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

THURSDAY, AUGUST 22, 2024
AT 5:00 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	**Nicholas Razo**
Fire Chief	**Chad Van Meeteren**
Police Chief	**Aviv Bar**
Director of Community Services	**Maricela Balderas**
Director of Finance	**Lana Dich**
Director of Parks & Recreation	**Gus Hernandez**
Director of Community Development	**Cuong Nguyen**
Director of Police Services	**Dino Torres**
Director of Public Works	**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

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

1. **CLOSED SESSION**
   CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): One case

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

CLOSED SESSION REPORT

REGULAR SESSION – BEGINNING AT 6:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

3. **RECOGNITION OF BEAUTIFICATION AWARD WINNERS (COMMUNITY SERVICES)**

4. **SOCIAL MEDIA ANALYTICS (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

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

PUBLIC HEARING – NONE

OLD BUSINESS

5. 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.

6. AMENDMENT NO. 1 TO FACILITY USE AGREEMENT FOR ATHLETIC FIELDS AND FACILITIES WITH METROPOLITAN LITTLE LEAGUE TO INCLUDE ENFUEGOU FOR FALL RECREATION BASEBALL PROGRAM AND FIELD RENOVATIONS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Amendment No. 1 amending the Facility Use Agreement for Athletic Fields and Facilities with Metropolitan Little League to include EnFuegoU for fall recreation baseball program and field renovations; and

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

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

7. MINUTES OF THE JUNE 4 AND JULY 16, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

9. MINUTES OF THE JUNE 4 AND JULY 16, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

HOUSING SUCCESSOR

11. MINUTES OF THE JUNE 4 AND JULY 16, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

12. MINUTES OF THE JUNE 4 AND JULY 16, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

13. MINUTES OF THE JUNE 4 AND JULY 16, 2024 REGULAR AND SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

14. PURCHASE OF FIREFIGHTER STRUCTURAL SAFETY EQUIPMENT (TURNOUTS) (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Award of purchase to Municipal Emergency Services for $132,140.14 for nineteen (19) complete sets of firefighter safety turnout gear and associated structural fire protective equipment; and

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

15. CALIFORNIA STATE LIBRARY GRANT AWARDS FOR *EBOOKS FOR ALL* AND *PLAY FOR ALL-POP UP AND PLAY* PROGRAMS AT THE SANTA FE SPRINGS CITY LIBRARY (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve and authorize the Director of Community Services to execute the agreements for *eBooks for All and Play for All- Pop Up and Play* grant awards by the California State Library; and

2) Approve the recognition of $35,064 in grant funds awarded by the California State Library, with $12,000 allocated for the *eBooks for All* program and $23,064 allocated for the Play for All Grant; Pop Up & Play Program, and authorize the deposit of these funds into the Library & Cultural Services Administration's State Grants/Subventions revenue account (No. 10105699-442000); and

3) Approve an increase in expense authority by $35,064 in the Library & Cultural Services Administration's Audio-Visual expenditure account (No. 10105699-523010) to allow for the expenditure of the grant funds; and

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

16. CITY-WIDE BRANDING SERVICES REQUEST FOR PROPOSALS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the issuance of a City-Wide Branding Services Request for Proposals (Branding RFP) for the development of a new City brand and branding guide; and

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

17. CITY WEBSITE DEVELOPMENT REQUEST FOR PROPOSALS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the issuance of a City Website Development Request for Proposals (Website RFP) for the creation of a new City Website; and

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

18. AGREEMENT AMENDMENT NO. 1 WITH T&L ENTERPRISES, INCORPORATED (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve Agreement Amendment No. 1 with T&L Enterprises, Inc. for vending machine provision and operations; and

2) Authorize the City Manager, or City Manager's Designee, to execute any future amendments to the Agreement with T&L Enterprises, Inc.; and

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

19. RESOLUTION NO. 9924 – APPROVING BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A GRANT FUNDS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9924 approving blanket authority to file applications for Measure A grant funds; and

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

20. 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.

21. FIRE STATION APPARATUS BAY DOORS REPLACEMENT – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to GMAT, Inc. dba: Inland Overhead Door Co. of Colton, California for $27,620.00 (Less 5% Retention); and

2) Approve the final contract amount with GMAT, Inc. dba: Inland Overhead Door Co. in the amount of $234,400.00, including the aggregate change order amount of $25,400.00; and

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

22. AUTHORIZING ISSUING ANNUAL BLANKET PURCHASE ORDERS TO ZUMAR INDUSTRIES, INC. AND PACIFIC PRODUCTS AND SERVICES, LLC, FOR TRAFFIC AND STREET SIGNS, RELATED ITEMS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorizing awarding an annual blanket purchase orders to Zumar Industries, Inc. (Zumar) in the not-to-exceed amount of $50,000 per fiscal year for three (3) years; and

2) Authorizing awarding an annual blanket purchase orders to Pacific Products and Services, LLC (Pacific) in the not-to-exceed amount of $50,000 per fiscal year for three (3) years; and

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

23. JOINT TRANSFER TAX (RESOLUTION NO. 9926) (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Consider adopting the attached Joint Tax Transfer (Resolution No. 9926); or

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

24. ORDINANCE NO. 1147 – AMENDING CHAPTER 119 (RESERVED) OF TITLE 11 (BUSINESS REGULATIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO ESTABLISH PROCEDURES RELATED TO SPECIAL EVENT PERMITS AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

2) Waive further reading and introduce Ordinance No. 1147 by title, amending Chapter 119 (Reserved) of Title 11 (Business Regulations) of the Santa Fe Springs Municipal Code; and

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

25. SECOND READING OF ORDINANCE NO. 1143, TO AMEND 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 (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1143:

   AN ORDINANCE OF THE CITY COUNCIL 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.

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

26. SECOND READING OF 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 (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt 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.

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

27. BUDGET REVISION – HOUSING ELEMENT OVERAGES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve a revision to the original Targeted Zoning Code Amendments budget to cover time and material needed to address the California Housing and Community Development (HCD) comments on the City's 2021-2029 Housing Element; and

2) Additional appropriation in the amount of $18,000 to cover the overages for the additional work needed to address HCD comments; and

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

28. ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – AWARD OF CONTRACT TO ECORP, ECOTIERRA, EPD SOLUTIONS, SAGECREST PLANNING+ENVIRONMENTAL, T&B PLANNING, AND UES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Professional Services Agreements with ECORP, EcoTierra, EPD Solutions, Sagecrest Planning+Environmental, T&B Planning, and UES for On-Call Professional Environmental Consulting Services; and

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

29. APPROVE AN APPROPRIATION ADJUSTMENT AND AWARD PROFESSIONAL GRANT CONSULTING SERVICES TO STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. (SCS ENGINEERS) (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve an appropriation adjustment to recognize the $350,000 Equitable Community Revitalization Grant (ECRG) from the Department of Toxic Substance Control (DTSC).

2) Award a contract to SCS Engineers for professional grant consulting services for the ECRG Round 2 Cleanup Workplan Assistance (CWA); and

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

30. ORDINANCE NO. 1149 RELATING TO CITY COUNCIL REORGANIZATION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1149:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING SECTION 30.22 TO CHAPTER 30 (CITY COUNCIL) OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL REORGANIZATION

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.

ITEM # 5

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 22, 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

- 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. In addition, their eBusiness solution integrates with the City's payment processor, Paymentus. This feature will allow the staff to email customer utility bills more efficiently and significantly reduce time spent on this process. 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.

Planning for bill printing and mailing services started approximately two (2) months ago. Staff initially engaged a local Xerox representative about the possibility. The Xerox representative reviewed the existing equipment, current process, and desired scope of work. They determined they could provide resources to print and stuff billing envelopes; however, the City staff would still need to handle the mailing element and transmitting bills via email. Two (2) local vendors were also contacted. The local vendors were capable of handling the printing and mailing components but did not have the ability to integrate with the City's payment processor and create a more efficient solution for emailing customer bills.

Using the City's PlanetBids portal and other resources, the staff came across multiple agencies that engaged in a competitive process for similar services. One such agency was the City of Lincoln (CA). On April 11, 2023, Lincoln issued an RFP (RFP No. COL - 4112023) for Utility Bill Printing and Mailing Services. The RFP closed on May 23, 2023, and received a total of four (4) responses from the following vendors:

- **Datamatx (Atlanta, GA)**
- **Ever View (Carol Stream, IL)**
- **InfoSend (Anaheim, CA)**
- **Matrix Imaging Solutions (Buffalo, NY)**

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. 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. Alternatively, the City may consider other options for bill printing and mailing solutions.

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.

ATTACHMENTS

A. InfoSend Agreement

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		**InfoSend, Inc.**	
Name:	Rene Bobadilla	Name:	
Title:	City Manager	Title:	
Signature:		Signature:	
Date:		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. 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.	$0.02 per insert

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

ITEM # 6

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **AMENDMENT NO. 1 TO FACILITY USE AGREEMENT FOR ATHLETIC FIELDS AND FACILITIES WITH METROPOLITAN LITTLE LEAGUE TO INCLUDE ENFUEGOU FOR FALL RECREATION BASEBALL PROGRAM AND FIELD RENOVATIONS**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Amendment No. 1 amending the Facility Use Agreement for Athletic Fields and Facilities with Metropolitan Little League to include EnFuegoU for fall recreation baseball program and field renovations ; and

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

FISCAL IMPACT

There is no fiscal impact associated with this amendment. All renovations, upgrades, and daily mowing services will be funded by EnFuegoU. The estimated costs of the renovation are expected to be approximately $60,000-$80,000 per field. The City's contribution is limited to the provision of the 3-yard green waste bin and associated disposal services, as well as continuing to provide dragging services for the first game/practice of the day.

BACKGROUND

The City of Santa Fe Springs entered into an agreement with Metropolitan Little League (Metro) to facilitate baseball activities for the youth in our community. This partnership is essential in providing structured recreational opportunities and enhancing youth engagement in sports.

The original Facility Use Agreement between the City and Metro was approved on January 19, 2023, with an effective term from January 31, 2023, through January 31, 2026. The Agreement includes a provision for extending the term for up to two additional one-year periods upon mutual consent of the parties.

To further enhance the offerings under this partnership, Metro has enlisted the support of EnFuegoU to produce a fall recreation baseball program and undertake significant renovations and upgrades to the fields at Lake Center Athletic Park.

ANALYSIS

The proposed Amendment No. 1 to the Facility Use Agreement with Metropolitan Little League enhances the City's efforts to promote youth sports and maintain quality recreational facilities. Through Metro Little League's partnership with EnFuegoU in the fall recreation baseball program, the City strengthens community engagement and ensures a well-managed experience for participants. The amendment includes significant renovations to Fields #1, #2, and #3 at Lake Center Athletic Park, funded by EnFuegoU, which will improve the safety and quality of the playing fields. Additionally, the amendment introduces a comprehensive daily mowing plan to maintain the fields at an optimal level.

The amendment also includes crucial insurance requirements to mitigate liability risks, ensuring that all parties are adequately protected. Financially, the arrangement is beneficial to the City, as EnFuegoU will donate the major costs, allowing the City to maintain its obligations with minimal additional expense. Overall, the amendment aligns with the City's strategic goals, enhancing recreational offerings and ensuring the continued upkeep of community assets.

ENVIRONMENTAL

The amendment is expected to have minimal environmental impact. Sustainable practices, such as efficient water usage through upgraded irrigation systems, careful fertilization and pest control, and responsible green waste disposal, are integral to the planned renovations and daily maintenance activities. These measures ensure that the field improvements enhance the park's quality while aligning with the City's commitment to environmental responsibility and sustainability.

DISCUSSION

The proposed Amendment No. 1 to the Facility Use Agreement introduces EnFuegoU as a key partner with Metro Little League in managing the fall recreation baseball program and overseeing significant renovations at Lake Center Athletic Park. EnFuegoU will handle various aspects of the program, including field preparation, renovations, and amenity upgrades, all at their own expense. The City will provide ongoing support through field dragging services and green waste disposal. Additionally, a comprehensive daily mowing plan has been outlined to maintain the fields in optimal condition. The amendment also includes insurance requirements to protect all parties involved. This

collaborative effort enhances the City's recreational offerings and ensures the continued quality and safety of the facilities.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, the City Clerk will obtain required signatures, work will commence, and league operations will begin.

ATTACHMENT(S):

A. Amendment #1
B. Use Agreement for Athletic Fields & Facilities

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

DEPARTMENT OF PARKS & RECREATION

AMENDMENT NUMBER ONE TO USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

This Amendment Number One ("Amendment") to the Use Agreement for Athletic Fields & Facilities ("Agreement") is made and entered into on this 22nd day of August, 2024, by and between the City of Santa Fe Springs ("City"), and Metropolitan Little League ("Organization").

RECITALS:

A. WHEREAS, Organization has enlisted the support of EnFuegoU, a youth sports baseball and softball organization, to produce a fall recreation baseball program.

B. WHEREAS, under the umbrella of Organization, EnFuegoU has agreed to manage league marketing, registration, coaching, training, league operations, and daily field preparation at its own expense.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. In addition to the use and terms and conditions thereof set forth in the Agreement, the City will allow Organization to use City facilities for a fall recreation baseball program in accordance with the following terms and conditions:

1. **Organization Partnership with EnFuegoU:**
    - Organization, with the support of EnFuegoU, will produce a fall recreation baseball program.
    - Organization, through EnFuegoU, will manage all aspects of the program, including league marketing, registration, coaching, training, league operations, and daily field preparation at their own expense.
        - Daily field preparation includes, but is not limited to, chalking and watering the fields.
2. **City Services:**
    - The City will continue to provide dragging services for the first game/practice of the day at no cost to Organization, in accordance with the existing Agreement.
3. **Field Renovations and Amenity Upgrades:**
    - Organization, through EnFuegoU at its own expense, will renovate Fields #1, #2, and #3 at Lake Center Athletic Park. This renovation includes, but is not limited to:
        - Fraise mowing
        - Leveling surfaces

        - Adding topsoil
        - Upgrading irrigation controllers, lines, and sprinklers
        - Installing home plates and base anchors
        - Adding soil amendments
    - In addition to the field renovations, EnFuegoU plans to upgrade certain amenities at their own expense, including:
        - Installing new padding on the outfield fencing
        - Upgrading the existing sound equipment
    - The City will provide large dumpster bins for green waste disposal and will handle all green waste disposal.
4. **Ongoing Maintenance Tasks** – the following requirements are estimates and will be performed as agreed upon between the City and Organization in writing.
    - **Mowing:**
        - Frequency: Mow the grass 6 times per week.
        - Height: Maintain the grass height between 1.5 to 2.5 inches, adjusting based on the specific type of grass and weather conditions.
        - Equipment: Use commercial-grade front throw reel mowers with sharp blades to ensure a clean cut and prevent damage to the grass. These mowers should be dedicated exclusively to this facility to ensure consistent quality and minimize wear and tear.
    - **Edging and Trimming:**
        - Edging: Edge the grass along the infield, base paths, and warning tracks weekly to maintain clean, defined borders.
        - Trimming: Trim around fences, dugouts, and other obstacles to ensure uniform grass height and appearance.
        - Equipment: Dedicated commercial blade edger with a metal blade.
    - **Irrigation:**
        - Frequency: Water the grass 2-5 times per week, depending on weather conditions and soil moisture levels.
        - Irrigation Controller Maintenance: Inspect and maintain the irrigation system regularly to ensure even coverage and prevent overwatering or dry spots.
    - **Fertilization:**
        - Schedule: Apply a balanced, slow-release fertilizer 3-5 times per year, with adjustments based on soil tests and seasonal needs.
        - Application: Evenly distribute the fertilizer across all fields to promote consistent growth and color.
        - Nutrient Monitoring: Conduct soil tests twice a year to monitor nutrient levels and adjust the fertilization plan as needed.
        - Safety: Ensure that any fertilizers used are safe for use on school grounds and meet all local and state regulations regarding the application of chemicals in areas frequented by children.
    - **Aeration and Overseeding:**
        - Aeration: Perform core aeration 2-3 times a year to reduce soil compaction and improve water and nutrient penetration.

        - Overseeding: Overseed the fields annually with winter rye grass in the fall to ensure a thick, healthy turf and fill in any bare or thin spots.
    - **Pest and Weed Control:**
        - Weed Management: Apply pre-emergent and post-emergent herbicides as needed to control weeds. Regularly inspect the fields for weed growth and remove any persistent weeds manually.
        - Pest Control: Monitor the fields for signs of pest infestations. Apply appropriate pesticides as necessary, following all safety guidelines and environmental regulations.
        - Safety: All pesticides and herbicides used must be approved for use on school properties, ensuring they are safe for children and meet all relevant safety standards.
    - **Repairs and Renovations:**
        - Sod Replacement: Replace damaged or dead grass areas with new sod as needed.
        - Topdressing: Apply a topdressing mix of sand and soil to level out uneven areas and improve drainage.
    - **Quality Assurance:**
        - Conduct weekly inspections of the fields to assess grass health, growth, and overall field conditions.
        - Maintain records of all maintenance activities, including mowing, fertilization, irrigation, and pest control.
        - Provide quarterly reports detailing the status of the grass, any issues encountered, and the actions taken to address them.
5. **Concession Stand Operations:**
    - Organization, through EnFuegoU, will operate the concession stand during the fall recreation baseball program.
6. **Volunteer Applications:**
    - Organization will ensure that EnFuegoU provides completed City Volunteer Applications for any volunteer that participates in the renovation project.
7. **Insurance Requirements:**
    - EnFuegoU shall list the City and Organization as additionally insured on its general liability insurance policy.
    - Proof of insurance reflecting these requirements shall be provided to the City prior to the commencement of any activities under this Amendment.
    - Insurance limits and terms shall be as approved by the City.

Section 2. All terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

[Signatures appear on the following page.]

METROPOLITAN LITTLE LEAGUE

By:_____
(Signature)

_____
(Print Name)

_____
(Title)

CITY OF SANTA FE SPRINGS

_____
Jay Sarno,
Mayor

ATTEST:

_____
Fernando Muñoz, CMC
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ivy M. Tsai
City Attorney

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CITY OF SANTA FE SPRINGS

COMMUNITY SERVICES DEPARTMENT

PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT is made and entered into this 24th day of January, 2023 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "CITY") and METROPOLITAN LITTLE LEAGUE, (hereinafter referred to as "ORGANIZATION").

RECITALS:

A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and

B. It is the CITY's desire to partner with a youth sports non-profit organization that has an "Everyone Plays" philosophy where registration is open and non-exclusive to any youth in the community; and

C. The goal and purpose of ORGANIZATION is to provide a baseball/softball sports program to the youth of the community.

D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through January 31, 2026, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to two additional one-year periods upon mutual agreement of the parties.

