00	NR	Aaa	4/4/2023	4/11/2023	224,986.95	4.31	431.00	224,990.19	221,560.36

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	140,000.00	AAA	NR	7/11/2023	7/19/2023	139,993.92	5.48	340.98	139,995.14	140,386.71
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	200,000.00	AAA	NR	6/21/2023	6/26/2023	199,997.30	5.23	464.89	199,997.86	199,675.46
COMET 2023-A1 A DTD 05/24/2023 4.420% 05/15/2028	14041NGD7	415,000.00	AAA	NR	5/17/2023	5/24/2023	414,904.84	4.43	815.24	414,925.99	409,294.66
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	255,000.00	AAA	NR	6/7/2023	6/14/2023	254,977.38	4.87	551.93	254,982.20	253,946.82
ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	250,000.00	NR	Aaa	7/11/2023	7/19/2023	249,957.38	5.46	606.67	249,965.80	250,711.33
USAOT 2023-A A3 DTD 09/15/2023 5.580% 05/15/2028	90291VAC4	520,000.00	AAA	Aaa	9/7/2023	9/15/2023	519,909.00	5.58	1,289.60	519,922.87	521,025.70
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	230,000.00	AAA	NR	6/8/2023	6/16/2023	229,947.93	4.79	489.64	229,958.98	228,600.34
BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	460,000.00	NR	Aaa	11/15/2023	11/21/2023	459,991.67	5.74	1,173.51	459,992.66	462,911.75
DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	455,000.00	AAA	Aaa	6/21/2023	6/28/2023	454,938.53	4.93	996.96	454,951.03	453,062.66
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	140,000.00	AAA	Aaa	7/11/2023	7/19/2023	139,994.60	5.45	317.92	139,995.65	140,419.85
HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	115,000.00	NR	Aaa	11/1/2023	11/8/2023	114,979.75	5.67	181.13	114,982.27	115,918.11
KCOT 2024-1A A3 DTD 02/21/2024 5.190% 07/17/2028	50117BAC4	195,000.00	NR	Aaa	2/14/2024	2/21/2024	194,992.38	5.19	449.80	194,992.94	194,391.85
HDMOT 2023-B A3 DTD 09/27/2023 5.690% 08/15/2028	41285YAC9	465,000.00	AAA	Aaa	9/20/2023	9/27/2023	464,894.86	5.70	1,175.93	464,909.39	467,741.73
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	475,000.00	AAA	Aaa	8/15/2023	8/23/2023	474,970.55	5.53	1,167.44	474,975.62	475,992.23
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	130,000.00	AAA	NR	11/7/2023	11/14/2023	129,985.99	5.54	320.09	129,987.64	131,047.32
GMCAR 2023-4 A3 DTD 10/11/2023 5.780% 08/16/2028	379930AD2	215,000.00	AAA	Aaa	10/3/2023	10/11/2023	214,955.84	5.78	517.79	214,961.66	217,023.41
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	200,000.00	AAA	NR	11/3/2023	11/13/2023	199,973.70	5.54	492.44	199,976.69	201,277.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	230,000.00	NR	Aaa	12/7/2023	12/14/2023	229,969.11	4.98	509.07	229,972.18	229,644.40
KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0	235,000.00	NR	Aaa	6/18/2024	6/25/2024	234,994.36	5.26	211.89	234,994.38	234,898.95
WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	650,000.00	AAA	Aaa	2/21/2024	3/1/2024	649,823.59	4.95	1,427.11	649,834.19	648,272.04
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	625,000.00	AAA	NR	4/16/2024	4/23/2024	624,871.88	5.23	1,452.78	624,876.16	629,767.56
Security Type Sub-Total		11,055,072.54					11,053,593.26	4.85	23,051.89	11,053,873.92	11,018,452.75
Managed Account Sub Total		72,214,691.58					71,135,121.91	4.18	519,397.65	71,463,227.29	70,513,666.29
Securities Sub Total		\$72,220,050.34					\$71,140,480.67	4.18%	\$519,397.65	\$71,468,586.05	\$70,519,025.05
Accrued Interest											\$519,397.65
Total Investments											\$71,038,422.70

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
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- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: DEPARTMENT OF FIRE-RESCUE PURCHASING CONTRACT INCREASE – SOCAL AUTO & TRUCK PARTS INC.

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve a purchasing contract increase with SoCal Auto & Truck Parts Inc. for \$150,000; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

No fiscal impact to the City. The contract increase allows the Department of Fire-Rescue to purchase the necessary parts to repair emergency response vehicles from SoCal Auto & Truck Parts Inc. with funds previously approved for the 2024-2025 budget adoption process. No additional funds are requested at this time.

BACKGROUND

The City of Santa Fe Springs Fire - Rescue Department performs 95% of its repair and maintenance using the City's Fire Mechanic. We currently use multiple vendors to purchase emergency vehicle repair parts, utilizing best pricing and availability as the basis for using vendors. SoCal Auto & Truck Parts Inc. has regularly provided the best pricing and availability.

The Department of Fire-Rescue has experienced a greater than anticipated use of SoCal Auto & Truck Parts Inc. for multiple reasons. Some reasons for the increased use of this vendor are establishing a routine preventive maintenance schedule, an inventory of parts

Department of Fire-Rescue Purchasing Contract Increase – SoCal Auto & Truck Parts Inc.

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that are needed regularly to prevent emergency equipment from being out of service, and unexpected repairs due to the increase in emergency responses. We also are seeing an increase in repairs needed due to the age of our fire apparatus. Finally, a fire engine was involved in a traffic accident that caused approximately \$30,000 in damage earlier in the year. Our Fire Mechanic is performing most of this repair to decrease the repair cost.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended action, Finance staff will make approved adjustments in the City's budget management system, and Fire-Rescue staff will continue to use the approved vendor as needed to acquire the parts necessary to maintain the City's emergency response vehicles.

ATTACHMENT(S):

N/A

<u>ITEM STATUS:</u>	
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: Cuong Nguyen, Director of Community Development

SUBJECT: **SECOND READING OF ORDINANCE NO. 1142, TO AMEND CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS**

DATE: August 6, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt 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

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

FISCAL IMPACT

N/A

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, lot mergers, and lot unmergers. Ordinance No. 1142 sets forth those procedures:

- 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.

ENVIRONMENTAL

At its July 16, 2024, City Council meeting, the City Council determined that the adoption of Ordinance No. 1142 was exempt from CEQA.

SUMMARY/NEXT STEPS

Ordinance No. 1142 will be effective 30 days after its adoption.

ATTACHMENT(S):

- A. Ordinance No. 1142
- a. Exhibit A – Amendments to Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code.

<u>ITEM STATUS:</u>	
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: August 6, 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

Because the full scope of work necessary to completely repair the storm damage has not been fully 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 final approval of insurance documentation received on June 12. Staff is currently scheduling the start of the exterior waterproofing work with BNSF. This work it is anticipated to begin in mid to late August and will take two weeks to complete, but will not affect the occupancy of the building.

Staff contracted with Restoration Unlimited (Santa Fe Springs, CA) for the restoration of the interior of the building. This work was started on June 24 and anticipated to be completed by the end of July. The building will be available for police staff to move in on August 1, 2024.

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, with the exception of the exterior waterproofing which does not affect the occupancy of the building. Whittier PD has been notified that the Staging Facility can be re-occupied on August 1, 2024.

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: RESOLUTION NO. 9925 – AMENDING RESOLUTION NO. 9906, FULL STREET VACATION OF KOONTZ AVENUE SOUTH OF FLORENCE AVENUE, RESERVING EXISTING UTILITIES

DATE: August 6, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9925 amending Resolution No. 9906, to reserve any existing utilities from the street vacation of Koontz Avenue; and
- 2) Authorize the City Manager to execute the quitclaim deed to the Property Developer; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Koontz Avenue is an industrial street built in 1967. The cul-de-sac street extends approximately 561 feet south of the Florence Avenue centerline, just west of Norwalk Boulevard, and provides access to one parcel. The parcel was purchased by Orbis Real Estate Partners and the developer is proposing to construct two industrial buildings by vacating Koontz Ave and constructing in, and around the subject street area. The existing parcel that surrounds Koontz Avenue will be subdivided into two separate parcels. The developer will process a parcel map (Parcel Map No. 84116) in the near future to subdivide the existing parcel. With the single ownership and proposed future

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024

RESOLUTION NO. 9925 – FULL STREET VACATION OF KOONTZ AVENUE SOUTH OF FLORENCE AVENUE

Page 2 of 3

development of the property adjacent to Koontz Avenue, the subject right-of-way, is no longer needed as a public street and can be vacated.

On May 7, 2024, the City Council held a public hearing and determined that Koontz Avenue was no longer needed as a public right of way. The City Council adopted Resolution No. 9906 ordering the vacation of Koontz Avenue.

On May 30, 2024, staff received an email from the Water Replenishment District (WRD), also on behalf of the Central Basin Municipal Water District (CBMWD), notifying the City that WRD has not come to an agreement with the developer in regards to the final disposition of existing groundwater monitoring wells located within the existing Koontz Avenue right-of-way. It is the developer's responsibility to ensure all utilities are abandoned in order to fully effectuate the street vacation. Per WRD, the wells are "essential to protecting the groundwater basin, specifically protecting the groundwater quality for the City of Santa Fe Springs and all water rights holders/pumpers in the Central Basin."

Adoption by the City Council of Resolution No. 9925 (Attachment A) amends Resolution No. 9066 (Attachment B) to reserve any existing utilities from the street vacation of Koontz Avenue. Additionally, Parcel Map No. 84116 is currently in process for final. The parcel map will be considered by the City Council for final approval in the near future. This parcel map will show a Utility Easement within the footprint of the original street right-of-way for Koontz Avenue. The Utility Easement can only be extinguished after all utilities are properly abandoned or relocated, which may require the recordation of a new and modified easement within the parcel(s). It is the responsibility of the developer to coordinate the abandonment and/or relocation, if required to facilitate the planned development, of all utilities within Koontz Avenue to the satisfaction of the utility owner and the City.

A copy of the legal description of the street vacation, Exhibit "A", and the area to be vacated, Exhibit "B" are attached to Resolution No. 9925.

ANALYSIS

N/A

ENVIRONMENTAL

The vacation of Koontz Avenue was previously analyzed under CEQA in connection with Tentative Tract Map No. 84116 and Development Plan Approval Case Nos. 1000 and 1001. The City's Planning Commission adopted Resolution No. 248-2023 approving and adopting an Addendum to the City's Certified EIR for the General Plan and Targeted Zoning Update for that project, including the Koontz Avenue street vacation.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024

RESOLUTION NO. 9925 – FULL STREET VACATION OF KOONTZ AVENUE SOUTH OF FLORENCE AVENUE

Page 3 of 3

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, the City Clerk will properly certify the adopted Resolution Nos. 9906 and 9925 and record the same with the Los Angeles County Recorder. City staff will proceed with executing the quitclaim deed to the Property Developer. Documentation for the extinguishing of the remaining Utility Easement will not be processed until all utilities are abandoned and/or relocated to the complete satisfaction of the utility owner and City.

ATTACHMENTS:

- A. Resolution No. 9925
- B. Resolution No. 9906

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

RESOLUTION NO. 9925

A RESOLUTION OF THE CITY COUNCIL OF SANTA FE SPRINGS, CALIFORNIA, MAKING ITS FINDINGS AND DETERMINATIONS IN THE MATTER OF RESOLUTION OF INTENTION NO. 9901; AND MAKING ITS ORDER VACATING APPROXIMATELY 0.82 ACRES OF PUBLIC RIGHT-OF-WAY OF KOONTZ AVENUE, A CUL-DE-SAC STREET SITUATED SOUTH OF FLORENCE AVENUE AND AMENDING RESOLUTION NO. 9906

WHEREAS, on March 19, 2024, the City Council of the City of Santa Fe Springs adopted Resolution No. 9901 declaring its intention to set a public hearing in the vacation of approximately 0.82 acres of public right-of-way of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, and fixing the time and place of hearing all persons interested in the proposed vacation pursuant to the provisions of the Public Streets, Highways and Service Easements Vacation Law, being Sections 8300 et seq. of Part 3, Division 9 of the Streets and Highways Code of the State of California; and