2. USE OF PREMISES

A. CITY grants ORGANIZATION the right to use the following locations ("Subject Facilities"), subject to the terms and conditions of this Agreement:

- Lake Center Athletic Park, located at 11641 Florence Avenue.
- Betty Wilson Center, located at 11641 Florence Avenue, limited to the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room.
- Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs, and

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- The field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs.

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

Exhibit A: Facility Use Procedures and Rules
Exhibit B: Facility Use Requirements
Exhibit C: Organization's Responsibilities
Exhibit D: Maintenance, Inspection, Improvements, and Signage

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

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

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

3. REVOCATION

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

4. LEGAL COMPLIANCE

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

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5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to or transferable to any persons, teams, organizations, or leagues.
All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of CITY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of CITY.

6. NOTICE

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

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

To ORGANIZATION:
Metropolitan Little League
Attention: President, Blake Carter
11641 Florence Ave.
Santa Fe Springs, CA 90670

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

7. ATTORNEYS FEES

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

8. GOVERNING LAW

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

9. ASSIGNMENT

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

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10. INSURANCE

A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

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

C. ORGANIZATION shall provide the following types and amounts of insurance:

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

D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:

1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.

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

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5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.

10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-

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insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.

12. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.

13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.

14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

15. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.

16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.

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

18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or

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ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

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

11. INDEMNIFICATION

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

12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

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

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The CITY has put in place preventative measures to reduce the spread of COVID-19; however, the CITY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an CITY park or CITY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

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

13. INDEPENDENT CONTRACTOR

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

14. ENTIRE AGREEMENT OF THE PARTIES

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

15. COUNTERPARTS

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

16. AUTHORITY TO EXECUTE THIS AGREEMENT

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

17. ELECTRONIC SIGNATURES

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

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

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

METROPOLITAN LITTLE LEAGUE

DocuSigned by:
By: _____
C27424825DB8471...
(Signature)

Blake Carter
(Print Name)

President
(Title)

By: _____
(Signature)

(Print Name)

(Title)

CITY OF SANTA FE SPRINGS

DocuSigned by:
_____
A549AC369A8A40A...
Juanita Martin
Mayor

ATTEST:

DocuSigned by:
_____
F19F32319FB445A...
Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

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

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EXHIBIT A – FACILITY USE PROCEDURES AND RULES

1. Permits for Athletic Fields are issued to the general public six (6) months prior to the allocation period. The allocation periods are as follows:

   - July-December: Permits issued in January of same year
   - January-June: Permits issued in July of previous year

2. The CITY recognizes that schedules may not be completed six (6) months in advance; therefore, it is the ORAGANIZATION'S responsibility to inform the CITY of general use dates six (6) months in advance. (i.e., Sundays beginning in August through December).

3. The ORGANIZATION must then submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.

4. Business Days are considered Monday through Thursday, 9 a.m. to 8 p.m., and Friday, 9 a.m. to 5 p.m.

5. A Cancellation is defined as when a permit is issued for the field and the ORGANIZATION contacts the CITY informing them that the permit for a day is no longer needed. Cancellations must be made no less than seventy-two (72) hours in advance.

6. A Schedule Adjustment is defined as when a permit is issued, and the ORGANIZATION is requesting a longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.

7. A No-Show for Permit is defined as when a permit is issued and the ORGANIZATION fails to show, and organized games/practices are not held on the said field, and the ORGANIZATION fails to notify the CITY a minimum of seventy-two (72) hours in advance. After the 3rd no-show, and any no-show thereafter, the ORGANIZATION will be charged a penalty $10 per field per day, to be billed monthly at the conclusion of the month and within 30 days.

8. The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.

9. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.

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10. The ORGANIZATION is responsible for staffing costs at a rate of $30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.

11. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.

12. For opening/closing day ceremonies, CITY will provide two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.

13. ORANIZATION will have a one-time use of a City facility (subject to availability) for a fundraising event. Facility use fees for said facility and deposit will be waived. If the fundraising event will require alcohol, the event must be 21 years and older, and the security fees will be charged. The ORGANIZATION is responsible for the cost of any damage to the facility, and must comply with the policies of the facility. Reservations of facility may be made up to one (1) year in advance.

14. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of $30 per hour that will be covered by the money raised. ORGANIZATION will be responsible for maintenance of facilities. Additionally, ORGANIZATION will be responsible for the field prep fees.

15. Requests for Sunday use, except when fall season is regularly played on Sundays, which is outside of traditional use, must be made a minimum of two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of $30 per hour.

16. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.

17. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.

18. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.

19. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.

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20. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.

21. No power vehicles/equipment other than City operated are permitted on the fields.

22. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.

23. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

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EXHIBIT B – FACILITY USE REQUIREMENTS

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

A. Facility Rental Application(s)

B. Payment in the amount of $2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit, penalty fees, or fees incurred from facility rentals) is due six (6) weeks after the commencement of the season.

C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.

D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.

E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.

F. Master calendar of events to include:
- Practice dates & times (including team/coach name)
- Game dates & times (including team names)
- Meetings dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
- Opening Day/Closing Ceremony dates & times
- Picture dates & times

G. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
- Tournaments
- All-star team practices or games
- Special events (movie nights, trunk-or-treats, fundraising events)

H. One copy of the Certificate of Insurance ($2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.

I. Semi-annual financial statement for periods ending June 30th and December 31st. (CITY may request additional documents in support of the financial statement.)

J. A roster identifying the city of residence of each player.

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

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EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES

A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.

B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.

C. ORGANIZATION is responsible for regulating the conduct of its board members, coaches, players, and parents while using the Subject Facilities.

D. No power vehicles/equipment other than City operated are permitted on the field

E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.

F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.

G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.

H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.

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EXHIBIT D – MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

MAINTENANCE

A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.

B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.

C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.

D. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).

E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to CITY immediately. Any equipment that is owned by ORGANIZATION shall be maintained by the ORGANIZATION at the ORGANIZATION'S expense. Any equipment that is owned by the CITY shall be maintained by the CITY.

F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or CITY.

INSPECTION

A. ORGANIZATION and CITY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

B. CITY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of CITY to inspect the Subject Facilities for defects or hazards under section A herein.

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IMPROVEMENTS

A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.

B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.

C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.

D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.

E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

SIGNAGE

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

FOR ITEM NO. 7, PLEASE SEE ITEM NO. 13

ITEM # 8

CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance & Administrative Services

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

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 6/30/2024	None
Outstanding principal at 6/30/2024	$35,908,028

Bond Repayment

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

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

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

FOR ITEM NO. 9, PLEASE SEE ITEM NO. 13

ITEM # 10

CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lana Dich, Director of Finance

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

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 6/30/2024	None
Outstanding principal at 6/30/2024	$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 6/30/2024	None
Outstanding principal at 6/30/2024	$395,000

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

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM NO. 11, PLEASE SEE ITEM NO. 13

FOR ITEM NO. 12, PLEASE SEE ITEM NO. 13

ITEM # 13

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, CMC, Acting City Clerk

SUBJECT: **MINUTES OF THE JUNE 4 AND JULY 16, 2024 REGULAR AND SPECIAL CITY COUNCIL MEETINGS**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular Council Meeting of June 4, 2024
- Special Council Meeting of July 16, 2024
- Regular Council Meeting of July 16, 2024

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. June 4, 2024 Regular Meeting Minutes
B. July 16, 2024 Special Meeting Minutes
C. July 16, 2024 Regular Meeting Minutes

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

June 4, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 6:03 p.m.

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

Members absent: None

INVOCATION
Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE
Councilmember Martin led the pledge of allegiance.

INTRODUCTIONS
Mayor Sarno introduced the following representatives from the Chamber of Commerce:

1. Karen Lomas – Financial Advisor from Principal Financial
2. Kathie Fink – SFS Chamber CEO
3. Scott Summerfield [via YouTube] – Owner of Cascade Pump Company

PRESENTATIONS

1. **"THE BEST OF SFS" (COMMUNITY SERVICES)**

2. **EVERY 15 MINUTES PROGRAM (PARKS & RECREATION)**

3. **PROCLAIMING THE MONTH OF JULY 2024 AS PARKS & RECREATION MONTH (PARKS & RECREATION)**

CHANGES TO AGENDA
None

PUBLIC COMMENTS
Peggy Radoumis spoke on behalf of Santa Fe Springs Women's Club.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
Community Services Manager, Ed Ramirez promoted the "Side Street Strutters" Jazz Band event at the city Library on June 7.

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

REGULAR BUSINESS

4. ADOPT RESOLUTION NO. 9915 APPROVING AND ADOPTING THE FISCAL YEAR 2024-25 OPERATING BUDGET (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the FY 2024-25 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers);

2) Authorize the carryover of unspent appropriations for vehicles/equipment expenditures, which were not received by June 30, 2025.

City Manager, René Bobadilla provided a brief introduction to Item No. 4. He talked about the new Parks and Recreation Department, the color coded department restructures, and labor agreements. Director of Finance, Lana Dich provided detailed information on final budget numbers and revenue distribution.

Councilmember Zamora asked about specialized groups that can represent the city in Sacramento, and if there's a need to have items in the budget in place for those potential costs. City Manager Bobadilla said the budget has a consultant line item in place for those needs.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to adopt the FY 2024-25 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers), and authorize the carryover of unspent appropriations for vehicles/equipment expenditures, which were not received by June 30, 2025, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

5. APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU)/AGREEMENTS BETWEEN THE CITY OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS CITY EMPLOYEES' ASSOCIATION (SFSCEA), THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION (SFSFFA), THE SANTA FE SPRINGS MANAGEMENT & CONFIDENTIAL ASSOCIATION (SFSMCA), AND THE SANTA FE SPRINGS

EXECUTIVE MANAGEMENT ASSOCIATION (SFSEMA), EFFECTIVE JULY 1, 2024 – JUNE 30, 2027 (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA)

2) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association (SFSFFA)

3) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Management & Confidential Association (SFSMCA)

4) Approve the MOU between the City of Santa Fe Springs and the Santa Fe Springs Executive Management Association (SFSEMA)

Assistant City Manager, Nicholas Razo provided a brief presentation on Item No. 5. Council thanked staff for the study sessions and for the finalization of the MOUs in record time.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Martin, to approve the MOUs between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association (SFSCEA), the Santa Fe Springs Firefighters Association (SFSFFA), the Santa Fe Springs Management & Confidential Association (SFSMCA), and the Santa Fe Springs Executive Management Association (SFSEMA), by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

A. CITY COUNCIL APPOINTMENT REGARDING PERSONNEL ADVISORY BOARD (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Appoint an individual to serve on a personnel advisory board to hear a personnel matter.

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

It was moved by Councilmember Martin, seconded by Councilmember Zamora, to appoint Whittier Police Captain Aaron Ruiz to the Personnel Advisory Board, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None

Recused: 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.

PUBLIC FINANCING AUTHORITY

6. MINUTES OF THE MAY 21, 2024 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

8. MINUTES OF THE MAY 21, 2024 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

HOUSING SUCCESSOR

10. MINUTES OF THE MAY 21, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

11. MINUTES OF THE MAY 21, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

12. MINUTES OF THE MAY 7 AND 21, 2024 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

13. SECOND READING OF ORDINANCE NO. 1139 TO SET CITY COUNCIL MEETINGS BY RESOUTION AND ADOPTION OF RESOLUTION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1139:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS

2) Adopt Resolution No. 9916:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING A CITY COUNCIL MEETING SCHEDULE THROUGH CALENDAR YEAR 2024

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1140:

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

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

15. ORDINANCE NO. 1141 RELATING TO COUNCIL COMPENSATION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1141:

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

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

16. RESOLUTION NO. 9917 ESTABLISHING CERTAIN CITY COUNCIL BENEFITS (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9917:

   A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ESTABLISHING CERTAIN CITY COUNCIL BENEFITS

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

17. SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Second Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.

19. RESOLUTION NO. 9913 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2024-25 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9913 setting the appropriation limit for Fiscal Year 2024-25.

20. IN-KIND SERVICES AGREEMENT WITH THE SOUTHEAST AREA SOCIAL SERVICES FUNDING AUTHORITY (SASSFA) FOR CONGREGATE AND HOMEBOUND MEAL PROGRAMS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve and authorize the Director of Community Services to execute the In-kind

Services Agreement (Agreement) with the Southeast Area Social Services Funding Authority (SASSFA) for congregate and homebound meal programs in FY 2024-2025; and

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

21. 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.

22. APPROVE AN AGREEMENT FOR CATCH BASIN MAINTENANCE WITH RON'S MAINTENANCE, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve an agreement with Ron's Maintenance, Inc., for catch basin inspection and cleaning, for a period of three years with two one-year renewal options for a not-to-exceed annual amount of $109,080.00; and

2) Authorize the City Manager to execute the agreement; and

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

23. RESOLUTION NO. 9914 – ADOPT COMMERCIAL STREET IMPROVEMENT SLAUSON AVENUE PROJECT FOR ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS (FISCAL YEAR 2024/25) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9914 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act; and

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

24. RESOLUTION NO. 9912 OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS WAIVING THE REQUIREMENTS OF CHAPTER 117 (OIL & GAS) OF THE SANTA FE SPRINGS CODE OF ORDINANCES FOR ONE UNLOCATED ABANDONED OIL WELL AT 12300 LAKELAND ROAD, SANTA FE SPRINGS, CALIFORNIA, AND RELATED ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9912, waiving the requirement of Chapter 117 (Oil & Gas) of the Santa Fe Springs Municipal Code of Ordinance for an unlocated abandoned oil well at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

2) Approve the Environmental Release and Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP, to indemnify and release the City of Santa Fe Springs from any and all liability associated with the oil and gas wells (API 04-037-16095 and API 04-037-16096), located on property at 12300 Lakeland Road, Santa Fe Springs, California (APN: 8025-002-026); and

3) Authorize the Mayor or designee to execute an Indemnity Agreement between the City of Santa Fe Springs and Duke Realty Lakeland Road LP.

Mayor Sarno requested to consider Item No. 18 separately from the rest of the consent agenda.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Rounds, to approve the consent calendar without Item No. 18, by the following vote:
Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

18. AUTHORIZATION TO ISSUE BLANKET PURCHASE ORDERS/AUTHORIZATION FOR FISCAL YEAR 2024-25 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2024-25.

Procurement Manager, Micah Herd provided a brief presentation on Item No. 18.

It was moved by Councilmember Zamora, seconded by Councilmember Martin, to authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2024-25, by the following vote:
Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS
None

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING
Councilmember Martin talked about the passage of the budget and about the “Every 15

Minutes" presentation. She talked about attending the In-Service training and also talked about the new-look budget.

Councilmember Rodriguez also commented on the "Every 15 Minutes" presentation. She also announced that the SFS Women's Club was able to provide scholarships to Santa Fe Springs residents that totaled approximately $22,000. She thanked the Finance department for putting together the budget.

Councilmember Zamora talked about resources for the homelessness, and how to go after a piece of the monetary pie in regards to an upcoming measures on the November ballot. He also talked about the Memorial Day event. For his AB 1234 report, he attended a conference where they discussed topics around artificial intelligence and waste compliance.

Mayor Pro Tem Rounds thanked the employee associations and looked forward to the future. He also talked about the Memorial Day event and looked forward to the summer. He wished all fathers in attendance a Happy Father's Day.

Mayor Sarno gave kudos to Parks and Recreation Director Gus Hernandez and also remarked at the great Memorial Day event. He congratulated all of the employee bargaining groups and also gave kudos to the SFS Women's Club.

ADJOURNMENT

Mayor Sarno adjourned the meeting in memory of Antonio Balderas at 7:45 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
Deputy City Clerk

APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

July 16, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 5:01 p.m.

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

Members absent: None

PUBLIC COMMENTS
There was no one wishing to speak during public comments.

CITY COUNCIL

1. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: Parcel Nos. 77069-01-01, 78251-01-01, 78252-01-01, 78253-01-01, 78324-01-02, and 78254-01-01.
Agency negotiator: City Manager
Negotiating parties: Caltrans
Under negotiation: Price and Terms

2. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Two cases (one relating to BKK Class I Landfill)

3. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to California Government Code Section 54956.9(d)(2))
Name of Case: City of Whittier, City of West Covina, et al, v. Superior Court of the State of California, County of Orange (LA Superior Court Case No. 23STCP03579)

Mayor Sarno recessed the meeting at 5:03 p.m.

Mayor Sarno reconvened the meeting at 6:01 p.m.

4. CLOSED SESSION REPORT
City Attorney, Ivy M. Tsai provided the following closed session report: Direction was

given to staff, and no reportable action was taken.

ADJOUNRMENT
Mayor Sarno adjourned the meeting at 6:01 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
Deputy City Clerk

APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

July 16, 2024

CALL TO ORDER
Mayor Sarno called the meeting to order at 6:01 p.m.

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

Members absent: None

INVOCATION
Mayor Pro Tem Rounds led the invocation.

PLEDGE OF ALLEGIANCE
Priscilla Rodriguez and staff from L.A. CADA led the pledge of allegiance.

INTRODUCTIONS
Mayor Sarno introduced the following representatives from the Chamber of Commerce:

1. Wendy Meader-Kunert – Tangram Interiors
2. Mark Gutierrez – Gilmar Automotive Group
3. Kathie Fink – Chamber CEO

PRESENTATIONS

1. PRESENTATION FROM PAUL NOVAK OF LAFCO REGARDING A PROPOSED TRANSFER TAX RESOLUTION (COMMUNITY DEVELOPMENT)

2. SENIOR ADVISORY COMMITTEE REPORT

3. PRIDE FAMILY PAINT NIGHT EVENT (COMMUNITY SERVICES)

4. 4th OF JULY EVENT RECAP (PARKS & RECREATION)

A. L.A. CADA PRESENTATION

CHANGES TO AGENDA
City Manager, René Bobadilla announced that a revised version of Item No. 9 was provided to Council to replace the one that was included in the original agenda packet.

PUBLIC COMMENTS
AJ Hayes and Bruce Crow spoke during Public Comments.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Parks and Recreation, Gus Hernandez talked about the opening of the Aquatic Center pools next week.

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

PUBLIC HEARING

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

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing;

2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;

3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2023/24 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Mayor Sarno opened the Public Hearing at 6:57 p.m.

There was no one wishing to speak.

Mayor Sarno closed the Public Hearing at 6:57 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2023/24 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

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

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 9919 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,

2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,

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

Mayor Sarno opened the Public Hearing at 6:58 p.m.

There was no one wishing to speak.

Mayor Sarno closed the Public Hearing at 6:58 p.m.

It was moved by Mayor Pro Tem Rounds, seconded by Councilmember Zamora, to adopt Resolution No. 9919 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive), authorize the Levying of the Fiscal Year 2024-25 Assessments, and take such additional, related, action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

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

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 9920 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,

2) Authorize the Levying of the Fiscal Year 2024-25 Assessments; and,

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

Mayor Sarno opened the Public Hearing at 6:58 p.m.