WHEREAS, notice of hearing before the City Council on said resolution of intention was duly given as provided by said Public Streets, Highways, and Services Easements Vacation Law; and

WHEREAS, said proposed vacation had been previously submitted to and considered by the Planning Commission of the City of Santa Fe Springs at a Planning Commission meeting held on February 28, 2024; and

WHEREAS, following the close of the meeting before the Planning Commission, the Planning Commission determined that the proposed vacation was in conformance with the General Plan; and

WHEREAS, on May 7, 2024, the City Council heard and found and determined from all of the evidence submitted to said Council that the vacation of approximately 0.82 acres of public right-of-way of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, situated on the cul-de-sac street situated south of Florence

Ave, within the City of Santa Fe Springs, proposed for vacation is unnecessary for present or prospective public use and therein adopted Resolution No. 9906; and

WHEREAS, Resolution No. 9906 failed to reserve in place existing utilities; and

WHEREAS, Resolution No. 9906 needs to be amended to reserve from the street vacation any existing utilities.

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

Section 1: That the Recitals above are true and correct and incorporated herein by reference.

Section 2: That Resolution No. 9906 is hereby amended to include the language set forth in Section 5 below.

Section 3: That the vacation of approximately 0.82 acres of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, is undertaken pursuant to the provisions of and in accordance with the procedures set forth in the Public Streets, Highways, and Services Easements Vacation Law being Sections 8300 et seq. of the Streets and Highway Code, and all notices required thereby have been duly given.

Section 4: That from all evidence submitted to the City Council at the May 7, 2024, public hearing, whether such evidence was oral or in writing, together with the recommendations and findings from the Planning Commission, and contained in this Resolution and accompanying staff report, that an approximately 0.82 acres of Koontz Avenue consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, as hereinafter described and ordered vacated is unnecessary for present or prospective public use as a public street. The proposed vacation 1) will not be needed to provide access to the public; 2) is unnecessary for present or future public use; 3) will not alter the primary access to any of the existing lots and access will remain the same for all properties surrounding the street; 4) will not impact any adjacent parcels; and 5) will not

impact access to any other parcels. The cul-de-sac being vacated is enclosed by the entirety of one existing parcel, therefore, the vacation will not impact any adjacent parcels. The street vacation is for the purpose of incorporating the vacated street area into the layout of an industrial development.

Section 5: That the public convenience and necessity requires the exception of the following easements and rights-of-way from the vacation hereinabove ordered: an easement for electrical energy, underground facilities including water pipelines, gas lines, storm drains, sanitary sewers, electrical energy, telephone, telegraph and communications structures, and the right of ingress and egress to construct, place, inspect, operate, maintain, repair, replace and remove such underground facilities unless said facilities are satisfactorily relocated and/or abandoned, further, that the public convenience and necessity require the exception and reservation from the vacation of those easements and rights-of-way in, under, across, upon, over and along that portion of the public streets ordered to be vacated necessary to maintain, operate, remove or renew any in-place public utility facilities that are in use and not otherwise excepted and reserved hereinabove

Section 6: That the vacation of approximately 0.82 acres of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, and described and depicted in attached Exhibits “A” and “B”, and by this reference made a part hereof, be and the same is hereby ordered vacated.

Section 7: That the vacation of Koontz Avenue was previously analyzed under CEQA in connection with Tentative Tract Map 84116 and Development Plan Approval’s 1000 and 1001. The City’s Planning Commission adopted Resolution No. 248-2023 approving and adopting an Addendum to the City’s Certified EIR for the General Plan and Targeted Zoning Update for that project, including the Koontz Avenue street vacation.

Section 8: That the City Clerk of the City of Santa Fe Springs shall cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of the County

of Los Angeles, California, and upon such recordation, the approximately 0.82 acres of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California shall no longer constitute a public street from and after the date of recordation.

ADOPTED by the City Council this 6th, day of August, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Muñoz, CMC, Deputy City Clerk

Attachment: Exhibits "A" and "B"

EXHIBIT "A"
LEGAL DESCRIPTION
STREET & PUBLIC UTILITIES VACATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING ALL OF KOONTZ AVENUE AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 1648, FILED FOR RECORD ON SEPTEMBER 24, 1971, IN BOOK 34 OF MAPS AT PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT LAND DESCRIBED IN THAT EASEMENT DEED RECORDED ON NOVEMBER 1, 1967, IN REC. NO. 2460, OFFICIAL RECORDS OF LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SAN GERTRUDES, CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 18 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

BEGINNING AT A POINT IN THE CENTER LINE OF FLORENCE AVENUE THAT IS SOUTH 89°40'20" WEST THEREON 372.24 FEET FROM THE CENTER LINE OF NORWALK BOULEVARD, AS SAID CENTER LINES ARE SHOWN ON COUNTY SURVEYOR'S MAP NO. B-763, SHEET 4, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY; THENCE SOUTH 0°18'38" EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID CENTER LINE OF FLORENCE AVENUE, NORTH 89°40'20" EAST 54.99 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'58" AN ARC DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANCE EASTERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE HEREIN BEFORE DESCRIBED AS HAVING A BEARING OF SOUTH 0°18'38" EAST; THENCE ALONG SAID PARALLEL LINE, SOUTH 0°18'38" EAST 428.15 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 57 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 213°38'39" AN ARC DISTANCE OF 212.54 FEET; THENCE TANGENT TO SAID CURVE NORTH 33°20'01" EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°38'39" AN ARC DISTANCE OF 58.72 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY PROLONGATION; THENCE ALONG SAID LAST-MENTIONED PARALLEL LINE NORTH 0°18'38" WEST 299.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 90°01'02" AN ARC DISTANCE OF 39.28 FEET TO A LINE BEARING NORTH 89°40'20" EAST AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE THEREON NORTH 89°40'20" EAST 55.01 FEET TO THE TRUE POINT OF BEGINNING.
TO BE KNOWN AS KOONTZ AVENUE.

CONTAINING AN AREA OF 35,740 SQUARE FEET, OR 0.8205 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

November 27, 2023

Project No. A22200

Sheet 2 of 2

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE
SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

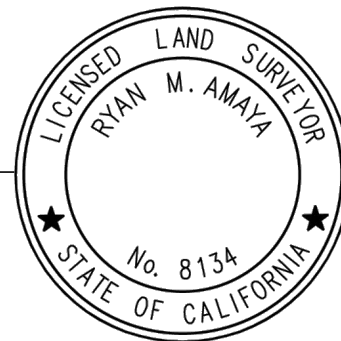
LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

11-27-2023

Date



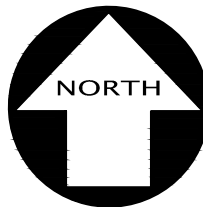
Ryan M. Amaya, L.S. 8134



LEGEND

---	BOUNDARY OF SUBJECT PROPERTY
---	CENTER LINES
---	DIMENSION / TIE LINES
---	EASEMENT LINES
---	LOT LINES

REC NO. RECORD NUMBER
PMB PARCEL MAP BOOK
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
C CALCULATED DISTANCE



0 50' 100' 200'
Scale 1" = 100 ft

REFERENCES

R1 PMB 34/11
R2 DOC. #20220418746

FLORENCE AVENUE

(100' WIDE R/W PUBLIC STREET)

N89°40'20"E 372.24'

LANDS OF
EM ENTERPRISES LLC
PARCEL NO. 8009-023-041

N0°18'38"W 346.00' C R2

50' STREET AND PUBLIC
UTILITY EASEMENT (REC. NO. 4662)
(NOVEMBER 24, 1961)

N0°18'38"W 299.52'

STREET AND PUBLIC
UTILITY EASEMENT
(REC. NO. 2460)

KOONTZ AVENUE

S0°18'38"E 428.15'

STREET AND PUBLIC
UTILITY EASEMENT
(REC. NO. 4663)
(JANUARY 26, 1962)

PMB 34/11

LANDS OF
FLORENCE SFS, LLC
DOC. 20220418746
(04/15/2022)

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S0°18'38"E	50.00'
L2	N89°40'20"E	54.99'
L3	N33°20'01"E	50.00'
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CURVE TABLE

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C3	25.00'	90°01'02"	39.28'

STREET EASEMENT
35,740 SQUARE FEET

N89°40'20"E 150.00' R2



POR. NE1/4, SE1/4, SW1/4,
SEC. 6. T.3S., R.11W.,
RANCHO SANTA GERTRUDES

S89°40'59"W 626.14' R1

S0°07'20"E 636.20' C R1

NORWALK BOULEVARD
(100' WIDE R/W PUBLIC STREET)



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EXHIBIT "B"
STREET VACATION
KOONTZ AVENUE

SANTA FE SPRINGS CALIFORNIA

DATE NOV. 2023
SCALE 1" = 100'
BY DFH
JOB NO. A22200
SHEET 1 OF 1

KOONTZ AVENUE S/O FLORENCE AVENUE
STREET VACATION UTILITY STATUS

<u>Utility</u>	<u>Notified</u>	<u>Replied</u>	<u>Facilities Involved</u>		<u>Remarks</u>
			<u>Yes</u>	<u>No</u>	
Southern California Edison 9901 Geary Avenue Santa Fe Springs, CA 90670 Attn: Adrian Simon, Jeff Clark Adrian.Simon@sce.com Jeff.Clark@sce.com	Yes	Yes		X	Facility removed.
Southern California Gas P.O. Box 1626 Monterey Park, CA 91754-8626 Attn: Carlos Sanchez Csanchez3@socalgas.com	Yes	Yes	X		No easement required. Facility removed.
Crimson Pipeline Co. 2459 Redondo Avenue Signal Hill, CA 90755 Attn: April Harvey, Shenan Dean Lovrien Aharvey@crimsonpl.com Ccenter@crimsonpl.com SDLovrien@crimsonpl.com crimsonapps@crimsonpl.com	Yes	Yes		X	
Charter Communications 14338 Lakewood Blvd Bellflower, CA 90706 Attn: Erik Lemus Erik.Lemus@charter.com	Yes	Yes	X		No easement required. Facility removed.
Central Basin MWD 6252 Telegraph Rd Commerce, CA 90040 Attn: Isabelle Guido, Alex Rojas AlexR@centralbasin.org Isabelleg@centralbasin.org	Yes	Yes		X	

KOONTZ AVENUE S/O FLORENCE AVENUE
STREET VACATION UTILITY STATUS

<u>Utility</u>	<u>Notified</u>	<u>Replied</u>	<u>Facilities Involved</u>		<u>Remarks</u>
			<u>Yes</u>	<u>No</u>	
AT&T 22311 Brookhurst Street Huntington Beach, CA 92646 Attn: Joseph Forkert Att&t-inquiries@ forkertengineering.com	Yes	Yes		X	No easement required.
Frontier 201 Flynn Rd, Camarillo, CA 93012 Attn: Maria Kidd Maria.Kidd@ftr.com	Yes	Yes		X	
Torrance Logistics Company, LLC 12851 E. 166 th Street Cerritos, CA 90703-2103 Attn: Eleanor Marx TOR.ROW@pbfenergy.com Eleanor.Marx@pbfenergy.com	Yes	Yes		X	
City of Santa Fe Springs Sewer System 11710 Telegraph Rd Santa Fe Springs, CA 90670			X		No easement required. Facility removed.
City of Santa Fe Springs Water Division 11710 Telegraph Rd Santa Fe Springs, CA 90670			X		No easement required. Facility removed.

RESOLUTION NO. 9906

A RESOLUTION OF THE CITY COUNCIL OF SANTA FE SPRINGS, CALIFORNIA, MAKING ITS FINDINGS AND DETERMINATIONS IN THE MATTER OF RESOLUTION OF INTENTION NO. 9901; AND MAKING ITS ORDER VACATING APPROXIMATELY 0.82 ACRES OF PUBLIC RIGHT-OF-WAY OF KOONTZ AVENUE, A CUL-DE-SAC STREET SITUATED SOUTH OF FLORENCE AVENUE.