There was no one wishing to speak.

Mayor Sarno closed the Public Hearing at 6:59 p.m.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to adopt Resolution No. 9920 confirming the Fiscal Year 2024-25 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1,

authorize the Levying of the Fiscal Year 2024-25 Assessments, and take such additional, related, action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

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

RECOMMENDATION: It is recommended that the City Council:

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

2) Approve acceptance of CDBG funds as described in the body of this report;

3) Adopt Resolution No. 9921; and

4) Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

Mayor Sarno opened the Public Hearing at 7:00 p.m.

There was no one wishing to speak.

Mayor Sarno closed the Public Hearing at 7:00 p.m.

It was moved by Councilmember Rodriguez, seconded by Councilmember Martin, to approve acceptance of CDBG funds as described in the body of the report, adopt Resolution No. 9921, and authorize staff to transmit the planning documents to the County of Los Angeles Community Development Commission, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

REGULAR BUSINESS

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

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9923, calling for the holding of a general municipal election to be held on Tuesday, November 5, 2024, for the election of certain officers and for the consideration of a tax measure as required by the provisions of the laws of the State of California relating to general law cities; and

2) Adopt Resolution No. 9922, requesting the Board of Supervisors of the County of Los Angeles to consolidate a general municipal election to be held on November 5, 2024, with the statewide general election to be held on that date.

City Manager, René Bobadilla provided a brief introduction to Item No. 9. He talked about the great need to repair roads which cost more money to repair as time passes. This is a parcel tax that will be paid by the business community, not the residents. It will increase 2% per year for 25 years, and hopes to generate about $6 million a year.

Chris Figueroa spoke on Item No. 9. Andy Sands from The Orden Company also spoke and mentioned the improvement from the proposal two years ago.

Mayor Sarno thanked the Chamber of Commerce and all the businesses involved. City Manager Bobadilla stated that transparency is at the forefront and additional outreach material will be distributed. Mayor Pro Tem Rounds stressed the need to repair all roads. Councilmember Martin commented that no one likes additional taxes, and thanked the businesses for meeting in the middle.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to adopt Resolution No. 9923, calling for the holding of a general municipal election to be held on Tuesday, November 5, 2024, for the election of certain officers and for the consideration of a tax measure as required by the provisions of the laws of the State of California relating to general law cities, and adopt Resolution No. 9922, requesting the Board of Supervisors of the County of Los Angeles to consolidate a general municipal election to be held on November 5, 2024, with the statewide general election to be held on that date, with staff's recommendations, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

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

RECOMMENDATION: It is recommended that the City Council:

1) Direct staff to engage with EnFuegoU to explore partnership possibilities for Little Lake Park and the Santa Fe Springs Athletic Fields; and

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

City Manager Bobadilla introduced Director of Parks & Recreation, Gus Hernandez to provide additional information on EnFuegoU, a youth development organization that helps develop baseball and softball skills. Most of the money will be contributed by EnFuegoU, making the City's contribution minimal. Director Hernandez introduced Alex Corral, Founder & CEO of EnFuegoU to provide more information.

Mayor Sarno asked what happens to local baseball leagues. Mr. Corral says that EnFuego U helps pad local leagues with more players because they improve their quality.

Councilmember Zamora said that he has concerns about the removal of basketball courts, playground, and wading pools at Little Lake Park. He also talked about incorporating pickle ball courts, a walking track, and other amenities as part of negotiations with EnFuegoU.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to direct staff to engage with EnFuegoU to explore partnership possibilities for Little Lake Park and the Santa Fe Springs Athletic Fields, and take such additional, related action that may be desirable, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: 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.

PUBLIC FINANCING AUTHORITY

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve a Professional Services Agreement with iWater, Inc. to provide water valve maintenance services in the amount of $155,000.00;

2) Authorize the Executive Director to execute the agreement; and

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

CITY COUNCIL

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1140:

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

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1141:

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

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

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

2) Waive further reading and introduce Ordinance No. 1142 by title, amending Chapter 154 (Subdivisions) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Pursuant to Santa Fe Springs Municipal Code Section 34.23 and California Public Contract Code Section 22050, by a four-fifths vote authorize continuing the repairs without competitive bidding; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to Prestige Paving Company, Inc. of La Mirada, California for $25,994.95 (Less 5% Retention); and

2) Approve the final contract amount with Prestige Paving Company, Inc. in the amount of $153,756.86, including the aggregate change order amount of $24,498.00; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Award a construction contract to Sequel Contractors, Inc., of Santa Fe Springs, California in the amount of $807,165 for the construction of the Shoemaker Avenue and Broadway Avenue Street Improvement Project and authorize the City Manager to execute the agreement; and

2) Appropriate $391,000 from Redevelopment Project Tax Allocation Bond funds to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504); and

3) Authorize the Director of Public Works to execute Task Order No. 71 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services for $109,980; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Introduce by title only and waive further reading of Ordinance No. 1144: An Ordinance of the City of Santa Fe Springs Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code relating to electric Vehicle charging stations; and

2) Approve hours of use for two EV charging stations at City Hall as follows: 1) Employee use from 7:00 am to 6:00 pm (Monday – Friday); and 2) General Public use from 6:00 pm to 7:00 am, non-working hours and all day on weekends; and

3) Authorize an annual appropriation of $7,500 from the SCAQMD Motor Vehicle Subvention Fund to cover the annual cost for subsidizing charging service and energy bills related to the Employee Electric Vehicle Charging Incentive Program; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve adding the City Hall Entrance Lobby, Council Chambers, and Conference Room Remodel Project to the Capital Improvement Plan; and

2) Appropriate $69,550 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the subject project; and

3) Award Task Order No. 3 to JMDiaz, Inc. of City of Industry, California for the Design of City Hall Entrance Lobby, Council Chambers and Conference Room Remodel Project; and

4) Authorize the Director of Public Works to execute Task Order No. 3 for on-call professional engineering services with JMDiaz, Inc.; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Award Task Order No. 4 to JMDiaz Inc., of City of Industry, California for the Design of Stage Road and Iseli Road Street Improvements in the amount of $87,801; and

2) Authorize the Director of Public Works to execute Task Order No. 4 for on-call professional engineering services with JMDiaz, Inc.; and

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

25. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF INTERSECTION IMPROVEMENTS AT VALLEY VIEW AVENUE AND ALONDRA BOULEVARD – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Award Task Order No. 6 to JMDiaz Inc., of City of Industry, California for Engineering Design Services for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project in the amount of $260,067.00; and

2) Authorize the Director of Public Works to execute Task Order No. 6 for on-call professional engineering services with JMDiaz Inc.; and

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

26. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF COMMERCIAL STREET IMPROVEMENTS TO DINARD AVENUE, MARYTON AVENUE, MARQUARDT AVENUE, PARK STREET, AND PIKE STREET – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Award Task Order No. 5 to NV5, Inc., of Irvine, California for Engineering Design Services for Dinard Avenue, Maryton Avenue, Marquardt Avenue, Park Street, and Pike Street Rehabilitation Improvements in the amount of $197,270.00; and

2) Authorize the Director of Public Works to execute Task Order No. 5 for on-call professional engineering services with NV5, Inc.; and

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

27. APPROVE AMENDMENT NUMBER ONE TO THE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF IRWINDALE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment Number One to the agreement with the City of Irwindale to provide additional signal maintenance services; and

2) Authorize the City Manager to execute the amendment on behalf of the City; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment Number Two to the agreement with the City of Paramount to provide additional signal maintenance services; and

2) Authorize the City Manager to execute the amendment on behalf of the City; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 2 (Attachment A) to the landscape maintenance services agreement with Merchants Landscape Services, Inc. exercising the final one-year extension and increasing the annual contract amount to $997,905.24; and

2) Authorize the Mayor to execute Amendment No. 2; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve Resolution No. 9918 to prohibit the parking of vehicles on the street nightly between the hours of 9 PM and 6 AM on the east side of Forest Street from its intersection with Clark Street to 215′ south of the intersection; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 3 to Funding Agreement No. MR315.41 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Valley View Avenue and Alondra Avenue Intersection Improvements; and

2) Authorize the City Manager to execute Amendment No. 3; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Plans and Specifications for the Heritage Park Native American Pond Improvement Project; and

2) Authorize the City Engineer to advertise for construction bids; and

3) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing a purchase order to Sunrise Ford to purchase three (3) Ford Explorer police pursuit vehicles in the amount of $213,771; and

2) Authorize the City Manager to establish an agreement/purchase order in an amount that shall not exceed $75,000 to acquire the items and services necessary to upfit the vehicles for field use; and

3) Authorize a budget transfer from the Equipment Acquisition and Replacement Fund in the amount of $288,771 for the items above and services.

Mayor Pro Tem Rounds requested to pull Item No. 29 from the consent calendar because he received complaints about center medians and quality of work. Council agreed to table Item No. 29 to a subsequent meeting.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, to approve the consent calendar without Item No. 29, by the following vote:

Ayes: Martin, Rodriguez, Zamora, Rounds, Sarno
Nayes: None
Absent: None
Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Rodriguez appointed Isabel Cervantes to the Planning Commission.

Mayor Pro Tem Rounds appointed Scarlet Espinoza and Angelica Gamboa to the Youth Leadership Committee, and Luis Collazo to the Historical and Community Preservation Advisory Committee.

Councilmember Zamora appointed Serenity Hernandez to the Youth Leadership Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Martin talked about the great 4th of July event. She also talked about the great involvement form Senator Bob Archuleta. She thanked AJ Hayes for speaking up and thanked the Chamber of Commerce for supporting the City. Lastly, she thanked the MarketingTeam for their great work.

Councilmember Rodriguez also commented on the 4th of July event and the Concerts in the Park. She thanked the IT Department and highlighted the Whittier Police Department for their help with the unhoused.

Councilmember Zamora echoed the sentiments of the other Councilmembers and thanked everyone for attending the meeting.

Mayor Pro Tem Rounds thanked L.A. CADA staff for their presentations. He commented on the upcoming Relay for Life Event on September 21st.

Mayor Sarno, thanked Director of Parks and Recreation Hernandez and welcomed Isabel

Cervantes to the Planning Commission. He thanked AJ Hayes for speaking and thanked City Manager Bobadilla for pushing to get things done.

ADJOURNMENT

Mayor Sarno adjourned the meeting at 8:07 p.m.

_____
Jay Sarno
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
Deputy City Clerk

ITEM # 14

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: **PURCHASE OF FIREFIGHTER STRUCTURAL SAFETY EQUIPMENT (TURNOUTS)**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Award of purchase to Municipal Emergency Services for $132,140.14 for nineteen (19) complete sets of firefighter safety turnout gear and associated structural fire protective equipment; and

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

FISCAL IMPACT

The Department of Fire-Rescue received council approval for structural firefighting safety equipment in the amount of $160,000 through the Fiscal Year 2024-2025 budgeting process. Working with the vendor on better pricing, the Department of Fire-Rescue staff was able to reduce the cost of turnouts, reducing the budgeted amount needed by approximately $28,000.

BACKGROUND

The Department of Fire—Rescue has aimed to enhance our firefighting team's safety and effectiveness by acquiring new, advanced protective safety turnout gear. Turnout equipment technology is rapidly evolving, with the introduction of lighter and more flexible materials. State-of-the-art firefighter turnout safety gear includes coats, pants, helmets, gloves, and boots.

Updating our personnel's structural safety equipment is critically timed as our current gear approaches the ten-year service lifespan limit set by the NFPA 1851 standard, ensuring compliance and enhancing safety. The urgency of this purchase is underscored by the growing necessity for proper decontamination practices for firefighting turnouts aimed at safeguarding our firefighters against exposure to cancer-causing chemicals.

For this procurement, a sole source confirmation letter will facilitate the purchase, ensuring that the equipment meets our specific needs and standards for firefighter safety and effectiveness.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended actions, the Department of Fire-Rescue staff will create the necessary requisitions, proceed with the purchase, secure the new firefighter safety gear, and work with finance to pay all associated costs of the purchase.

ATTACHMENT(S):

A. Municipal Emergency Services Quote
B. Sole Source Confirmation Letter

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote #	QT1842166
Date	07/29/2024
Expires	08/13/2024
Sales Rep	Meyer, Lisa
Shipping Method	FedEx Ground
Customer	SANTA FE SPRINGS FD
Customer #	C57107

Bill To

ATTN: CHIEF MIKE KOZICKI
SANTA FE SPRINGS FD
11300 GREENSTONE AVE.
Santa Fe Springs CA 90670
United States

Ship To

SANTA FE SPRINGS FD
ATTN: CHIEF CHRIS SHIELDS
11300 GREENSTONE AVE.
SANTA FE SPRINGS CA 90670
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Aeroflex Coat	AEROFLEX COAT		AEROFLEX COAT Custom Aeroflex Coat SANTA FE SPRINGS-COAT-Black, 6.0 oz PBI Max LP	19	$2,437.23	$46,307.37
Aeroflex Pant	AEROFLEX PANT		AEROFLEX PANT Custom Aeroflex Pant SANTA FE SPRINGS-PANT- Black, 6.0 oz PBI Max LP	19	$1,522.64	$28,930.16
HD-NLPR-SQ-			The MaskMate™ Hood with Nomex Lenzing Prevent	46	$122.90	$5,653.40
ULW6R350-White			Lightweight UST-LW traditional styled fiberglass structural fire helmet with ReTrak integrated visor & 6" brass eagle -	6	$388.99	$2,333.94
ULW6R350-Black			Lightweight UST-LW traditional styled fiberglass structural fire helmet with ReTrak integrated visor & 6" brass eagle -	40	$388.99	$15,559.60
BT5007-Black-12-E			Honeywell Pro-Warrington Leather Structural Boot-NFPA - ref Quote 78950	31	$660.00	$20,460.00

To place an order please contact Lisa Meyer at (951) 903-3749.
Thank you for doing business with MES!

Subtotal	$119,244.47
Shipping Cost	$375.00
Tax Total	$12,520.67
Total	$132,140.14

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1842166

January 10, 2024

Santa Fe Springs Fire - Rescue
11300 Greenstone Ave
Santa Fe Springs, CA 90670

Re: Sole Source Confirmation

To Whom This May Concern,

This letter is to certify that Municipal Emergency Services (MES) is the sole authorized Fire-Dex distributor in Santa Fe Springs. MES may promote, distribute, sell, and offer technical assistance on behalf of Fire-Dex, LLC for all product lines.

If you have any questions, please feel free to contact me.

Regards,

Kelsey McKinley

Kelsey McKinley

Contract Administrator
(330) 427-8440
kelseymckinley@firedex.com

ITEM # 15

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: **CALIFORNIA STATE LIBRARY GRANT AWARDS FOR *EBOOKS FOR ALL* AND *PLAY FOR ALL-POP UP AND PLAY* PROGRAMS AT THE SANTA FE SPRINGS CITY LIBRARY**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve and authorize the Director of Community Services to execute the agreements for *eBooks for All and Play for All- Pop Up and Play* grant awards by the California State Library; and

2) Approve the recognition of $35,064 in grant funds awarded by the California State Library, with $12,000 allocated for the *eBooks for All* program and $23,064 allocated for the Play for All Grant; Pop Up & Play Program, and authorize the deposit of these funds into the Library & Cultural Services Administration's State Grants/Subventions revenue account (No. 10105699-442000); and

3) Approve an increase in expense authority by $35,064 in the Library & Cultural Services Administration's Audio-Visual expenditure account (No. 10105699-523010) to allow for the expenditure of the grant funds; and

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

FISCAL IMPACT

The California State Library (CA Library) has awarded the Santa Fe Springs City Library (SFS Library) a total of $35,064 in grant funds, with $12,000 allocated to the *eBooks for All* program and $23,064 to the *Play for All-Pop Up & Play* initiative. These funds will be recorded in the Library & Cultural Services Administration’s State Grants/Subventions

revenue account (No. 10105699-442000).

The "eBooks for All" grant requires a $3,000 matching contribution; funding is available in the Library & Cultural Services Administration's Audio-Visual expenditure account (No. 10105699-523010). This matching amount will support the purchase and distribution of eBooks at the SFS Library. The "Pop Up & Play" grant requires no matching funds.

BACKGROUND

The Library Services and Technology Act (LSTA) is a federal library grant program that was signed in being by the President of the United States on October 1, 1996. The LSTA allocates annual library funding to all 50 states using a population based formula. In the state of California, the CA Library is then responsible to administer LSTA funds to local libraries through various competitive grant opportunities and awards.

SFS Library staff have been diligent in applying for CA Library grants and on July 1, 2024, the City was notified that two grants had been awarded in support of programs and resources for the community. The first award, in the amount of $12,000, is for *eBooks for All*, which funds the Library's purchase of e-books and e-audiobooks for the State Library's e-book and e-audiobook collection. The second award, in the amount of $23,064, is for *Play for All-Pop Up & Play*, which helps libraries design and create welcoming family play spaces and offer meaningful programming around play for marginalized young children.

ANALYSIS

Through the CA Library awarded grants, the SFS Library will be able to provide programs and resources to the community that may not have been feasible otherwise. This helps the SFS Library offer a wider range of up-to-date and diverse resources for library patrons.

Specifically, the *eBooks for All* grant provides funds for SFS Library staff to select materials for the Palace Project, the State Library's collection of eBooks and eAudiobooks. The SFS Library's participation in this program allows the City to purchase materials for this collection that is of interest to our community.

The *Play for All-Pop Up & Play* grant supports libraries in addressing the barriers and inequitable access to quality play spaces and play-based programming young children may experience in marginalized, under-resourced, and underserved communities. Staff will work with the Little Lake School District's Education Services Department and local families to develop play activities and resources that respond to their sociocultural needs, lived experiences, and interests. Library staff will also provide program materials in both paper and digital formats in English, Spanish, and Korean.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the Community Services Director to execute the grant agreements, SFS Library staff will submit all necessary documentation to the CA Library to ensure that the monetary awards are received in a timely manner.

ATTACHMENT(S):

A. *eBooks for All* Grant Agreement
B. *Play for All-Pop Up & Play* Grant Agreement

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

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ATTACHMENT A

July 1, 2024

Deborah Raia, Library Manager
Santa Fe Springs City Library
11700 Telegraph Rd.
Santa Fe Springs, CA 90670

Dear Deborah Raia:

The California State Library is pleased to approve the grant application for the eBooks for All project for a total of 12000 in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's Manage Your Current Grant webpage (https://www.library.ca.gov/grants/manage/) for more information.

LSTA Funds and Payments
Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than $20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

Reporting
Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's Manage Your Current Grant (https://www.library.ca.gov/grants/manage/) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

Requirements Specific to Your Project
The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

Required Survey
As a requirement of receiving an LSTA Grant, you must take the California Cultural Collections Protection Survey. Specific instructions for your organization will be

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forthcoming shortly. This survey must be completed immediately after your award period begins.