WHEREAS, on March 19, 2024, the City Council of the City of Santa Fe Springs adopted Resolution No. 9901 declaring its intention to set a public hearing in the vacation of approximately 0.82 acres of public right-of-way of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, and fixing the time and place of hearing all persons interested in the proposed vacation pursuant to the provisions of the Public Streets, Highways and Service Easements Vacation Law, being Sections 8300 et seq. of Part 3, Division 9 of the Streets and Highways Code of the State of California; and

WHEREAS, notice of hearing before the City Council on said resolution of intention was duly given as provided by said Public Streets, Highways, and Services Easements Vacation Law; and

WHEREAS, said proposed vacation had been previously submitted to and considered by the Planning Commission of the City of Santa Fe Springs at a Planning Commission meeting held on February 28, 2024; and

WHEREAS, following the close of the meeting before the Planning Commission, the Planning Commission determined that the proposed vacation was in conformance with the General Plan; and

WHEREAS, the City Council heard and found and determined from all of the evidence submitted to said Council on the day fixed for the hearing, on May 7, 2024, that the vacation of approximately 0.82 acres of public right-of-way of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, situated on a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, proposed for vacation is unnecessary for present or prospective public use.

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

Section 1: That the vacation of approximately 0.82 acres of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, is undertaken pursuant to the provisions of and in accordance with the procedures set forth in the Public Streets, Highways, and Services Easements Vacation Law being Sections 8300 et seq. of the Streets and Highway Code, and all notices required thereby have been duly given.

Section 2: That from all evidence submitted to the City Council at the May 7, 2024, public hearing before it, whether such evidence was oral or in writing, together with the recommendations and findings from the Planning Commission, and contained in this Resolution and accompanying staff report, that an approximately 0.82 acres of Koontz Avenue consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, as hereinafter described and ordered vacated is unnecessary for present or prospective public use as a public street. The proposed vacation 1) will not be needed to provide access to the public; 2) is unnecessary for present or future public use; 3) will not alter the primary access to any of the existing lots and access will remain the same for all properties surrounding the street; 4) will not impact any adjacent parcels; and 5) will not impact access to any other parcels. The cul-de-sac being vacated is enclosed by the entirety of one existing parcel, therefore, the vacation will not impact any adjacent parcels. The street vacation is for the purposes of incorporating the vacated street area into the layout of an industrial development.

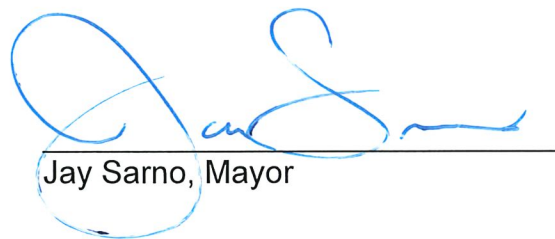
Section 3: That the vacation of approximately 0.82 acres of Koontz Avenue, including any existing in-place utilities, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California, and described and depicted in attached Exhibits "A" and "B", and by this reference made a part hereof, be and the same is hereby ordered vacated.

Section 4: That the vacation of Koontz Avenue was previously analyzed under CEQA in connection with Tentative Tract Map 84116 and Development Plan Approval's 1000 and 1001. The City's Planning Commission adopted Resolution No. 248-2023 approving and adopting an Addendum to the City's Certified EIR for the General Plan and Targeted Zoning Update for that project, including the Koontz Avenue street vacation.

Section 5: That the City Clerk of the City of Santa Fe Springs shall cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of the County of Los Angeles, California, and upon such recordation, the approximately 0.82 acres of Koontz Avenue, consisting of approximately 510 feet in length and 60 feet in width, a cul-de-sac street situated south of Florence Ave, within the City of Santa Fe Springs, California shall no longer constitute a public street from and after the date of recordation.

APPROVED and ADOPTED by the City Council this 7th 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


Jay Sarno, Mayor

ATTEST:


Fernando Muñoz, Deputy City Clerk

Attachment: Exhibits "A" and "B"

EXHIBIT "A"
LEGAL DESCRIPTION
STREET & PUBLIC UTILITIES VACATION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING ALL OF KOONTZ AVENUE AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 1648, FILED FOR RECORD ON SEPTEMBER 24, 1971, IN BOOK 34 OF MAPS AT PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT LAND DESCRIBED IN THAT EASEMENT DEED RECORDED ON NOVEMBER 1, 1967, IN REC. NO. 2460, OFFICIAL RECORDS OF LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SAN GERTRUDES, CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 18 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

BEGINNING AT A POINT IN THE CENTER LINE OF FLORENCE AVENUE THAT IS SOUTH 89°40'20" WEST THEREON 372.24 FEET FROM THE CENTER LINE OF NORWALK BOULEVARD, AS SAID CENTER LINES ARE SHOWN ON COUNTY SURVEYOR'S MAP NO. B-763, SHEET 4, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY; THENCE SOUTH 0°18'38" EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID CENTER LINE OF FLORENCE AVENUE, NORTH 89°40'20" EAST 54.99 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'58" AN ARC DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANCE EASTERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE HEREIN BEFORE DESCRIBED AS HAVING A BEARING OF SOUTH 0°18'38" EAST; THENCE ALONG SAID PARALLEL LINE, SOUTH 0°18'38" EAST 428.15 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 57 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 213°38'39" AN ARC DISTANCE OF 212.54 FEET; THENCE TANGENT TO SAID CURVE NORTH 33°20'01" EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°38'39" AN ARC DISTANCE OF 58.72 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY PROLONGATION; THENCE ALONG SAID LAST-MENTIONED PARALLEL LINE NORTH 0°18'38" WEST 299.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 90°01'02" AN ARC DISTANCE OF 39.28 FEET TO A LINE BEARING NORTH 89°40'20" EAST AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE THEREON NORTH 89°40'20" EAST 55.01 FEET TO THE TRUE POINT OF BEGINNING.
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SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