Grant Management System
The State Library is in the process of transitioning to a new grants management system. We do not anticipate this to cause any significant interruption in your grant project or required reporting. Your Grant Monitor will be in contact with you once your account is configured in the new system and will be available to support you during the transition.

Project Support Team
LSTA awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library and an Equity Advisor. Your project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov.
- The Chris Durr is available to assist you with programming questions, partnerships and general brainstorming and problem solving. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:
BDA50981C41C416...

Greg Lucas
California State Librarian

cc: Jessica Magallanes jessicamagallanes@santafesprings.org
Chris Durr chris.durr@library.ca.gov
Michelle Killian michelle.killian@library.ca.gov
Nicole Olson federalgrants.fiscal@library.ca.gov
Lynne Oliva lynne.oliva@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

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THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-E-24-06
File #:	E-06
IMLS #:	LS-256808-OLS-24
Organization:	Santa Fe Springs City Library
Project Title:	eBooks for All
Award Amount:	$12,000

2024/2025 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	$0
Consultant Fees	$0
Travel	$0
Supplies/Materials	$0
Equipment ($5,000 or more per unit)	$0
Services	$12,000
Project Total	$12,000
Indirect Cost	$0
Grant Total	$12,000(LSTA Funds Only)
Payment Schedule	In Full

In Process

Start Date:	July 01, 2024
End Date:	6/30/2025

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

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LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)

AWARD AGREEMENT AND CERTIFICATION OF COMPLIANCE

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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs City Library for the eBooks for All AWARD AGREEMENT NUMBER LS-E-24-06

This Award Agreement ("Agreement") is entered into on July 01, 2024 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

In Process

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded eBooks for All project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of $12,000 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until **September 30, 2025**. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on 6/30/2025 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to eBooks for All opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
   - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the Restrictions on the Use of LSTA Grant Funds, also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

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D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

In Process

Reporting Period	**Report**	**Due Date**
N/A	Baseline Self-Assessment Due	August 15, 2024
July - September	1st Quarter Financial Report Due	October 15, 2024
October - December	2nd Quarter Financial Report Due and Mid Project Program Narrative Report Due	January 15, 2025
January - March	3rd Quarter Financial Report Due	April 15, 2025
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2025
60 Days from Project End Date *(if end date is extended see extension letter for new dates)*	Liquidation Financial Report Due *(Only required if encumbered funds have not been spent by project end date)*	August 31, 2025

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4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

In Process

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over $20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**

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The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

8. **Budget Contingency Clause**
    a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
    b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
    c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
    d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2024-2025 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
    e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
    f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
    g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.

In Process

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EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

   The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

   Common, applicable award materials include, but are not limited to:
   - Project toolkits
   - Digital resources
   - Publications
   - Survey templates
   - Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

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a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

> *"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*
>
> As appropriate, this disclaimer should be added:
>
> *"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*

c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see IMLS Acknowledgement Requirements.
e. IMLS Logo: Use of the IMLS logo, which can be downloaded on the IMLS Logos page, is required on any publications. Please refer to the IMLS Brand Standards page for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the IMLS Media Content Authorization and Release form.

3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

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employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.

7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Santa Fe Springs City Library	**California State Library**
Deborah Raia	Michelle Killian
11700 Telegraph Rd.	900 N Street
Santa Fe Springs, CA, 90670	Sacramento, CA 95814
562-868-7738 Ext 7814	(916) 603-6706
deborahraia@santafesprings.org	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

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shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

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1) The dangers of drug abuse in the workplace.

2) The Subrecipient's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Subrecipient's drug-free workplace policy statement.

2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

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termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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22. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or

    b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or

    c. Withhold Federal or State income taxes from Subrecipient's payments

    Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

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but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.

28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.

30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

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distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

a. The copyright in any work developed under this grant or contract under this award; and

b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.

31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed $12,000 and shall be expended/encumbered in the designated award period.

    During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

32. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

33. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

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the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

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34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

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approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Federal Restrictions on the Use of LSTA Funds
(e) LSTA Award Requirements
(f) Certificate of Compliance
(g) Project Summary
(h) Subrecipient's Application
(i) All other attachments hereto, including any that are incorporated by reference.

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36. Payment:
    a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
    b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
    c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
    d. For awards with total funding exceeding $20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

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e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the U.S. General Services Administration (contact the Grant Monitor for more information).
f. Payment will be made only to the Subrecipient.
g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.

37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

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38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.

39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.

40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.

42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

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Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq*.), which also incorporates Library Services and Technology Act (LSTA).

a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et*. *seq*. This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.

44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.

45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.

46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

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the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

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    a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. In-full payments are typically made for awards totaling $20,000 or less.
    e. Funding for awards totaling more than $20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
    f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
    g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

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- N/A upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

49. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

50. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

51. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
    a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

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b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

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55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

    The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

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Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

The Code of Federal Regulations (CFR) specifies what expenditures and activities LSTA funding can and cannot support. LSTA awardees are cautioned that they must abide by all regulations when implementing their projects and in using grant funds. Applicants and awardees should contact the State Library at LSTAgrants@library.ca.gov in cases of ambiguity or uncertainty, or with any questions about identifying allowable cost items under Federal procedures.

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Unallowable Costs and Restrictions

The following list includes common unallowable costs and restrictions on the use of federal funds. This summary is provided for convenience. It is not exhaustive, and applicants and awardees should not rely solely on the information provided here when developing project budgets, implementing projects, and using grant funds.

Advertising and public relations

Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable. See electronic code of federal regulations: Advertising and Public Relations

Advisory councils

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. See electronic code of federal regulations: Advisory Councils

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Advocacy, lobbying, and associated costs
The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. See electronic code of federal regulations: Lobbying

Alcoholic beverages
Costs of alcoholic beverages are unallowable. Code of Federal Regulations: Alcoholic Beverages

Backfill and salaries or benefits for individuals not directly contributing to the grant-funded project
Costs not integral or directly contributing to the project are not allowable as direct costs. See electronic code of federal regulations: Direct Costs

Bad debts or other financial costs
Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. Code of Federal Regulations: Bad Debts.

Building, construction, renovation, and permanent installation and/or affixation costs
Building, construction, or renovation costs are unallowable. Permanent installations and affixations are unallowable. See electronic code of federal regulations: Equipment and Other Capital Expenditures, Rearrangement and Reconversion Costs, and Maintenance and Repair Costs

Collection development purchases not integral to the project and not aligned with programming
Collection development purchases not integral to the project and not aligned with programming are unallowable.

Contributions, donations, honorariums, stipends
Contributions, donations, honorariums, stipends are not allowable. *Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable.*

Costs that are NOT integral to the project, reasonable, and/or necessary
For costs to be considered allowable, they must be integral to the project, reasonable and necessary.

Devices capable of connecting to the internet

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Devices capable of connecting to the internet are unallowable for awardees that are not Children's Internet Protection Act (CIPA) compliant.

Entertainment and performances
Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. See electronic code of federal regulations: Entertainment

Equipment not approved by IMLS
All proposed equipment purchases (single item or unit valued at $5,000 or more) must receive IMLS approval in order to be considered allowable.

Fines and penalties
Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See electronic code of federal regulations: Fines and Penalties

Food and refreshments
Food and refreshments are unallowable unless an approved project activity requires a working meal. Applicants should consult the State Library with questions.

Fundraising
Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. See electronic code of federal regulations: Fundraising and Investment Management Costs

General government expenses
The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. See electronic code of federal regulations: General Government Expenses

Gifts, honorarium, stipends, awards, or other incentives
Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. See electronic code of federal regulations: Contributions and Donations

Income from project
Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as

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manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. See electronic code of federal regulations: Program Income for further information. Awardees must contact their project support team if they anticipate their project generating income.

Losses on other grants (e.g. using one grant to cover excess costs incurred for another grant-funded project)
Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs. See electronic code of federal regulations: Losses on Other Awards or Contracts

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Memberships, subscriptions, and professional activities
Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. See electronic code of federal regulations: Memberships, Subscriptions, and Professional Activities

Out-of-state travel
The State Library's policy on out-of-state travel is that it is generally not allowed. If a proposed project will include out-of-state travel (e.g., attendance at an out-of-state conference), applicants should consult the State Library before submitting their application in order to determine whether State Library approval is possible.

Per diems
Travel rates, accommodations, and meals are to be reimbursed at actual cost value, not to exceed the organizations approved cost rate or the federal rate at time of travel. Per diem flat rates are not allowable. For example, if the awardee organization has a per diem dinner reimbursement rate of $23 and the traveler spent $19 on dinner, the awardee may utilize $19 in LSTA funding toward the meal cost, not $23.

Premiums, prizes, incentives, souvenirs, and giveaway items
Promotional items and memorabilia, including models, and souvenirs are unallowable. Giveaway items including, but not limited to, prizes, treats, hygiene kits, and books are unallowable. See Advertising and Public Relations

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EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.
The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.
All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

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application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.
CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the Children's Internet Protection Act (CIPA) webpage on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's Code of Federal Regulations outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

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C. Language Access Services

To remain compliant with Title VI of the Civil Rights Act of 1964, all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.

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EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPESENTATIVE**: I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the Code of Federal Regulations established by the United State Office of Management and Budget

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

IMLS LSTA Administration Guidance

California Code of Regulations established by the California Office of Administrative Law

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The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount $12,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
    c. Establish a Drug-Free Awareness Program to inform employees about:
        i. the dangers of drug abuse in the workplace;
        ii. the person's or organization's policy of maintaining a drug-free workplace;
        iii. any available counseling, rehabilitation and employee assistance programs; and,
        iv. penalties that may be imposed upon employees for drug abuse violations.
    d. Every employee who works on the proposed Agreement will:
        i. receive a copy of the company's drug-free workplace policy statement; and,
        ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

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false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

   Current State Employees (Pub. Contract Code § 10410):

   a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code § 10411):

   a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

   If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

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and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

7. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

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9. **NONDISCRIMINATION**:

   The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

   a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
   b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
   c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
   d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
   e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

    The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

    a. Are presently excluded or disqualified;

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b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. **TRAFFICKING IN PERSONS:**
The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. **CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF $100,000) (31 U.S.C. § 1352):**

a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

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an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- draft legislation or resolutions
- travel to meetings of governmental bodies urge passage of legislation or resolutions
- survey voters regarding passage and drafting of legislation or resolutions
- pay governmental fees (use fees, ballot filing fees, permits, etc.)

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14. **DRUG-FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION**: The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

☐ An individual applicant that is CIPA compliant

☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant

☐ Not subject to CIPA requirements

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17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.

18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

    The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

    However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

    The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

    Common, applicable award materials include, but are not limited to:
    - Project toolkits
    - Digital resources
    - Publications
    - Survey templates
    - Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.

20. **ADDITIONAL CERTIFICATIONS**: The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

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- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Deborah Raia	**Title**: Library Services Manager
Email:	**Phone**:
Signature:	**Date**:

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Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	**Address:**
Authorized Representative	
Signature:	**Date**:
Printed Name of Person Signing: Deborah Raia	**Title:** Library Services Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N St. Sacramento, CA 95814
Signature: DocuSigned by: BDA50981C41C416...	**Date**: 7/8/2024
Printed Name of Person Signing: Greg Lucas	**Title:** State Librarian

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LSTA PROGRAM
FINANCIAL CLAIM
PAYMENT

Grant Award #: LS-E-24-06 **Date:**

Invoice #: LS-E-24-06-01 **PO #:**

Payee Name: Santa Fe Springs City Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $12,000.00
(Payable Upon Execution of Agreement)

Type of Payment:
- ☐ PROGRESS
- ☐ FINAL
- ☒ IN FULL
- ☐ AUGMENT

Grantee Name: Santa Fe Springs City Library
(Name on Award Letter and Agreement)

In Process

Project Title: eBooks for All

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Deborah Raia
(Print Name)

Library Services Manager
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

Docusign Envelope ID: 294A7BCC-BF6C-4AE7-B041-91594CF3B4DA

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

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ATTACHMENT B

July 1, 2024

Deborah Raia, Library Manager
Santa Fe Springs City Library
11700 Telegraph Road
Santa Fe Springs, CA 90670

Dear Deborah Raia:

The California State Library is pleased to approve the grant application for the Pop Up & Play project for a total of $23,065 in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's Manage Your Current Grant webpage (https://www.library.ca.gov/grants/manage/) for more information.

LSTA Funds and Payments
Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than $20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

Reporting and Assessment
Financial and program narrative reports, including assessments, are required throughout and following the project period. All required reporting materials are located on the State Library's Manage Your Current Grant (https://www.library.ca.gov/grants/manage/) webpage. Reporting periods and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports and assessments is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

Requirements Specific to Your Project

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The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

- If more detail has been requested for items in the budget that will be identified through a co-design process, then approval from CSL is required before funds can be expended on these items. Please reach out to the grant monitor with this information once it is available.

Required Survey
As a requirement of receiving an LSTA Grant, awardees must complete the California Cultural Collections Protection Survey. If you have not recently completed the survey, a direct link will be provided by your Grant Monitor. This survey must be completed by August 15, 2024.

Grant Management System
The State Library is in the process of transitioning to a new grants management system. We do not anticipate this to cause any significant interruption in your grant project or required reporting. Your Grant Monitor will be in contact with you once your account is configured in the new system and will be available to support you during the transition.

Project Support Team
LSTA awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library and an Equity Advisor. Your project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Wendy Amireh and can be reached via email at wendy.amireh@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Shana Sojoyner and can be reached via email at shana.sojoyner@library.ca.gov.
- An Equity Advisor is available to assist you in connecting with your community and identifying training and resources related to the project. The Equity Advisor assigned to your project is Linda Stewart and can be reached via email at stewart@plpinfo.org.

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:
BDA50981C41C416...

Greg Lucas

Docusign Envelope ID: ECFBC21F-F086-459A-9B40-2C36DC68DE7A

California State Librarian

cc: Olga Gonzalez: olgagonzalez@santafesprings.org
Shana Sojoyner: shana.sojoyner@library.ca.gov
Linda Stewart: stewart@plpinfo.org
Wendy Amireh: wendy.amireh@library.ca.gov
Nicole Olson: federalgrants.fiscal@library.ca.gov
Lynne Oliva: lynne.oliva@library.ca.gov
Reed Strege: reed.strege@library.ca.gov
Natalie Cole: natalie.cole@library.ca.gov

In Process

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THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-P-24-08
IMLS #:	LS-256808-OLS-24
Organization:	Santa Fe Springs City Library
Project Title:	Pop Up & Play
Award Amount:	$23,065

2024/2025 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	$0
Consultant Fees	$0
Travel	$0
Supplies/Materials	$16,390
Equipment ($5,000 or more per unit)	$6,675
Services	$0
Project Total	$23,065
Indirect Cost	$0
Grant Total	$23,065
Payment Schedule	45/45/10

In Process

Start Date:	7/1/2024
End Date:	6/30/2025

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

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LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)

AWARD AGREEMENT AND CERTIFICATION OF COMPLIANCE

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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs City Library for the Pop Up & Play AWARD AGREEMENT NUMBER LS-P-24-08

This Award Agreement ("Agreement") is entered into on 7/1/2024 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

In Process

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded Pop Up & Play project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of $23,065 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until 6/30/2025. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on 9/30/2025 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to Play for All opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
   - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the Restrictions on the Use of LSTA Grant Funds, also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

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D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

In Process

Reporting Period	**Report**	**Due Date**
N/A	Baseline Self-Assessment Due	August 15, 2024
July - September	1st Quarter Financial Report Due	October 15, 2024
October - December	2nd Quarter Financial Report Due and Mid Project Program Narrative Report Due	January 15, 2025
January - March	3rd Quarter Financial Report Due	April 15, 2025
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2025
60 Days from Project End Date *(if end date is extended see extension letter for new dates)*	Liquidation Financial Report Due *(Only required if encumbered funds have not been spent by project end date)*	August 31, 2025

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4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

In Process

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over $20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**

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The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

8. **Budget Contingency Clause**
    a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
    b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
    c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
    d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2024-2025 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
    e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
    f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
    g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.

In Process

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EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

   The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

   Common, applicable award materials include, but are not limited to:
   - Project toolkits
   - Digital resources
   - Publications
   - Survey templates
   - Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

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a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

> *"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*
>
> As appropriate, this disclaimer should be added:
>
> *"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*

c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see IMLS Acknowledgement Requirements.
e. IMLS Logo: Use of the IMLS logo, which can be downloaded on the IMLS Logos page, is required on any publications. Please refer to the IMLS Brand Standards page for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the IMLS Media Content Authorization and Release form.

3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

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employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.

7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Santa Fe Springs City Library	**California State Library**
Deborah Raia	Wendy Amireh
11700 Telegraph Road	900 N Street
Santa Fe Springs, CA, 90670	Sacramento, CA 95814
(562) 868-7738	(916) 603-7129
deborahraia@santafesprings.org	wendy.amireh@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

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shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

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1) The dangers of drug abuse in the workplace.

2) The Subrecipient's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Subrecipient's drug-free workplace policy statement.

2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

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termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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22. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or

    b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or

    c. Withhold Federal or State income taxes from Subrecipient's payments

    Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

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but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.

28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.

30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

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distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

a. The copyright in any work developed under this grant or contract under this award; and

b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.

31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed $23,065 and shall be expended/encumbered in the designated award period.

    During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

32. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

33. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

    Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

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the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

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34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.

    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

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approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Federal Restrictions on the Use of LSTA Funds
(e) LSTA Award Requirements
(f) Certificate of Compliance
(g) Project Summary
(h) Subrecipient's Application
(i) All other attachments hereto, including any that are incorporated by reference.

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36. Payment:
    a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
    b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
    c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
    d. For awards with total funding exceeding $20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

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e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the U.S. General Services Administration (contact the Grant Monitor for more information).
f. Payment will be made only to the Subrecipient.
g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.

37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

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38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.

39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.

40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.

42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

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Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq*.), which also incorporates Library Services and Technology Act (LSTA).

a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et*. *seq*. This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.

44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.

45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.

46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

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the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

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    a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. In-full payments are typically made for awards totaling $20,000 or less.
    e. Funding for awards totaling more than $20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
    f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
    g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

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- $10,379 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of $10,379
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of $2,307

49. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

50. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

51. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
    a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

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b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

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55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

    The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

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Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

The Code of Federal Regulations (CFR) specifies what expenditures and activities LSTA funding can and cannot support. LSTA awardees are cautioned that they must abide by all regulations when implementing their projects and in using grant funds. Applicants and awardees should contact the State Library at LSTAgrants@library.ca.gov in cases of ambiguity or uncertainty, or with any questions about identifying allowable cost items under Federal procedures.