November 27, 2023

Project No. A22200

Sheet 2 of 2

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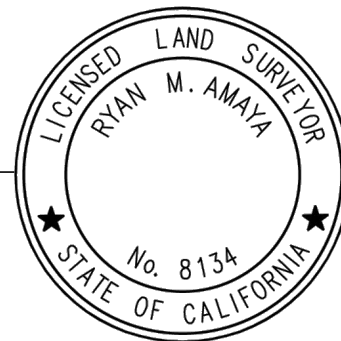
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11-27-2023

Date



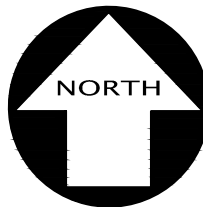
Ryan M. Amaya, L.S. 8134



LEGEND

---	BOUNDARY OF SUBJECT PROPERTY
---	CENTER LINES
---	DIMENSION / TIE LINES
---	EASEMENT LINES
---	LOT LINES

REC NO. RECORD NUMBER
PMB PARCEL MAP BOOK
P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING
C CALCULATED DISTANCE



0 50' 100' 200'
Scale 1" = 100 ft

REFERENCES

R1 PMB 34/11
R2 DOC. #20220418746

FLORENCE AVENUE

(100' WIDE R/W PUBLIC STREET)

N89°40'20"E 372.24'

LANDS OF
EM ENTERPRISES LLC
PARCEL NO. 8009-023-041

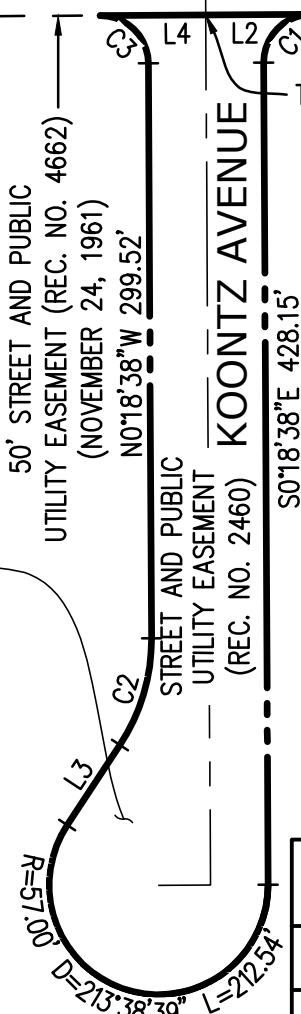
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STREET EASEMENT
35,740 SQUARE FEET

N89°40'20"E 150.00' R2



POR. NE1/4, SE1/4, SW1/4,
SEC. 6. T.3S., R.11W.,
RANCHO SANTA GERTRUDES



STREET AND PUBLIC
UTILITY EASEMENT
(REC. NO. 4663)
(JANUARY 26, 1962)

PMB 34/11

LANDS OF
FLORENCE SFS, LLC
DOC. 20220418746
(04/15/2022)

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S0°18'38"E	50.00'
L2	N89°40'20"E	54.99'
L3	N33°20'01"E	50.00'
L4	N89°40'20"E	55.01'

CURVE TABLE

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(100' WIDE R/W PUBLIC STREET)



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STREET VACATION
KOONTZ AVENUE

SANTA FE SPRINGS CALIFORNIA

DATE NOV. 2023
SCALE 1" = 100'
BY DFH
JOB NO. A22200
SHEET 1 OF 1

KOONTZ AVENUE S/O FLORENCE AVENUE
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<u>Utility</u>	<u>Notified</u>	<u>Replied</u>	<u>Facilities Involved</u>		<u>Remarks</u>
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Southern California Edison 9901 Geary Avenue Santa Fe Springs, CA 90670 Attn: Adrian Simon, Jeff Clark Adrian.Simon@sce.com Jeff.Clark@sce.com	Yes	Yes		X	Facility removed.
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Crimson Pipeline Co. 2459 Redondo Avenue Signal Hill, CA 90755 Attn: April Harvey, Shenan Dean Lovrien Aharvey@crimsonpl.com Ccenter@crimsonpl.com SDLovrien@crimsonpl.com crimsonapps@crimsonpl.com	Yes	Yes		X	
Charter Communications 14338 Lakewood Blvd Bellflower, CA 90706 Attn: Erik Lemus Erik.Lemus@charter.com	Yes	Yes	X		No easement required. Facility removed.
Central Basin MWD 6252 Telegraph Rd Commerce, CA 90040 Attn: Isabelle Guido, Alex Rojas AlexR@centralbasin.org Isabelleg@centralbasin.org	Yes	Yes		X	

KOONTZ AVENUE S/O FLORENCE AVENUE
STREET VACATION UTILITY STATUS

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Torrance Logistics Company, LLC 12851 E. 166 th Street Cerritos, CA 90703-2103 Attn: Eleanor Marx TOR.ROW@pbfenergy.com Eleanor.Marx@pbfenergy.com	Yes	Yes		X	
City of Santa Fe Springs Sewer System 11710 Telegraph Rd Santa Fe Springs, CA 90670			X		No easement required. Facility removed.
City of Santa Fe Springs Water Division 11710 Telegraph Rd Santa Fe Springs, CA 90670			X		No easement required. Facility removed.



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: August 6, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the landscape maintenance services agreement with Merchants Landscape Services, Inc. exercising the final one-year extension and increasing the annual contract amount to \$978,824.35; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Amendment No. 2 results in a 3% 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 \$954,044.35 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 \$79,503.70 or \$978,824.35 for the fiscal year. The 3% increase and additional locations are accounted for in the adopted budget for FY 2024-25.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024

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. Staff negotiated the increase and Merchants has agreed to a 3% increase, which is reflected in the recommended amendment. 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 negotiated increase of 3% for one (1) year, with all other 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.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024

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 Proposal

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AMENDMENT NUMBER TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH MERCHANTS LANDSCAPE SERVICES, INC.**

This Amendment Number TWO ("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 three percent increase in all fees and an annual compensation amount of \$978,824.35.
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 + 3%	Yearly Total
#1 - MEDIANS AND PARKWAYS	\$ 29,573.36	\$ 30,443.17	\$ 365,318.00
#2- PARKS AND PARKETTES	\$ 34,243.05	\$ 35,250.21	\$ 423,002.47
#3- FACILITIES	\$ 13,415.75	\$ 13,810.32	\$ 165,723.88
Total:	\$ 77,232.16	\$ 79,503.70	\$ 954,044.35
Additional areas not in our current contract per letter dated 05/02/2024:		\$ 2,065.00	\$ 24,780.00
Grand Total:		<u>\$ 81,614.12</u>	<u>\$978,824.35</u>

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #1 - MEDIANS AND PARKWAYS**

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
M-01	Alondra Blvd (Weekly) Median Shoemaker Rd to Valley View Ave (45,432 SF)	\$	496.22
M-02	Bloomfield Ave Weekly Greenbelt Telegraph Rd to Heritage Springs Dr (18,357 SF)	\$	385.95
M-03	Bloomfield Ave Weekly Median Telegraph Rd to Lakeland Ave (23,165 SF)	\$	441.08
M-04	Broaded Street (weekly) Greenbelt Millergrove Dr to Alburtis Ave (16,569 SF)	\$	441.08
M-05	Carmenita Road -South Center Median (Weekly) Median Alondra Blvd to Imperial HWY (26,623 SF)	\$	606.49
M-06	Carmenita Road (Weekly) Hardscape/Planters Foster Rd to Cambridge St (36,546 SF)	\$	220.54
M-07	Florence Ave (Weekly) Hardscape/Planters Bloomfield Ave To Norwalk Blvd - Hardscape/Planters (61,727 SF)	\$	827.03
M-08	Florence Ave (Weekly) Median City Boundary to Carmenita RD (77,928 SF)	\$	2,756.76
M-09	Florence Ave (Weekly)	\$	330.81

	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)	\$	330.81
M-11	Imperial Highway (Weekly) Hardscape/Planters Bloomfield Ave to Transportation Dr (18,354 SF)	\$	110.27
M-12	Imperial Highway (Weekly) Median Bloomfield Ave to Transportation Dr (10,000 SF)	\$	441.08
M-13	Los Nietos Sound Wall Greenbelt/Planter Pioneer Blvd to Railroad Tracks (8,788 SF)	\$	992.43
M-14	Meyer Road (Weekly) Median Shoemaker Ave to Painter Ave (5,335 SF)	\$	385.95
M-15	Motor Center (Weekly) Greenbelt Firestone Blvd and Bloomfield Ave (12,746 SF)	\$	441.08
M-16	N/E Corner of Florence & Laurel (Weekly) Greenbelt Florence Ave and Laurel Ave	\$	441.08
M-17	Norwalk Blvd (Weekly) Median North City Boundary to Clark St (5,256 SF)	\$	330.81
M-18	Orr & Day Road (Weekly) Greenbelt Otto St To Davenrich St (19,221 SF)	\$	1,654.06

M-19	Orr & Day Road (Weekly) Median/Planter Florence Ave to Pioneer Blvd (50,756 SF)	\$	2,756.76
M-20	Orr & Day Road (Weekly) Greenbelt Florence Ave to Pioneer Blvd (20,512 SF)	\$	1,929.74
M-21	Pioneer Blvd (Weekly) Greenbelt Navojoa PL to Mersin PL (4,972 SF)	\$	220.54
M-22	Pioneer Blvd (Weekly) Median Florence Ave to Rivera Rd (95,900 SF)	\$	2,205.41
M-23	Pioneer Blvd (Weekly) Greenbelt Florence Ave to Dunning St (15,111 SF)	\$	441.08
M-24	Santa Fe Springs Parking Lot (Weekly) Planter Davenrich St (58,400 SF)	\$	1,047.57
M-25	Santa Fe Springs Parking Lot (Weekly) Median Telegraph Rd to Los Nietos Rd (29,985 SF)	\$	1,378.38
M-26	Santa Fe Springs Parking Lot (Weekly) Greenbelt/Planter McCann Dr to Los Nietos Rd (73,408 SF)	\$	1,654.06
M-27	Slauson Ave (Weekly) Median/Planter Sorenson Ave To Santa Fe Springs Rd (35,022 SF)	\$	992.43
M-28	Slauson Ave (Weekly) Median Washington Blvd to Slauson Ave (3,981 SF)	\$	330.81

M-29	Telegraph Road (Weekly) Greenbelt NW Corner to Telegraph RD and Laurel Ave (8,411 SF)	\$	441.08
M-30	Telegraph Road (Weekly) Median Cedardale DR to City Boundary (117,554 SF)	\$	1,323.25
M-31	Telegraph Road (Weekly) Greenbelt/Planter NW Corner of Telegraph RD and Bloomfield Ave (9,909 SF)	\$	330.81
M-32	Telegraph Road (Weekly) Greenbelt/Planter Bloomfield Ave to 1,400 Fee East (76,547 SF)	\$	827.03
M-33	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd @ Railroad Overpass (13,993 SF)	\$	330.81
M-34	Telegraph Road (Weekly) Greenbelt/Planter Telegraph Rd to Pioneer Blvd (13,993 SF)	\$	330.81
M-35	Washington Blvd (Weekly) Median Norwalk Blvd to City Boundary (8,568 SF)	\$	330.81
M-36	Washington Blvd (Weekly) Parkway Northwest Corner (1,525 SF)	\$	110.27
M-37	Borate St (Weekly) Parkway Frontage of Water Well	\$	275.68
M-38	Heritage Corporate Center (Weekly) Flag Court and Parkway Norwalk Blvd and Telegraph RD (19,389 SF)	\$	1,212.98

M-39	Carmenita Overpass South of 5 Freeway (Weekly) Parkway Eastside of bridge at Freeway Drive (16,400 SF)	\$	68.92
M-40	Firestone Blvd at Carmenita PL (Weekly) Median South of 5 Freeway (7,200 SF)	\$	116.64
M-41	Shoemaker Bridge at Firestone Blvd (Weekly) Parkway South of 5 Freeway Eastside of Bridge (22,500 SF)	\$	153.75
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>		\$	30,878.17