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Unallowable Costs and Restrictions

The following list includes common unallowable costs and restrictions on the use of federal funds. This summary is provided for convenience. It is not exhaustive, and applicants and awardees should not rely solely on the information provided here when developing project budgets, implementing projects, and using grant funds.

Advertising and public relations

Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable. See electronic code of federal regulations: Advertising and Public Relations

Advisory councils

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. See electronic code of federal regulations: Advisory Councils

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Advocacy, lobbying, and associated costs
The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. See electronic code of federal regulations: Lobbying

Alcoholic beverages
Costs of alcoholic beverages are unallowable. Code of Federal Regulations: Alcoholic Beverages

Backfill and salaries or benefits for individuals not directly contributing to the grant-funded project
Costs not integral or directly contributing to the project are not allowable as direct costs. See electronic code of federal regulations: Direct Costs

Bad debts or other financial costs
Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. Code of Federal Regulations: Bad Debts.

Building, construction, renovation, and permanent installation and/or affixation costs
Building, construction, or renovation costs are unallowable. Permanent installations and affixations are unallowable. See electronic code of federal regulations: Equipment and Other Capital Expenditures, Rearrangement and Reconversion Costs, and Maintenance and Repair Costs

Collection development purchases not integral to the project and not aligned with programming
Collection development purchases not integral to the project and not aligned with programming are unallowable.

Contributions, donations, honorariums, stipends
Contributions, donations, honorariums, stipends are not allowable. *Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable.*

Costs that are NOT integral to the project, reasonable, and/or necessary
For costs to be considered allowable, they must be integral to the project, reasonable and necessary.

Devices capable of connecting to the internet

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Devices capable of connecting to the internet are unallowable for awardees that are not Children's Internet Protection Act (CIPA) compliant.

Entertainment and performances
Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. See electronic code of federal regulations: Entertainment

Equipment not approved by IMLS
All proposed equipment purchases (single item or unit valued at $5,000 or more) must receive IMLS approval in order to be considered allowable.

Fines and penalties
Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See electronic code of federal regulations: Fines and Penalties

Food and refreshments
Food and refreshments are unallowable unless an approved project activity requires a working meal. Applicants should consult the State Library with questions.

Fundraising
Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. See electronic code of federal regulations: Fundraising and Investment Management Costs

General government expenses
The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. See electronic code of federal regulations: General Government Expenses

Gifts, honorarium, stipends, awards, or other incentives
Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. See electronic code of federal regulations: Contributions and Donations

Income from project
Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as

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manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. See electronic code of federal regulations: Program Income for further information. Awardees must contact their project support team if they anticipate their project generating income.

Losses on other grants (e.g. using one grant to cover excess costs incurred for another grant-funded project)
Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs. See electronic code of federal regulations: Losses on Other Awards or Contracts

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Memberships, subscriptions, and professional activities
Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. See electronic code of federal regulations: Memberships, Subscriptions, and Professional Activities

Out-of-state travel
The State Library's policy on out-of-state travel is that it is generally not allowed. If a proposed project will include out-of-state travel (e.g., attendance at an out-of-state conference), applicants should consult the State Library before submitting their application in order to determine whether State Library approval is possible.

Per diems
Travel rates, accommodations, and meals are to be reimbursed at actual cost value, not to exceed the organizations approved cost rate or the federal rate at time of travel. Per diem flat rates are not allowable. For example, if the awardee organization has a per diem dinner reimbursement rate of $23 and the traveler spent $19 on dinner, the awardee may utilize $19 in LSTA funding toward the meal cost, not $23.

Premiums, prizes, incentives, souvenirs, and giveaway items
Promotional items and memorabilia, including models, and souvenirs are unallowable. Giveaway items including, but not limited to, prizes, treats, hygiene kits, and books are unallowable. See Advertising and Public Relations

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EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.
The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.
All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

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application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.
CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the Children's Internet Protection Act (CIPA) webpage on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's Code of Federal Regulations outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

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C. Language Access Services

To remain compliant with Title VI of the Civil Rights Act of 1964, all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.

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EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPESENTATIVE**: I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the Code of Federal Regulations established by the United State Office of Management and Budget

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

IMLS LSTA Administration Guidance

California Code of Regulations established by the California Office of Administrative Law

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The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount $23,065. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
    c. Establish a Drug-Free Awareness Program to inform employees about:
        i. the dangers of drug abuse in the workplace;
        ii. the person's or organization's policy of maintaining a drug-free workplace;
        iii. any available counseling, rehabilitation and employee assistance programs; and,
        iv. penalties that may be imposed upon employees for drug abuse violations.
    d. Every employee who works on the proposed Agreement will:
        i. receive a copy of the company's drug-free workplace policy statement; and,
        ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

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false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

   Current State Employees (Pub. Contract Code § 10410):

   a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code § 10411):

   a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

   If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

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and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

7. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

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9. **NONDISCRIMINATION**:

   The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

   a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
   b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
   c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
   d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*),
      which prohibits discrimination on the basis of age; and
   e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

    The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

    a. Are presently excluded or disqualified;

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b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. **TRAFFICKING IN PERSONS:**
The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. **CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF $100,000) (31 U.S.C. § 1352):**

a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

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an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- draft legislation or resolutions
- travel to meetings of governmental bodies urge passage of legislation or resolutions
- survey voters regarding passage and drafting of legislation or resolutions
- pay governmental fees (use fees, ballot filing fees, permits, etc.)

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14. **DRUG-FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION**: The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

☐ An individual applicant that is CIPA compliant

☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant

☐ Not subject to CIPA requirements

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17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.

18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

    The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

    However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

    The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

    Common, applicable award materials include, but are not limited to:
    - Project toolkits
    - Digital resources
    - Publications
    - Survey templates
    - Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.

20. **ADDITIONAL CERTIFICATIONS**: The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

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- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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Certification

ORGANIZATION	
Name: Santa Fe Springs City Library	**Address** *(official and complete)*: 11700 Telegraph Road Santa Fe Springs, CA 90670
PROJECT COORDINATOR	
Name: Olga Gonzalez	
Email: olgagonzalez@santafesprings.org	**Phone**: 562-868-7738
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Deborah Raia	**Title**: Library Manager
Email: deborahraia@santafesprings.org	**Phone**: (562) 868-7738
Signature:	**Date**:

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Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name: Santa Fe Springs City Library	**Address:** 11700 Telegraph Road Santa Fe Springs, CA 90670
Authorized Representative	
Signature:	**Date**:
Printed Name of Person Signing: Deborah Raia	**Title:** Library Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N St. Sacramento, CA 95814
Signature: DocuSigned by: BDA50981C41C416...	**Date**: 7/8/2024
Printed Name of Person Signing: Greg Lucas	**Title:** State Librarian

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LSTA PROGRAM
FINANCIAL CLAIM
PAYMENT

Grant Award #: LS-P-24-08 **Date:**

Invoice #: LS-P-24-08-01 **PO #:**

Payee Name: Santa Fe Springs City Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $10,379.00
(Payable Upon Execution of Agreement)

Type of Payment:
- ☒ PROGRESS
- ☐ FINAL
- ☐ IN FULL
- ☐ AUGMENT

Grantee Name: Santa Fe Springs City Library
(Name on Award Letter and Agreement)

In Process

Project Title: Pop Up & Play

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Deborah Raia
(Print Name)

Library Services Manager
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

Docusign Envelope ID: ECFBC21F-F086-459A-9B40-2C36DC68DE7A

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: ECFBC21F-F086-459A-9B40-2C36DC68DE7A

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ITEM # 16

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: **CITY-WIDE BRANDING SERVICES REQUEST FOR PROPOSALS**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the issuance of a City-Wide Branding Services Request for Proposals (Branding RFP) for the development of a new City brand and branding guide; and

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

FISCAL IMPACT

The Community Services Department budgeted $40,000 for the initial phase of the City-Wide Branding project in Fiscal Year 2024-25. However, there is no fiscal impact associated with the issuance of the City-Wide Brand Services RFP. The cost to develop a new brand will be determined based upon the proposals received through the RFP process. A recommendation for contract award will be brought back to the City Council for final approval.

BACKGROUND

Originally, the City of Santa Fe Springs' seal was developed and used in the colors of black and white and, on special documents, such as proclamations, it was given a gold background with black outlines. The seal served dual purposes as both the City's seal and logo for many years. Eventually, a colorized seal, in hues of blue, yellow, and black, was created and utilized as the City's logo.

In 2008, after the construction of the pedestrian bridge, that connects the Northeast and Southwest corners of the properties along the intersection of Telegraph Rd. and Norwalk Blvd., the City contracted with a vendor to develop a new City logo memorializing the bridge and development in several color schemes as shown below.

CITY OF
SANTA FE SPRINGS

CITY OF
SANTA FE SPRINGS

CITY OF
SANTA FE SPRINGS

The City Seal and Bridge Logo continues to be used to this day; however, no branding guidelines were ever approved by City Council. It is proposed that the City Seal remain, however, a change of colors may be recommended to fall in-line with a new branded color scheme, replacing the current color version.

At this time, City staff are proposing to issue an RFP for Branding Services to re-brand the City with a new logo, color scheme, and creation of a Brand Manual. The creation of a new City of Santa Fe Springs brand is essential to identify the dynamic aspirations and advancement of the community; one that embraces the City's character, history, and vision for the future.

ANALYSIS

As part of our continued effort to strengthen our identity and improve communication with the public, it is essential to develop a comprehensive and cohesive branding strategy. A well-executed branding initiative will help us articulate the City of Santa Fe Springs' vision, values, and unique characteristics, thereby enhancing the City's reputation, both regionally and at the State, while also supporting economic development, and fostering community engagement. A new brand can also help to:

- Show the City's growth and evolution
- Signal the City's commitment to progress, innovation, and economic vitality
- Enhance civic pride
- Address outdated imagery while engaging new audiences
- Support strategic initiatives by prioritizing values in a clear and visually appealing way
- Compete in a globalized world with an easily identified brand

The proposed RFP will seek to engage qualified branding agencies to develop a city-wide branding strategy that includes the creation of a new logo, tagline(s), color scheme, iconography, and other visual and messaging elements that reflect the City of Santa Fe Springs' identity. The selected vendor will also provide guidelines, in the form or a Brand Manual, for the consistent use of the brand across various city departments, marketing materials, and communication platforms.

The branding process is anticipated to take two years to complete with a Phase I & II. The first phase of the project will involve research and significant stakeholder engagement, including input from residents, business owners, community leaders, and city staff. This inclusive approach will ensure that the final brand accurately represents the diverse voices and aspirations of our community.

The second phase of the project involves development of at least 5 branding conceptual logo designs to establish the vision and direction based upon input garnered in Phase I. These concepts will once again be brought for review by community stakeholders and the top design options will be presented to City Council for final selection. Once a design is approved, Phase II, will also include the development of the Brand Manual to maintain consistency and uniformity in future content creation for all media, marketing, and communication materials.

The creation of a new City of Santa Fe Springs brand is not merely a cosmetic change; it

is an investment in the City's identity. It provides an opportunity to reflect on what Santa Fe Springs stands for, where it is headed, and how it wants to be perceived by the world. A thoughtful, well-designed brand identity can be a powerful symbol that encapsulates the essence of the City and propels it toward future success.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon authorization, the RFP for City-Wide Branding Services will be issued by the end of August, with proposal submissions due in October. The proposals will be evaluated by a selection committee comprised of city staff from various departments, including the City Manager's Office. A recommendation for the award of the contract will be brought back to the City Council for approval.

ATTACHMENT(S):

A. Proposed City-Wide Branding Services RFP

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

REQUEST FOR PROPOSALS
No. 25 - XXX

City – Wide Branding Services

Issue Date: **Monday, August 26, 2024**
Questions Due Date: **Wednesday, September 11, 2024, at 2 pm PDT**
Proposal Due Date: **Thursday, October 3, 2024, at 2 pm PDT**

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TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
Monday, August 26, 2024

PROJECT
City – Wide Branding Services

PROPOSAL OWNER
City of Santa Fe Springs – Creative Media & Communications
9255 South Pioneer Boulevard
Santa Fe Springs, CA 90670
Attn: Kaili Torres, Community Services Manager
Contact Phone: (562) 858 - 0511
Contact E-Mail: kailitorres@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact E-Mail: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, September 11, 2024, at 2 pm PDT**. Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to:

(Insert Link)

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I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified consultants/firms to provide city – wide branding services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - X. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

(Insert Line)

Prospective firms must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Wednesday, September 11, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, October 3, 2024, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

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II. Introduction

The City of Santa Fe Springs, hereinafter referred to as "City," is soliciting proposals from consultants to provide city-wide branding services.

The consultant selected will be tasked with conducting branding study to research and recommend strategies for the City. Upon completion of the work described in the scope of work, the City hopes to accomplish the following objectives:

- Develop a cohesive brand concept to include a brand messaging, tagline(s), iconography, and logos that are adaptable for use across various departments and public service functions within the City, including but not limited to: the City Manager's Office, Community Development, Community Services, Finance, Fire & Safety, Parks and Recreation, Police Services, and Public Works. The brand concept will provide for a standard color palette and typography that ties to the brand promise.

- Create a Brand Manual/Style Guide that outlines how the brand works and creates design and style standards for all future media, marketing, and communication materials.

- Develop and deliver a consistent brand that aids with messaging, tourism, job seekers, residents, and business attraction and retention that is easily recognizable, marketable, and memorable. New brand imaging should reflect and illicit a modern and innovative emotional response.

Concepts and designs will be used, but not limited to, in the following ways:

- Street signs and wayfinding (including existing City welcome milestones)
- Marketing, media, and communication materials (brochures, print & electronic newsletter, fliers, promotional materials, etc.)
- Print and electronic advertising
- City Website and Service Request App iconography
- Social media
- Business cards
- Email signatures
- Letterhead and associated City stationery
- City building and facility signage
- Vehicle decals and applications
- Public Events and street banners
- City uniforms and branded attire (polos, sweaters, jackets, etc.)
- Additional items as may be identified

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton

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came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire services, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City has a vision statement that affirms: "The City of Santa Fe Springs is a great place to live, work and play," with the following mission statement: "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing: a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

IV. Timeline

• Release RFP	Monday, August 26, 2024
• Online Q&A Deadline	Wednesday, September 11, 2024, 2 pm PDT
• Deadline to Submit Responses	Thursday, October 3, 2024, at 2 pm PDT
• City Review of Submissions	Early/Mid October 2024
• Interviews	TBD (If Necessary)
• Notifications Sent to Contractors	Late October 2024
• Award	Late-October / Early November 2024

V. Scope of Work/Services

As referenced in Section II – Introduction, the City is seeking a consultant/firm to conduct branding services to research and recommend strategies for the City of Santa Fe Springs. Data collection and analysis are expected to develop modern logos and create a comprehensive visual identity, positioning, and messaging. The main goal is to ensure the brand aligns with the City's culture, reflects the City's strategic direction and vision, strengthens brand reputation amongst residents, business owners, and other community stakeholders and shareholders, and sets the stage for future support for advancing economic development activities within the City.

Research

A. Conduct a review and audit of all City communications materials.
B. Conduct a review of a similar local government agency(ies) with an effective marketing strategy.

C. Conduct quantitative research in the form of a brand survey in consultation with the City Manager's Office and launch of the survey.
D. Conduct qualitative research in focus groups and stakeholder interviews, including developing the focus group and interview instruments.
E. Assess the perception of the current brand based on data analysis of the research.
F. Analyze and research City's logo for modernization.
G. Present a report including findings and recommendations for necessary changes and/or updates to the current brand.

Logo Exploration/Creative Services

A. Develop a minimum of five (5) logo concepts to present to City staff and community stakeholders. It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.
B. Identify and develop brand positioning with a positioning statement.
C. Validate brand identity, positioning of the brand, and messaging through focus groups.
D. Develop brand iconography and associated brand logos for City Departments.
E. Develop possible taglines for the City.
F. Create an updated style guidelines document (Brand Manual).
G. Provide all final designs in various media forms (vector, jpeg, png, etc.) for printing and reproduction, general use by the City.

VI. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please review ***Section VII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VII. Proposal Format and Content

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the contractor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

B. Project Understanding and Approach - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, the methodologies and technologies you would employ, and the key milestones and processes you would use. Describe what information you would expect the City to supply.

C. Relevant Experience - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with project.

D. Proposed Statement of Work - Please provide a proposed Statement of Work, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

This section should also identify the number of staff that will be provided to address the City's needs. In addition, the section may be used to propose any procedural or technical enhancements/innovations to the Scope of Work which do not materially deviate from the objectives or required content of this RFP.

E. Conflict of Interest Statement – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See "Line-Item" tab in PlanetBids)

The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The

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budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Arial Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VIII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

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A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Experience of Firm and Project Personnel (40%)
    - Experience, resources, and qualifications of the firm and assigned individuals to perform tasks identified in the scope of work.
2. References Checks (25%)
    - Good reference checks from primary and/or secondary sources
3. Work Samples (20%)
4. Proposed fees for services (10%)
    - Proposed fees are reasonable
5. Responsiveness to RFP (5%)
    - Compliance with the required format
    - Offered new/innovative services, suggestions

Interviews

If necessary, the City may require the top-rated proposers to participate in an interview process. The City will notify proposers selected for the interview via email to schedule a date and time. As part of the interview process, proposers may be required to provide sample backgrounds reports to demonstrate work quality. For any sample report(s) submitted for the City's review, the report should identify a fictitious individual.

IX. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Lana Dich
City of Santa Fe Springs
Attn: Finance Department

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11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

X. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided

herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XI. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the vendor must submit a written request for a waiver of this requirement.

***C.* Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

***D.* Workers' Compensation and Employer's Liability**

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Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

XII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from

a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XIII. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XIV. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs,

which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

XV. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

XVI. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XVII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XVIII. Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

XIX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

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This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XX. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   2. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   3. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – References
Attachment B – Sample Agreement

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ATTACHMENT A –
REFERENCES

1. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
2. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
3. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
4. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
5. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	

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ATTACHMENT B –
SAMPLE AGREEMENT

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

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

1. TERM

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

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, 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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. 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)

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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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO 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.

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However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

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

To Consultant: _____
_____

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

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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

_____

Name: _____

Title: _____

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Date: _____ Date: _____

ATTEST: CONSULTANT

_____ _____

Fernando Muñoz, City Clerk Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

Ivy M. Tsai, City Attorney

Attachments:

	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

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EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

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EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

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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.

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ITEM # 17

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: **CITY WEBSITE DEVELOPMENT REQUEST FOR PROPOSALS**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the issuance of a City Website Development Request for Proposals (Website RFP) for the creation of a new City Website; and

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

FISCAL IMPACT

There is no fiscal impact associated with the issuance of the Website RFP. However, the cost to develop a new website will be determined based upon the proposals received through the RFP process. Once the proposals are evaluated, a recommendation for contract award, including the identified fiscal impact, will be brought back to the City Council for final approval.

BACKGROUND

The City of Santa Fe Springs originally contracted with Civica to develop, maintain, and host the City website at www.santafesprings.org. However, Civica was acquired by Granicus in 2015, who then continued to maintain and host the City's website for several years. In 2021, due to rising costs and lack of consistent support services City staff transitioned away from Granicus and entered into an agreement with Revize Software Systems, LLC (Revize). This agreement included a re-design to the City's website as well as maintenance and hosting services for a four (4) year period. The agreement with Revize will expire in October of 2025.

The successful development and launch of a new City website can take up to a year to

complete. Therefore, City staff are requesting to go to RFP to explore options available to develop and re-design the website, giving staff time to vet potential vendors and implement a new website prior to the expiration of the current contract.

ANALYSIS

The City's current website has been in use for a number of years, but no longer meets the evolving needs of our residents, businesses, visitors, and staff. Modern web design standards and technology advancements necessitate a comprehensive update to ensure accessibility, user-friendliness, and the integration of new functionalities.

The primary objectives for the new website include:

- Enhancing user experience and accessibility
- Ease of use for staff to make changes to keep information accurate and current
- Improving navigation and search functionality for streamlined access to information
- Integrating responsive design for mobile and tablet use
- Ensuring compliance with current web standards and regulations
- Providing multi-lingual user accessibility
- Facilitating online service delivery and enhanced community engagement
- Easily allows for upgrades with evolving branding, technologies, and functionality

In addition, the RFP contains language to address the possibility of a City-wide re-brand that will need to be incorporated into the look and feel of the website at a future time.

Issuing an RFP will allow the City to solicit proposals from qualified web development firms, providing a competitive process to evaluate the best options available.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Updating the City's website is a crucial step in enhancing our digital presence, communications with the public, and service delivery to the community. Authorizing the issuance of the Website RFP will allow the City to explore the best available options for this project. In addition, staff will return to the City Council with a detailed recommendation based upon the proposals received.

ATTACHMENT(S):

A. Proposed City Website Development

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

REQUEST FOR PROPOSALS
No. 25 - XXX

City Website Development Services

Issue Date: **Monday, August 26, 2024**
Questions Due Date: **Wednesday, September 11, 2024, at 2 pm PDT**
Proposal Due Date: **Thursday, September 26, 2024, at 2 pm PDT**

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TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
Monday, August 26, 2024

PROJECT
City Website Development Services

PROPOSAL OWNER
City of Santa Fe Springs – Creative Media & Communications
9255 South Pioneer Boulevard
Santa Fe Springs, CA 90670
Attn: Kaili Torres, Community Services Manager
Contact Phone: (562) 858 - 0511
Contact E-Mail: kailitorres@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 858 - 0511
Contact E-Mail: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, September 11, 2024, at 2 pm PDT**. Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to:

(Insert Link)

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I. Notice Inviting Proposals

The City of Santa Fe Springs seeks proposals from qualified consultants/firms to provide city website development services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 25 - X. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

(Insert Line)

Prospective firms must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Wednesday, September 11, 2024, at 2:00 pm PDT.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, September 26, 2024, at 2:00 pm PDT. Responses to this RFP will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

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II. Introduction

The City of Santa Fe Springs, hereinafter referred to as "City," is soliciting proposals from consultants to provide city website development services.

Under the direction of the City's elected officials and residents, the City Administration has identified a goal of improving the City's image and communication efforts. The City of Santa Fe Springs maintains a website that was last updated in 2021, however, its Content Management System (CMS) is outdated and difficult for staff to navigate. This website does not possess the dynamic state-of-the-art efficiencies and scalability required in the current user environments.

Additionally, the City currently operates three independently hosted and maintained websites for its Heritage Art Program, City Library, and main City site. Because of this, the City does not have consistent control over brand, content management, and functionality to effectively interact and communicate in a manner that meets current web and mobile user needs. The disparity in website functionality is detrimental to the City's ability to effectively communicate, share information, and present city services and information in a standardized and functional web environment that is up to present-day standards.

The purpose of this RFP is to solicit proposals from qualified consultants/firms to develop and host a new City Website that is user-friendly, innovative, and easily navigated, emphasizing access to the public. Upon completion of the work described in the scope of work, the City hopes to accomplish the following objectives:

- Offer the public an innovative and visually appealing City Website and CMS, that is multi-language functional.
- Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme (brand) throughout.
- Allow the three target audiences (residents, businesses, and visitors) ease of use, with consistent orientation and navigational aids such as a homepage link, hierarchical menus/structure, chatbot functionality, icons, accordion menus, and the like.
- Be easily upgradable and maintained by City staff web masters.
- Website ADA compliance to meet WCAG 2.2 guidelines.
- Capable of easily made substantial design and content alterations, with a CMS, by authorized non-technical users.
- Supports integration, or ability to embed, of several software applications, 3rd party widgets, and social media platform feeds such as ActiveNet, GovernmentJobs.com, PlanetBids, Laserfiche, GoSFS App, JotForm, FlippingBook, SirsiDynix Library ILS catalog access, Facebook, Team Sideline, YouTube, and Instagram, and facilitates the functionality and capability of future online transactions or 3rd party ecommerce portals.
- Viewable and quickly loadable despite web browser utilization.
- Use industry-standard techniques to ensure indexing and listing by all major search engines, including use of META tags, SEO-friendly URLs, and site structure.

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- Provide detailed page-level analytics, including traffic sources utilizing GoogleAnalytics.
- Provide online training references that permit content development, creation, and general changes by non-technical staff.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire services, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City has a vision statement that affirms: "The City of Santa Fe Springs is a great place to live, work and play," with the following mission statement: "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing: a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

IV. Timeline

- Release RFP — Monday, August 26, 2024
- Online Q&A Deadline — Wednesday, September 11, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, September 26, 2024, at 2 pm PDT
- City Review of Submissions — Early/Mid October 2024
- Interviews — TBD (If Necessary)
- Notifications Sent to Contractors — Late October 2024
- Award — Late October or Early November 2024

V. Scope of Work/Services

Under general direction from the Director of Community Services, the selected consultant will be responsible for the timely assessment of three websites including the City’s main site, the Library, and Heritage Arts websites, and the preparation and processing of a site

migration timeline and plan to accommodate the transfer or input of content and functionality to a new CMS.

The selected consultant shall be responsible for data gathering and analysis; overseeing and evaluating the design and implementation of all wireframes, content presentation and user experience layouts, and activities in order to conduct a full migration of all existing websites to a new, single City website with a CMS.

Provide training to City staff for both authorized non-technical and webmaster users for ongoing maintenance and management of website and CMS.

Allow for consistency in design and appearance while also allowing specific customization of functions and appearance for City departments or divisions as needed or requested.

Ensure the stability, security and user experience reliability of a new CMS, to include compliance with all language, legal, ADA or other website regulations.

Securely host site and provide ongoing IT support, trainings, and operational updates as needed for City and departments or divisions as requested following the launch of the new City website and CMS.

After completion of an anticipated two (2) year City-wide rebranding project (estimated completion in early 2026), work with City staff to implement a new design aesthetic including incorporation of a new City logo and seal, color scheme, iconography, or other design elements to enhance the look and feel of the website in line with City Council adopted branding guidelines.

*Respondents are encouraged to consider and propose alternative solutions, recommendations, and improvements for City website development.

VI. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please review ***Section VII – Proposal Format and Content*** - for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VII. Proposal Format and Content

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain, at a minimum the following information:

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A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the contractor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

B. Project Understanding and Approach - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, the methodologies and technologies you would employ, and the key milestones and processes you would use. Describe what information you would expect the City to supply.

C. Relevant Experience - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with project.

D. Proposed Statement of Work - Please provide a proposed Statement of Work, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

This section should also identify the number of staff that will be provided to address the City's needs. In addition, the section may be used to propose any procedural or technical enhancements/innovations to the Scope of Work which do not materially deviate from the objectives or required content of this RFP.

E. Conflict of Interest Statement – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal – Cost proposal should include the following:

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Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See “Line-Item” tab in PlanetBids)

The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Arial Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the vendor’s name; the name, address, email and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

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C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VIII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. Qualifications as they relate to this project (30%)
   - Thoroughness and understanding of the tasks to be completed
   - Background and experience in municipal website development
   - Experience of personnel assigned to the work
2. Ease of use, by non-technical staff, for proposed CMS (20%)
3. Reputation for integrity and competence (20%)
   - Positive Reference Checks
4. Work Samples (20%)
5. Proposed Fees and Charges for Service (10%)

Interviews

If necessary, the City may require the top-rated proposers to participate in an interview process. The City will notify proposers selected for the interview via email to schedule a date and time. As part of the interview process, proposers may be required to provide sample backgrounds reports to demonstrate work quality. For any sample report(s) submitted for the City's review, the report should identify a fictitious individual.

IX. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Lana Dich
City of Santa Fe Springs
Attn: Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the aware. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

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X. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XI. Insurance Requirements

Any vendor conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the vendor must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an

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amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. **Cyber Liability Insurance (if applicable)**
With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**
Coverage must be appropriate to Vendor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Vendor. If not covered under Vendor's liability policy, such "property" coverage of City may be endorsed onto Vendor's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance
The Certificate Holder must be listed as follows:

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City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to cerify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

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XII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

XIII. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XIV. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

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C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

XV. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

XVI. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

XVII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XVIII. Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

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XIX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XX. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   2. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   3. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

PLEASE REVIEW
Attachment A – References
Attachment B – Sample Agreement

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ATTACHMENT A –
REFERENCES

1. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
2. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
3. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
4. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	
5. Company Name:	**Contact Name:**
Contact Phone No.:	**Contact Email:**
Address:	**City, State, Zip:**
Service Performed:	**Dollar Amount of Contract:**
Date(s) of Contract:	
Description of Service Performed:	

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ATTACHMENT B –
SAMPLE AGREEMENT

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH

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

1. TERM

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

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, 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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. 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)

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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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO 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.

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However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

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

To Consultant: _____
_____

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

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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

_____

Name: _____

Title: _____

DRAFT

Date: _____ Date: _____

ATTEST: CONSULTANT

_____ _____

Fernando Muñoz, City Clerk Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

Ivy M. Tsai, City Attorney

Attachments:

	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

DRAFT

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or

involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

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

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

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

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

ITEM # 18

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: **AGREEMENT AMENDMENT NO. 1 WITH T&L ENTERPRISES, INCORPORATED**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve Agreement Amendment No. 1 with T&L Enterprises, Inc. for vending machine provision and operations; and

2) Authorize the City Manager, or City Manager's Designee, to execute any future amendments to the Agreement with T&L Enterprises, Inc.; and

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

FISCAL IMPACT

The City receives 5% of the flat gross profit of the vending machine sales, which typically amounts to $600 in revenue per year. These monies are deposited into the General Fund Corporations Contributions Revenue Account (No. 10105199-430300).

BACKGROUND

As part of the Health & Wellness initiative, staff partnered with a vending machine company in 2016 to bring four vending machines to the City of Santa Fe Springs for staff and visitors' enjoyment. These vending machines offered healthy snack and drink items for purchase and placed at the Activity Center, the Gus Velasco Neighborhood Center, and Town Center Hall.

Since 2016, the vending machine company has transferred ownership twice and is now owned and operated by T&L Enterprises, Inc. The City entered into a three-year agreement with T&L Vending, Inc. on August 1, 2023 for vending services, including the addition of a fifth vending machine. The current agreement specifies the number of vending machines and at which City facilities they may be located as shown below:

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

City staff are requesting to amend the current Agreement with T&L Vending, Inc. to allow for more vending machines to be placed at various City facilities, change the City staff contact, and allow the City Manager to execute future amendments to this agreement.

ANALYSIS

Staff are proposing to put a vending machine at the newly re-opened Aquatic Center lobby and possibly the main area of the pool deck, next to the bleachers. The vending machines will allow visitors and staff easy access to food and beverage options so they do not have to leave the facility to purchase elsewhere.

In addition, staff are requesting to allow for the City Manager, or the City Manager's Designee, to execute any future changes to the Agreement, allowing staff to effortlessly have a machine relocated, removed, or added as needed.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of Agreement Amendment No. 1 with T&L Vending, Inc. City staff to work with the vendor to place a vending machine at the Aquatic Center and plan for possible future locations such as the Aquatic Center pool deck area.

ATTACHMENT(S):

A. Agreement with T&L Enterprises, Inc.
B. Agreement Amendment No. 1 with T&L Enterprises, Inc.

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A

VENDING MACHINE AGREEMENT
WITH
T&L VENDING

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

W I T N E S S E T H :

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

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

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

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

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

1.0. OBLIGATIONS OF PARTIES

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

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

2.0. NOT EXCLUSIVE

2.1. VENDOR acknowledges that the CITY may enter into agreements with other VENDORs for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3.0. RENT AND PAYMENT

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

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

4.0. TERM AND TERMINATION

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

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

5.0. INSURANCE

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

(a) General Liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000), combined single limits, per occurrence.

(b) If VENDOR has employees, it shall have Workers' compensation insurance as required by the State of Calfornia.

6.0. GENERAL PROVISIONS

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

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

IF TO VENDOR:
T&L Vending
16781 Trudy Lane

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

Huntington Beach, CA 92647 Tel: (714) 330-5106	Santa Fe Springs, CA 90670 Tel: (562) 868-0511
Attn: Tony LaCasto	Attn: Gus Hernandez

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

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

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

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

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

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

VENDOR or any of VENDOR'S employees, except as set forth in this Agreement. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. VENDOR shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for VENDOR and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. VENDOR shall indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent vendor relationship created by this Agreement. VENDOR further agrees to indemnify and hold the CITY harmless from any failure of VENDOR to comply with the applicable worker's compensation laws. The CITY shall have the right to offset against the amount of any fees due to VENDOR under this Agreement any amount due to the CITY from VENDOR as a result of VENDOR'S failure to promptly pay to the CITY any reimbursement or indemnification arising under this paragraph.

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

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

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE)

VENDOR: T&L VENDING

By: _____
(Signature)

Anthony G. LaCosta
Printed Name

President
Title

CITY OF SANTA FE SPRINGS
A Municipal Corporation

_____
Juanita Martin
Mayor

ATTEST:

_____
Janet Martinez, CMC
City Clerk

APPROVED AS TO FROM:

_____
Ivy M. Tsai
City Attorney

AMENDMENT NUMBER ONE TO
THE VENDING MACHINE AGREEMENT WITH
T&L VENDING

THIS AMENDMENT NUMBER ONE ("Amendment") to the Vending Machine Agreement with T&L Vending ("Agreement") is made and entered into this 22nd day of August, 2024, by and between T&L ENTERPRISES, INC., D.B.A. T&L VENDING a California corporation ("VENDOR"), and the CITY OF SANTA FE SPRINGS, a California municipal corporation ("CITY").

SECTION 1. Section 1.1 of the Agreement is amended to read as follows: "The CITY agrees to provide space for Vending Machines and to provide electricity for their operation. The location and number of Vending Machines shall be solely determined by the CITY and set forth in writing to the VENDOR. The CITY may elect to change the location and number of Vending Machines from time to time and shall notify VENDOR of such changes in writing."

SECTION 2. Section 1.2 of the Agreement is amended to read as follows:

> VENDOR agrees to operate the Vending Machines using, at a minimum, generally accepted standards and practices for vending machine operation, including keeping them fully stocked, maintaining them, and keeping them in good repair and working condition. Maintenance, repair, and stocking shall be conducted during normal business hours, which may change from time to time at the locations where vending machines have been authorized by the CITY pursuant to Section 1.1.

SECTION 3. Section 6.2 of the Agreement dated August 1, 2023, is amended to read as follows:

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:

IF TO VENDOR:
T&L Vending
16781 Trudy Lane
Huntington Beach, CA 92647
Tel: (714) 330-5106
Attn: Tony LaCasto, President

IF TO CITY:
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 692-0261
Attn: Maricela Balderas, Community Services Director

SECTION 4. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

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

T&L ENTERPRISES, INC.

_____
Anthony G. LaCasto, President

CITY OF SANTA FE SPRINGS

_____
René Bobadilla, P.E., City Manager

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

ITEM # 19

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **RESOLUTION NO. 9924 – APPROVING BLANKET AUTHORITY TO FILE APPLICATIONS FOR MEASURE A GRANT FUNDS**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Resolution No. 9924 approving blanket authority to file applications for Measure A grant funds; and

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

FISCAL IMPACT

There is no fiscal impact associated with adopting Resolution No. 9924. The adoption of this resolution will allow staff to operate more efficiently by streamlining the process of applying for Measure A grant funds in the future, ensuring that the City can promptly and effectively seek financial support for eligible projects.

BACKGROUND

On November 8, 2016, voters in Los Angeles County approved the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, commonly referred to as Measure A. This measure provides ongoing funding for parks, recreational facilities, and open spaces across the county. The Los Angeles County Regional Park and Open Space District administers these funds and has established the policies and procedures required for applying for this grant.

In order to streamline the application process and ensure that the City can promptly apply for Measure A funds as opportunities arise, it is necessary to adopt a blanket resolution

granting the City authority to submit applications for these funds.

ANALYSIS

Adopting Resolution No. 9924 will streamline the City's process for applying for Measure A grant funds, allowing for quicker responses to funding opportunities. It designates the City Manager or designee to handle all related processes, enhancing efficiency in managing grant-funded projects. This positions the City to maximize funding benefits for park and recreational projects without requiring individual Council approvals for each application.

ENVIRONMENTAL

There is no environmental impact associated with this action, as the resolution solely pertains to the administrative process of applying for grant funds.

DISCUSSION

Resolution No. 9924 authorizes the City to file applications for Measure A grant funds on an ongoing basis, without requiring separate Council approval for each application. This will facilitate more efficient project management and ensure the City can maximize its potential to secure funding for eligible projects. The Resolution also designates the City Manager, or a designee, to negotiate, execute, and submit all necessary documents related to the grant applications, agreements, amendments, and payment requests. This delegation of authority is critical for maintaining flexibility and responsiveness in managing grant-funded projects.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, the City Clerk will properly certify the adopted Resolution No. 9924. City staff will then proceed to execute the Annual Allocation Agreement for Measure A funds.