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 2 - PARKS AND PARKETTES**

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
P-01	Alburtis Ave Walkway (Weekly) Hardscape/Landscape Alburtis Ave to Fallon Ave (9,906 SF)	\$	275.68
P-02	Bradwell Ave (Weekly) Parkette Hardscape /Landscape Bradwell Ave @ Terradell St (12,912 SF)	\$	330.81
P-03	Davenrich Cul-De-Sac (weekly) Parkette Cul-De-Sac to 605 Freeway Sound Wall (5,984 SF)	\$	330.81
P-04	Davenrich St (Weekly) Parkette Davenrich St at Longworth Ave (10,285 SF)	\$	330.81
P-05	Florence Avenue (weekly) Parkette-City Monument Sign NW Corner of Florence Ave and Pioneer Blvd (5,144 BLVD)	\$	330.81
P-06	Florence Avenue (weekly) Parkette SW Corner of Florence Ave and Pioneer Blvd (4,122 SF)	\$	330.81
P-07	Heritage Park - Groundskeeper Services Park Parking Lots (Daily-Except Wednesday)	\$	5,513.53
P-08	Heritage Park - Groundskeeper Services Special Events On-Call Services Sat/Sun (4 hr. Minimum) April-November (8 mos.)	\$	983.62

P-09	Jersey/Clarkman Walkway (Weekly) Hardscape Jersey Ave to Clarkman St (14,262 SF)	\$	220.54
P-10	Lake Center Park (Weekly-Athletics Fields) Closed Nov-Feb Park Florence Ave to Clarkman St (510,000 SF)	\$	3,817.06
P-11	Lake Center Park Entry (Weekly) Greenbelt/Planter Florence Ave to Clarkman St (8,788 SF)	\$	330.81
P-12	Lakeview Park (Weekly) Park Joslin Street/Jersey Ave (255,500 SF)	\$	1,874.60
P-13	Little Lake Park (Weekly-Athletic Fields) Closed Nov-Feb Park Pioneer Blvd/Lakeland Rd (786,057 SF)	\$	4,300.55
P-14	Longworth Ave (Weekly) Parkette Darcy St at Longworth Ave (13,989 SF)	\$	330.81
P-15	Los Nietos Park (Weekly-Athletics Fields) Closed Nov-Feb Park Charlesworth Rd to Broaded St (549,000 SF)	\$	3,528.66
P-16	Merson Garden (Weekly) Parkette Telegraph RD and Bartley Ave (11,532 SF)	\$	330.81
P-17	Santa Fe Springs Park (weekly) Park Davenrich St to San Gabriel River (538,000 SF)	\$	3,308.12

P-18	SFS Athletic Fields (Weekly-Athletics Fields) Closed Nov-Feb Park Jersey Ave and Pioneer Blvd (275,999 SF)	\$	2,646.49
P-19	Smith Ave Triangle (weekly) Park Alburtis Ave to 750 feet East (31,400SF)	\$	551.35
P-20	Sculpture Gardens (Weekly) Park Mora Dr at Ontiveros PL (189,964 SF)	\$	3,764.05
P-21	Neighborhood Center (Weekly) Greenbelt/Planter Navojoa PL to Placita PL (28,290 SF)	\$	1,323.25
P-22	Post Office (Weekly) Greenbelt Telegraph Rd (8,807 SF)	\$	220.54
P-23	Town Center Walkway (Weekly) Greenbelt/Hardscape/Planter Town Center-Alburtis to Civic Center Telegraph Rd to Clarke Estate (18,685 SF)	\$	275.68
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>		\$	35,550.21

DETAILED SERVICE AREA FEE SCHEDULE

SERVICE AREA # 3-Facilities

Site #	Site Name	Requested 3% Increase for Fiscal year 2024/2025: *New Locations	
F-01	Aquatic Center (weekly) Greenbelt/Planter Pioneer Blvd to Clarke Estate	\$	491.45
F-02	City Hall- Groundskeeper Services Parking Lots Planters/Hardscape	\$	4,914.46
F-03	City Yard (Weekly/Bi-Weekly Nov-Feb) Greenbelt Emmens Way (11,538 SF)	\$	382.24
F-04	Civic Center (Weekly) Greenbelt/Hardscape Telegraph Rd and Pioneer Blvd (85,406 SF)	\$	1,310.52
F-05	Clarke Estate - Groundskeeper Services Park/Planters/Hardscape	\$	5,242.10
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)	\$	814.30
F-07	Fire Station Headquarters (Weekly) 11300 Greenstone Ave Greenbelt (11,762 SF)	\$	327.63
F-08	Fire Station No. 4 (weekly) 11736 Telegraph Rd (2,400 SF) Greenbelt	\$	327.63

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>		\$	15,140.32

**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

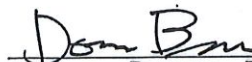
Date: July 17, 2020

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.

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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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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

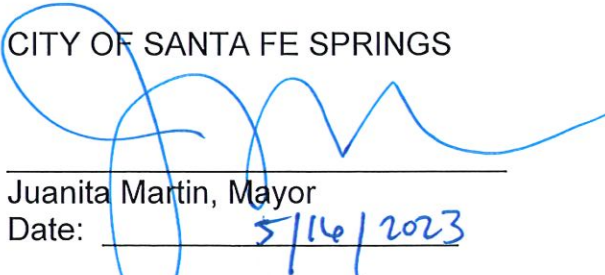
WHEREAS, the parties desire to exercise the first one-year extension and amend the compensation for the extended term.

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: SECOND READING AND ADOPTION 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: August 6, 2024

RECOMMENDATION:

It is recommended that the City Council:

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

FISCAL IMPACT

There is no fiscal impact as a result of the recommended action.

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

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 6, 2024

Second Reading and Adoption 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 2 of 2

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 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.

The subject ordinance was introduced at the July 16, 2024 City Council meeting.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Staff recommends that the City Council adopt Ordinance No. 1144 to effectuate the proposed ordinance to be added to the City's Municipal Code. The new ordinance relates to the use and restrictions of electric vehicle charging stations.

ATTACHMENTS:

A. Ordinance No. 1144 - EV Charging Station Use Ordinance

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

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.