ATTACHMENT(S):

A. Resolution No. 9924

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Attachment A

APPROVED:
ITEM NO.:

RESOLUTION NO. 9924

A RESOLUTION OF THE CITY OF SANTA FE SPRINGS APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the The City of Santa Fe Springs to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that The City of Santa Fe Springs must comply with; and

WHEREAS, The City of Santa Fe Springs will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE THE CITY OF SANTA FE SPRINGS HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

2. Certifies that The City of Santa Fe Springs understands the assurances and will comply with the assurances in the application form; and

3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Passed, approved and adopted this 22nd day of August 2024 by the following vote:

AYES:

NOES:

APPROVED:
ITEM NO.:

ABSENT:

ABSTAIN:

_____
Jay Sarno, Mayor

ATTEST:

_____
Fernando Muñoz, CMC, Deputy City Clerk

ITEM # 20

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 22, 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/Showers 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 early September 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 was made 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 was 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:	☐

ITEM # 21

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: **FIRE STATION APPARATUS BAY DOORS REPLACEMENT – FINAL PAYMENT**

DATE: August 22, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the Final Payment to GMAT, Inc. dba: Inland Overhead Door Co. of Colton, California for $27,620.00 (Less 5% Retention); and

2) Approve the final contract amount with GMAT, Inc. dba: Inland Overhead Door Co. in the amount of $234,400.00, including the aggregate change order amount of $25,400.00; and

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

FISCAL IMPACT

The Fire Station Apparatus Bay Doors Replacement project funding totals $485,000, funded entirely with Utility Users Tax (UUT).

The total project cost breakdown is estimated as follows:

ITEM		BUDGET
Construction	$	234,400.00
Design	$	10,000.00
Engineering	$	15,000.00
Inspection	$	20,000.00
Contingency	$	50,600.00
Estimated Total Project Cost:	$	330,000.00

The project is estimated to close with a surplus of approximately $155,000.00. Surplus

funds will be available to reprogram to other capital improvement projects.

The payment detail (Attachment A) represents the Final Payment (less 5% retention) due, per the terms of the contract, for the work that has been completed and found to be satisfactory. The retention will be released following the mandatory waiting period following the filing of the Notice of Completion with the LA County Registrar-Recorder.

BACKGROUND

Fire Station 1, located at 11300 Greenstone Avenue, had eight (8) roll-up style bay doors that had exceeded their service life. Fire Station 3, located at 15517 Carmenita Road, had three (3) roll-up style bay doors that had exceeded their service life as well. The door frames and supporting hardware had been stressed from daily usage to the point that the doors required nearly monthly repair. Unfortunately, the parts needed were no longer available, meaning major repairs required custom-built panels or retrofitting of newer panels available today.

The scope of work included the removal and replacement of all doors, tracks, and associated equipment. All bays would receive newly painted lightweight industrial roll-up doors, tracks, springs, anchors, and openers.

On October 17, 2023, the City Council approved the award of a contract to GMAT, Inc. dba: Inland Overhead Door Co. in the amount of $209,000 for the construction of the Fire Station Apparatus Bay Doors Replacement project.

A contract change order in the amount of $25,400 was issued to address the relocation of existing electrical conduits, adding additional electrical conduits, wiring new central door switches, and adjusting the existing T-bar ceiling at the fire station headquarters for the new coil doors. The final contract amount is $234,400, which includes the change order.

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The completion of the Fire Stations Apparatus Bay Doors Replacement project renewed the service life of the doors. The project will also help reduce maintenance costs and enhance security of the Fire Stations, while ensuring that the doors operate reliably and not unnecessarily delay emergency response time.

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended actions, the Public Works Department will coordinate with the Finance Department to issue a final payment to GMAT, Inc. dba: Inland Overhead Door Co. and proceed to close the project. The Public Works Department will then file the Notice of Completion with the LA County Registrar-Recorder as a part of the project closure. Following the mandatory waiting period after filing the Notice of Completion, Public Works will work with the Finance Department to release the retention payment.

ATTACHMENT:

A. Final Payment Detail

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

MEMORANDUM

Department of Public Works

FINAL PAYMENT
WITH 5% RETENTION

DATE: August 16, 2024
TO: Claribel Catalan, Account Clerk II
FROM: James Enriquez, P.E., Director of Public Works
ACTIVITY NO.: **PW230007**
PROJECT: Fire Station Apparatus Bay Doors Replacement

VENDOR: **GMAT, Inc. dba: Inland Overhead Door Company**
12401 La Cadena Drive
Colton, CA 92324

Please issue FINAL Payment.

DESCRIPTION	ACTIVITY NUMBER	PAYMENT AMOUNT
Total this period:	**PW230007**	$ 27,620.00
Retention this period:	**270010**	**$ 1,381.00**
FINAL PAYMENT:	**PW230007**	**$ 26,239.00**

FINAL PAYMENT

The attached agenda report approved on **8/6/2024,** recommends issuing the **Final Payment** noted above above be issued to the Contractor for satisfactory work completed on **7/8/2024.**

☑ The attached Notice of Completion is ready to file with the LA County Registrar-Recorder's Office.

RJ
8/8/24

ITEM # 22

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: **AUTHORIZING ISSUING ANNUAL BLANKET PURCHASE ORDERS TO ZUMAR INDUSTRIES, INC. AND PACIFIC PRODUCTS AND SERVICES, LLC, FOR TRAFFIC AND STREET SIGNS, RELATED ITEMS**

DATE: August 22, 2024

RECOMMENDATION

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

1. Authorizing awarding an annual blanket purchase orders to Zumar Industries, Inc. (Zumar) in the not-to-exceed amount of $50,000 per fiscal year for three (3) years; and

2. Authorizing awarding an annual blanket purchase orders to Pacific Products and Services, LLC (Pacific) in the not-to-exceed amount of $50,000 per fiscal year for three (3) years; and

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

FISCAL IMPACTS

No fiscal impacts.

Funds for this expenditure will be primary budgeted annually within the allocation for Public Works—Maintenance Services in the Street Maintenance/Signs and Striping (10432004) division. Purchase orders will be issued on an as-needed basis, and funds will not be encumbered until a specific need arises.

BACKGROUND

The City uses regulatory, warning, directional, and unique street signs for traffic control,

parking, and wayfinding. The Department of Public Works – Municipal Services inspects and maintains these signs, while the Department of Finance tracks and monitors inventory and usage through warehouse operations.

The current sign procurement process involves staff soliciting quotes for these items as needed. To ensure the availability of signage, a Request for Bids process was conducted to locate vendors capable of providing the needed items. By engaging in a formal bid process, staff hopes to identify vendors who can provide all necessary items within a reduced timeframe, obtain a lower rate, and reduce the need for maintaining quantities in inventory.

ANALYSIS

Last fiscal year, the City spent approximately $150,000 on traffic and street signs and related item. The process of procuring these items entailed soliciting quotes on a smaller, per project basis rather than issuing a formal bid request. Engaging in a formal process has identified an opportunity for significant savings on commonly used items. Staff anticipates an opportunity to observe cost savings up to $50,000 annually as a result of engaging in a formal process. In addition to the cost savings, there will be reduced staff time spent soliciting quotes for these items.

ENVIRONMENTAL

N/A

DISCUSSION

On June 12, 2024, the City issued Request for Bids No. 24-2 for Traffic and Street Signs, Related Items (See Attachment No. 1). The bid was posted via PlanetBids and advertised for over 30 days. A total of 124 bidders were notified; including eight (8) local businesses. Attachment No. 5 provides a list of the prospective bidders.

The bid requested pricing for a total of 47 commonly used items. This list included regulatory signs, warning signs, parking enforcement signs, street markers, LED/digital signs (Stop Signs with LED lights and digital speed limit signs), and posts/hardware used for mounting. Signs used for traffic and parking purposes adhere to the guidelines established in the California Manual on Uniform Traffic Control Devices (MUTCD). In addition, signs were requested to be delivered with reflective coating for enhanced visibility and anti-vandalism.

The bid closed on July 23, 2024, and a total of six (6) responses were received from the following vendors (in alphabetical order by vendor name):

LED Lighting Solutions (Temecula, CA)
Pacific Products and Services (Anaheim, CA)
Square Signs dba Front Signs (Burbank, CA)
Statewide Traffic Safety & Signs (Nipomo, CA)
Trentman Corporation (Auburn, CA)
Zumar Industries (Tacoma, WA)

After reviewing the pricing submitted and the qualifications, staff requests authorization to issue annual blanket purchase orders to Pacific and Zumar. Their pricing was the lowest of the other vendors that submitted bids. In addition, the City has conducted business with both vendors. They consistently provide satisfactory products and services.

Attachment No. 2 – Bid Results Summary, provides a list of each vendor's pricing for the requested items. It should be noted that the vendors selected first and second lowest, which were approximately 35 percent lower than the highest bidder. Attachment No. 3 & 4 contain the bid submission from each of the proposed awarded vendors.

By establishing a multi-year agreement, staff hopes to secure the best pricing long-term and reduce the need to carry high inventory volumes of these items in the City's warehouse. The selected vendors are aware of the items and quantities the City requires and are more willing to carry the inventory burden at their expense with the commitment.

SUMMARY/NEXT STEPS

Staff recommends awarding multi-year purchase orders in the amount of $50,000 per fiscal to Zumar and Pacific for traffic and street signs and related items. These vendors were the lowest bidders in response to an RFB submitted by the City.

If approved, staff will issue annual blanket purchase order authorizations to Zumar and Pacific in an amount that shall not exceed $50,000 per vendor per fiscal year. The total amount issued to each vendor shall not exceed $150,000 for the duration.

ATTACHMENTS

A. RFB 24 – 2 (Bid Document)
B. Bid Results Summary
C. Response from Zumar
D. Response from Pacific
E. Prospective Bidder List

ATTACHMENT NO. 1

REQUEST FOR BIDS
No. 24 - 2

Traffic and Street Signs and Related Items

Issue Date: **Thursday, June 13, 2024**
Questions Due Date: **Wednesday, June 26, 2024 at 2 pm PDT**
Proposal Due Date: **Thursday, July 11, 2024 at 2 pm PDT**

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I. Introduction

The City of Santa Fe Springs ("City") is soliciting competitive bids from qualified vendors capable of providing traffic and street signs in accordance with the specifications and terms and conditions identified in this Request for Bids (RFB). For this solicitation, "traffic signs" refer to any roadway sign that advises drivers and/or pedestrians of traffic laws, hazards, and/or directions. "Street signs" refers to signs used to identify the names of streets and the corresponding hundred blocks associated with the street.

Through this solicitation process, the City hopes to establish a minimum three (3) year purchase order/agreement, with possible extension options. The City may select multiple vendors to ensure the availability and timely delivery of items when needed.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

- Release Solicitation — Thursday, June 13, 2024
- Online Q&A Deadline — Wednesday, June 26, 2024, 2 pm PDT
- Deadline to Submit Responses — Thursday, July 11, 2024, at 2 pm PDT
- City Review of Submissions — Mid-July 2024
- Interviews — TBD (If Necessary)

- Notifications to Vendors Mid/Late July 2024
- Award Early August 2024

IV. Scope of Work/Specifications

The vendor(s) selected through this process are expected to furnish traffic and street signs as the City needs.

All traffic and parking signs must conform to California Manual of Uniform Traffic Control Devices (MUTCD) standards. In addition, unless otherwise stated, signs must be coated with 3M™ High-Intensity Prismatic (HIP) Reflective Sheeting or equivalent—and anti-vandalism/graffiti coating options.

Unless otherwise requested, all signs shall have pre-drilled mounting holes in compliance with Local and State specifications.

A photo of the most commonly used street signs has been attached as Attachment A (See also Line Items tab – Item No. 31 "9" x 36" Street Sign Blade"). Typically, the City orders blank street signs, and letters/numbers are added in-house. The City may occasionally request that the vendor(s) selected through this process deliver signs with letters/numbers affixed. Vendors that can provide this service should include a statement regarding their ability to perform it as needed. Please note that this service is optional. Not being able to perform this service will not result in disqualification from the process.

As part of the order process, vendors must agree to provide a proof of all signs requested prior to processing an order for review and approval to ensure accuracy and avoid errors.

In addition to the signs, the City is also seeking a vendor that provides posts, mounting hardware, and other related items.

For a list of signs and related items and quantities the City is requesting, please visit the City's PlanetBids Portal and click on the "Line Items" tab.

The description field includes the related code from the MUTCD Sign Chart (Attachment B).

The Line Item list is limited to the city's commonly used signs. The City may need signs not included on this list or request custom signs. For reference, the California MUTCD—Sign Charts have been attached as Attachment B. The signs listed on this chart may also be requested if a need arises.

Please note that the City makes no commitment to any specific quantities during the agreement's term; actual quantities may vary depending on local needs. Quantities shown in the Line Items (PlanetBids) are annual estimates used to evaluate bid results.

Delivery
All items must be packaged in a manner that is safe for transport and to ensure a damage-free arrival.

Items delivered damaged or with any apparent defects will not be accepted or returned.

Unless otherwise requested, all items will be delivered to:

City of Santa Fe Springs
Municipal Services Yard
12636 Emmens Way
Santa Fe Springs, CA 90670

Deliveries must occur during normal City Warehouse operating hours, Monday thru Thursday, 5:30am – 3:30pm. Excluding City observed holidays.

Warranty
All items must carry a manufacturer's warranty, which shall not begin until the City installs the item. The vendor is required to handle all warranty-related issues.

Price Changes/Adjustments
Any price changes after the initial twelve (12) month period must be negotiated with the City, but they shall not exceed the most recent available Los Angeles—Long Beach—Anaheim, CA Consumer Price Index (CPI) for all urban consumers. In the event that prices increase beyond the CPI, the bidder must provide verifiable evidence from the product manufacturer to support a requested increase. It will be at the sole discretion of the City to accept or reject such an increase.

V. Qualifications

- General knowledge of the United Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- General knowledge of the State of California's MUTCD requirements
- Vendors within the City of Santa Fe Springs are preferred; however, this is not a requirement

VI. Instructions to Bidders

Interested vendors should submit a complete bid for the items/services they can provide to the City. When preparing your submittal, please reference the list below to ensure all items have been included. All submissions must consist of the following:

A. Cover/Introductory Letter that includes the following:
- Business name

- Address
- Contact Person Name/Title
- E-mail Address
- Phone Number
- Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)

B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments which provide additional information are acceptable)

C. References (See Attachment C)

D. Non-Collusion Affidavit (See Attachment D)

VII. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Thursday, July 11, 2024, at 2 pm PDT. Submissions will not be accepted after this deadline. Faxed, mailed, or e-mailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

https://vendors.planetbids.com/portal/65093/portal-home

Prospective bidders must register with PlanetBids before being able to view or submit a response.

VIII. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Wednesday, June 26, 2024, at 2pm PDT.

IX. Submission Criteria

The City may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with prospective firms may or may not be required. An electronic notice may be sent to the vendors selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

X. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

> No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.l(a)].
>
> No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.
>
> This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which are fully incorporated herein by this reference.

XI. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations home page under www.dir.ca.gov/dlsr/ .

XII. Standard Terms and Conditions

A. Specifications and Qualifications: Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc. that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.

B. Questions: Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents, electronically, by the date indicated in the bid. In the event no specific date is indicated, questions are due no later than seven (7) calendar days prior to the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries, as well as any revision, deletion, or addition to the bid, will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.

C. Price Errors/Discrepancies: In the event of discrepancies between totals, unit price extensions and summaries of totals, the unit price correctly extended will control.

D. Single or Multiple Awards: If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:

1. Make multiple awards based upon prices submitted; or
2. Make one award based upon the total price of all items.

E. Open Competition: The City encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.

F. Federally Funded Purchases: For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, state, and local laws and regulations pertaining to affirmative action and non-discrimination.

Vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision is applicable to the bid, this certification shall be made on the bid form that will be provided with the bid documents.

G. New Materials: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

H. Alternates/Substitutions: When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.

I. **Exceptions:** Exceptions to the City's specifications, terms, or conditions taken at time of, or after bid submittal, may render the bid non-responsive and result in disqualification. Vendors wishing to request such exceptions are requested to notify the City of such a request prior to the bid due date, to allow for consideration and notification of acceptance or rejection of such request.

J. **Lowest Responsive, Responsible Bidder:** It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any and all bids. When bids call for articles or supplies that are similar but of different brand or make, the City may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the City although it may not be the lowest bid.

K. **Sales Tax/Taxes:** The City's sales tax rate is 10.25%. When submitting their response, bidders should submit their bid prices without including sales taxes. The City is exempt from Federal Excise tax.

L. **Informality or Irregularity:** The City reserves the right to waive any informality or irregularity in a bid when it is to the advantage and best interest of the City to do so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, award may be made to the next lowest responsible bidder who shall be bound to perform as if he had received the award in the first instance.

M. **Discounts/Rebates:** All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price as shown in the unit price and its extension shall be the price used in determining award.

N. **Payment Terms:** The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining lowest responsive bid award.

O. **Non-Collusion:** By submitting a bid, bidder certifies they have not divulged, discussed or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.

P. **Applicable Laws:** All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.

Q. **Patents, Royalties and License Fees:** Should any articles being bid be protected by patent, copyright, royalties and/or license fees, the successful bidder shall

include any such royalties or license fees in their bid price, and defend all suits or claims for infringement of any patent right against the City. Successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.

R. Quality Guaranty: All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the City. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the City shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.

S. Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City (including its officers and employees) from and against any and all claims of any kind or nature presented against the City arising out of vendor's (including vendor's employees, representatives, products and subcontractors) performance under any purchase order or agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.

T. Bonding and Insurance Requirements: Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is required, bonds shall be submitted in a form acceptable to the City. When work will be performed on City property, the City's standard insurance requirements (shown below) will apply, unless otherwise indicated in the bid specifications.

Commercial General Liability	**$2,000,000**
Business Automobile Liability	**$1,000,000**
Professional Liability or Errors and Omissions	**$2,000,000**
Workers' Compensation and Employer's Liability	**$1,000,000**
Cyber Liability Insurance	**$1,000,000**
Tech. Professional Liability Errors & Omissions	**$2,000,000**

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in a form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend

on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

U. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

V. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

W. Extension to Other Public Agencies: The awarded vendor(s), at their discretion, offer the prices, terms, and conditions of this bid may be extended to governmental agencies with the mutual agreement of both the entity and vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the vendor. The City will not be held responsible for any dispute that arise as a result of such an agreement.

Please review:

Attachment A – Street Sign Sample
Attachment B – CA MUTCD Sign Chart
Attachment C – References
Attachment D – Non-Collusion Affidavit

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFB 24 – 2 Traffic & Street Signs
ATTACHMENT A – Street Sign Sample

California Manual on Uniform Traffic Control Devices

FHWA's MUTCD 2009 Edition, including Revisions 1 & 2 as amended for use in California.

Sign Charts

2014 Edition

Revision 3 (March 10, 2023)

State of California
California State Transportation Agency
Department of Transportation

Caltrans

CalSTA
CALIFORNIA STATE TRANSPORTATION AGENCY

California MUTCD 2014 Revision 3 Sign Charts

Sheet 1 of 15 - Regulatory Signs

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California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

R1-1

R1-2

R1-2aP

R1-3P

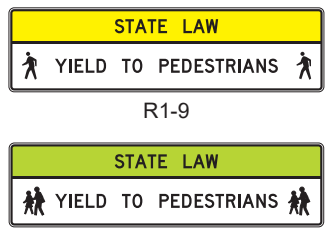
R1-5

R1-5a

R1-6

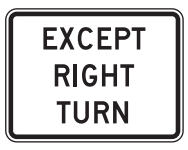
R1-6
with S4-3P

R1-6b



R1-9

Modified R1-9
For School Crosswalk Warning Assembly E (CA)



R1-10P

R2-1

Vehicle Speed
Feedback Sign

R2-3P

R2-4 (CA)

R2-4P

R2-4a

R2-5P

R2-6aP

R2-6bP

R2-10

R2-11

R3 (CA)

R3-1

R3-1
Activated Blank-Out

R3-2

R3-2
Activated Blank-Out

R3-3

R3-4

R3-4
Activated Blank-Out

R3-5

R3-5a

R3-5bP

R3-5cP

R3-5dP

R3-5eP

R3-5fP

R3-5gP

R3-6

R3-7

R3-8

R3-8a

R3-8b

R3-9a

R3-9b

R3-9f

R3-11a

R3-11b

R3-12

R3-12a

R3-12b

R3-12c

R3-12d

R3-12e

R3-12f

R3-12g

R3-12h

R3-13

R3-13a

R3-14

R3-14a

R3-14b

R3-14c

R3-15

R3-15a

R3-15b

R3-15c

R3-15d

R3-15e

R3-18

R3-18
Activated Blank-Out

R3-20L

R3-20R

R3-27

R3-27
Activated Blank-Out

R3-33

R3-40

R3-42

R3-42a

R3-42b

R3-42c

R3-43

R3-44

R3-44a

R3-45

R3-45a

R3-48

R3-48a

R4-1

R4-2

R4-3

R4-4

R4-5

R4-6

R4-7

R4-7a

R4-7b

R4-7c

R4-8

R4-8a

R4-8b

R4-8c

R4-9

California MUTCD 2014 Revision 3 Sign Charts

Sheet 2 of 15 - Regulatory Signs

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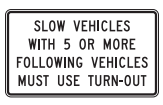
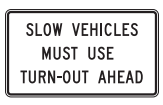
California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

R4-10

R4-11



R4-12



R4-13

R4-14

R4-16

R4-17

R4-18

R5-1

R5-1
Activated Blank-Out

R5-1a

R5-1a
Activated Blank-Out

R5-1b

R5-2

R5-3

R5-4

R5-6

R5-10a

R5-10b

R5-10c

R5-11

R6-1

R6-2

R6-3

R6-3 (CA)

R6-3a

R6-3A (CA)

R6-4

R6-4a

R6-4b

R6-4 (CA)

R6-4A (CA)

R6-5P

R6-6

R6-7

R7-2

R7-8b

R7-9

R7-20

R7-107a

R7-108

R7-203

R8-4

R8-7

R8-8

R8-9

R8-10

R9-1

R9-2

R9-3

R9-3a

R9-3bP

R9-3cP

R9-4

R9-5

R9-6

R9-7

R9-13

R9-14

R10-1

R10-2

R10-3

R10-3a

R10-3b

R10-3i

R10-4

R10-4a

R10-5

R10-6

R10-7

R10-8

R10-10

R10-11

R10-11c

R10-11d

R10-12

R10-13

R10-14

R10-15

R10-20aP

R10-20aP
Alternate

R10-22

R10-23

R10-25

R10-26

R10-30

R10-31P

R10-32P

R11-1

R11-2

R11-3a

R11-3a
Alternate

R11-4

R12-1

R12-5

R13A (CA)

R13B (CA)

R14-1

R15-1P

R15-2P

R15-4a

California MUTCD 2014 Revision 3 Sign Charts

Sheet 3 of 15 - Regulatory Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

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R15-4b

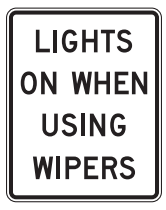
R15-4c

R15-5

R15-6

R15-7

R15-8



R16-5

R16-6

R16-7

R16-8

R16-9

R16-10

R16-11

R18A (CA)

R18A (CA)

R18B (CA)

R20A (CA)

R20D-1 (CA)

R20D-2 (CA)

R20D-3 (CA)

R20D-4 (CA)

R20H (CA)

R20-1 (CA)

R20-1A (CA)

R21 (CA)

R22 (CA)

R23 (CA)

R24 (CA)

R24A (CA)

R24B (CA)

R24C (CA)

R24D (CA)

R24E (CA)

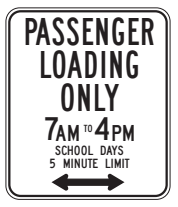
R25 (CA)

R25A (CA)

R25B (CA)

R25C (CA)

R25D (CA)



R25E (CA)

R25F (CA)

R25H (CA)

R25J (CA)

R26 (CA)

R26(S) (CA)

R26A (CA)

R26A(S) (CA)

R26F (CA)

R26K (CA)

R26L (CA)

R27 (CA)

R27A (CA)

R28 (CA)

R28(S) (CA)

R28A (CA)

R28A(S) (CA)

R28C (CA)

R28D (CA)

R28D(S) (CA)

R28E (CA)

R28F (CA)

R29 (CA)

R30 (CA)

R30A (CA)

R30B (CA)

R30C (CA)

R30D (CA)

R30E (CA)

R30F (CA)

R31 (CA)

R31(S) (CA)

R32 (CA)

R32B (CA)

R32C (CA)

R32D (CA)

R32E (CA)

R32F (CA)

R33 (CA)

R33A (CA)

R33B (CA)

R33C (CA)

R36 (CA)

R37 (CA)

R38 (CA)

R38(S) (CA)

R38A (CA)

R39 (CA)

R39-1 (CA)

R39-2 (CA)

R40 (CA)

R44A (CA)

R44B (CA)

R44C (CA)

R47 (CA)

R47A (CA)

R48 (CA)

R48-1 (CA)

R48-2 (CA)

R49 (CA)

R53A (CA)

R53B (CA)

R53D (CA)

R53E (CA)

R55 (CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 4 of 15 - Regulatory Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

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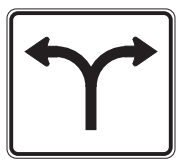
R57 (CA)

R58 (CA)


R60B (CA)

R61-1 (CA)

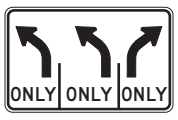
R61-3 (CA)

R61-5 (CA)

R61-7 (CA)

R61-9 (CA)

R61-11 (CA)



R61-13 (CA)

R61-15 (CA)

R61-17 (CA)

R61-19 (CA)

R61-22 (CA)

R61-24 (CA)

R61-26 (CA)

R61-28 (CA)

R61-30 (CA)

R61-32 (CA)

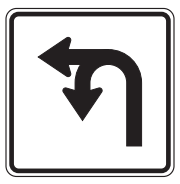
R61-34 (CA)

R61-36 (CA)

R62E (CA)

R70 (CA)

R73-1 (CA)


R73-2 (CA)

R73-3 (CA)

R73-4 (CA)

R73-5 (CA)

R73-6 (CA)

R73-8 (CA)

R73-9 (CA)

R74 (CA)

R75 (CA)

R76 (CA)

R76-1 (CA)

R77 (CA)

R78 (CA)

R79 (CA)

R80-1 (CA)

R81 (CA)

R81A (CA)

R81B (CA)

R82-1 (CA)

R82A (CA)

R82B (CA)

R86-3 (CA)

R86-4 (CA)

R87-3 (CA)

R87-4 (CA)

R87-5 (CA)

R88 (CA)

R89 (CA)

R89-1 (CA)

R89-2 (CA)

R89-3 (CA)

R90-1 (CA)

R91-1 (CA)

R91-4 (CA)

R91B (CA)

R93A (CA)

R93-2 (CA)

R94 (CA)

R99 (CA)

R99B (CA)

R99C (CA)

R100A (CA)

R100B (CA)

R101 (CA)

R102 (CA)

R102A (CA)

R103 (CA)

R103A (CA)

R104 (CA)

R104A (CA)

R105 (CA)

R105A (CA)

R107 (CA)

R108 (CA)

R109 (CA)

R110 (CA)

R111 (CA)

R112 (CA)

R113 (CA)

R113A (CA)

R114 (CA)

R114A (CA)

R115 (CA)

R116 (CA)

R117 (CA)

R118 (CA)

S3-1 (CA)

S4-2P

S5-3

S8 (CA)

S20 (CA)

S21 (CA)

S30-1 (CA)

S30-2 (CA)

S30-3 (CA)

S30-4 (CA)

S30-5 (CA)

S33 (CA)

SR2(CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 5 of 15 - Regulatory Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

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SR4-1 (CA)
School Speed Limit Assembly C (CA)

SR6-1 (CA)

SR7-1 (CA)

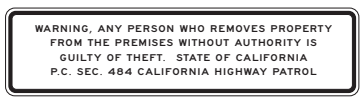
SR8-1 (CA)

SR9-1 (CA)

SR10-1 (CA)

SR11-1 (CA)

SR12-1 (CA)



SR13-1 (CA)

SR15 (CA)

SR15A (CA)

SR17 (CA)

SR18 (CA)

SR19-1 (CA)

SR20-1 (CA)

SR22-1 (CA)

SR23-1 (CA)

SR25 (CA)

SR26 (CA)

SR27-1

SR39A (CA)

SR39A(U) (CA)

SR40 (CA)

SR41 (CA)

SR42 (CA)

SR43 (CA)

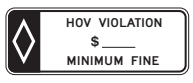
SR44 (CA)

SR46 (CA)

SR47 (CA)

SR48 (CA)

SR49 (CA)



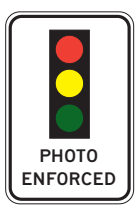
SR50-1 (CA)

SR50-2 (CA)

SR53 (CA)

SR54 (CA)

SR55 (CA)



SR56 (CA)

SR57 (CA)

SR58 (CA)

SR60-1 (CA)

SR60-2 (CA)

SR60-3 (CA)

SR60-4 (CA)

SR60-5 (CA)

SR60-6 (CA)

SR60-7 (CA)

SR60-8 (CA)

SR60-9 (CA)

SR61(CA)

SR62 (CA)

SR63 (CA)

PS-002 (CA)
PREP-002 (CA)

PS-013 (CA)
PREP-013(CA)

PS-017 (CA)
PREP-017 (CA)

PS-042 (CA)
PREP-042 (CA)

PS-082 (CA)
PREP-082 (CA)

PS-083 (CA)
PREP-083 (CA)

PS-093 (CA)
PREP-093 (CA)

PS-096 (CA)
PREP-096 (CA)

PS-098 (CA)
PREP-098 (CA)

PS-101 (CA)
PREP-101 (CA)

PS-103 (CA)
PREP-103 (CA)

PS-111 (CA)
PREP-111 (CA)

PS-112 (CA)
PREP-112 (CA)

PS-120 (CA)
PREP-120 (CA)

PS-122 (CA)
PREP-122 (CA)

PS-123 (CA)
PREP-123 (CA)

PS-128 (CA)
PREP-128 (CA)

PS-147 (CA)
PREP-147 (CA)

R5-6
PREP-R5-6 (CA)

R9-3
R5-10c or
PREP-068 (CA)

R9-13
PREP-125 (CA)

R9-14
PREP-064 (CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 6 of 15 - Warning Signs and Object Markers

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

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S1-1

S3-1

S3-2

S4-3P

S4-5

SW4-1 (CA)

SW17-1 (CA)

SW22-1 (CA)

SW22-1A (CA)

SW24-1 (CA)

SW24-2 (CA)

SW24-3 (CA)

SW26 (CA)

SW32 (CA)

SW35 (CA)

SW37 (CA)

SW38 (CA)

SW41 (CA)

SW44 (CA)

SW46 (CA)

SW47 (CA)

SW48 (CA)

SW48-1 (CA)

SW49 (CA)

SW50 (CA)

SW52 (CA)

SW54 (CA)

SW54-1 (CA)

SW54C (CA)

SW58 (CA)

SW59 (CA)

SW60 (CA)

W1-1

W1-1a

W1-2

W1-2a

Vehicle Speed Feedback Sign
(Example assembly with W1-2a)

W1-3

W1-4

W1-5

W1-6

W1-7

W1-8

W1-10

W1-10a

W1-10b

W1-10c

W1-10d

W1-10e

W1-11

W1-13

W1-15

W2-1

W2-2

W2-3

W2-4

W2-5

W2-6

W2-7L

W2-7R

W2-8

W3-1

W3-2

W3-3

W3-4

W3-5

W3-6

W3-7

W3-8

W4-1

W4-1 (CA)

W4-2

W4-3

W4-4P

W4-4aP

W4-4bP

W4-5

W4-5P

W4-6

W4-10 (CA)

W4-14 (CA)

W4-18 (CA)

W4-22 (CA)

W5-1

W5-2

W5-3

W5-4a

W6-1

W6-2

W6-3

W7-1

W7-1a

W7-2bP

W7-3P

W7-3aP

W7-3bP

W7-4

W7-4b

W30A (CA)

W7-4c

California MUTCD 2014 Revision 3 Sign Charts

Sheet 7 of 15 - Warning Signs and Object Markers

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
California signs are designated with a (CA) suffix, otherwise, Federal 2009 MUTCD sign designations are shown.
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W7-5

W7-6

W8-1

W8-2

W8-3

W8-4

W8-5

W8-5P

W8-5aP

W8-5bP

W8-5cP

W8-6

W8-7

W8-8

W8-9

W8-10

W8-10P

W8-11

W8-13

W8-15

W8-15P

W8-16

W8-17

W8-17P

W8-18

W8-19

W8-21

W8-22

W8-23

W8-25

W9-1

W9-7

W10-1

W10-1aP

W10-2

W10-3

W10-4

W10-5

W10-5P

W10-7
Activated Blank-Out

W10-8

W10-9

W10-9P

W10-11

W10-11a

W10-11b

W10-13P

W10-14P

W10-14aP

W10-15P

W10-12

W11-1

W11-1 (CA)

W11-2

W11-3

W11-4

W11-5

W11-5a

W11-6

W11-7

W11-8

W11-9

W11-10

W11-11

W11-12P

W11-15

W11-15P

W11-15a

W11-16

W11-17

W11-18

W11-19

W11-20

W11-21

W11-22

W12-1

W12-2

W12-2a

W13-1P

W13-2

W13-3

W13-6

W13-7

W14-1

W14-1a

W14-2

W14-2a

W14-3

W15-1

W16-1P

W16-2P

W16-2aP

W16-3P

W16-3aP

W16-4P

W16-5P

W16-6P

W16-7P

W16-8aP
W16-8P

W16-9P

W16-12P

W16-15P

W16-17P

W16-18P

California MUTCD 2014 Revision 3 Sign Charts

Sheet 8 of 15 - Warning Signs and Object Markers

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
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W17-1

W18-1

W19-1

W19-2

W19-3

W19-4

W19-5

W20 (CA)

W20A (CA)

W30B (CA)

W30C (CA)

W31 (CA)

W31A (CA)

W34A (CA)

W34C (CA)

W38 (CA)

W44A (CA)

W46A (CA)

W48 (CA)

W50-1 (CA)

W51 (CA)

W55 (CA)

W59-1 (CA)

W70 (CA)

W72B (CA)

W73 (CA)

W73A (CA)

W74 (CA)

W74-1 (CA)

W82 (CA)

W82-1 (CA)

W83 (CA)

W84 (CA)

W85 (CA)

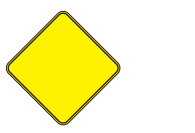
W87 (CA)

W88-2 (CA)
Activated Blank-Out

W88-3 (CA)
Activated Blank-Out

W89 (CA)
Activated Blank-Out

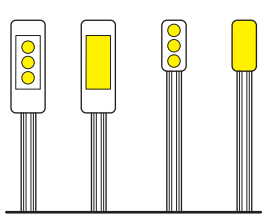
OM1-1
Type N-4 (CA)
OM1-2
OM1-3
Type 1 Object Markers


N-1 (CA)
Type N (CA) Object Marker

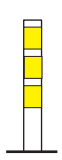
OM2-1H
Type K-1 (CA)
OM2-2H
OM2-1V
Type K-2 (CA)
OM2-2V
Type 2 Object Markers

OM4-1
Type N-5 (CA)
OM4-2
OM4-3
Type 4 Object Markers

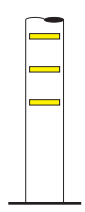
N-2 (CA)
Type N (CA) Object Marker


L-1 (CA) L-1 (CA) L-2 (CA) L-2 (CA)
Type L (CA) Markers

Left Right
Type P (CA) Markers


Type Q (CA)

Type R (CA)


Utility Pole

California MUTCD 2014 Revision 3 Sign Charts

Sheet 9 of 15 - Guide Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

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D1-1

D1-1d

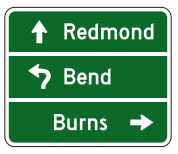
D1-1e

D1-2

D1-2b

D1-2c

D1-2d



D1-3d

D1-5a

D2-1

D2-2

D3-1

D3-1a

D3-2

D3-2
Alternate

D3-2
Alternate

D3-2
Alternate

D4-1

D4-2

D4-3

D5-1

D5-2

D5-6

D7-1

D8-1

D9-1

D9-2

D9-3

D9-3a

D9-4

D9-6

D9-7

D9-8

D9-9

D9-10

D9-11

D9-11a

D9-13

D9-15

D9-17P

D9-21

D9-22

D11-1

D12-1

D13-3

D15-1

D15-1
Alternate

E1-5P

E1-5aP

E1-5bP

E5-1a

E6-2a

E8-1

E8-1a

E8-2

E8-2a

E8-3

E8-4

E8-5

E8-6

E11-1

E11-1a

E11-1b

E11-1c

E11-1d

E11-1e

E11-1f

E11-2

E13-1P

Exit Direction sign with E13-2 sign panel

Exit Direction sign with E13-2 sign panel and flashing yellow beacons

EM-1

EM-1a

G1-1 (CA)

G1-4 (CA)

G1-7 (CA)

G1-10 (CA)

G1-13 (CA)

G1-16 (CA)

G1-19 (CA)

G5 (CA)

G7-1 (CA)

G8-1 (CA)

G8-4 (CA)

G8-7 (CA)

G8-10 (CA)

G8-13 (CA)

G8-16 (CA)

G8-19 (CA)

G8-22 (CA)

G9-2 (CA)

G9-5 (CA)

G10 (CA)

G10-3 (CA)

G10-4 (CA)

G10B (CA)

G11-1 (CA)

G11-2 (CA)

G11-4.1 (CA)

G11-4A (CA)

G11-4B (CA)

G11-5 (CA)

G11-6 (CA)

G11-7 (CA)

G11-8 (CA)

G11-9 (CA)

G11-10 (CA)

G12-1 (CA)

G12-2 (CA)

G13-1 (CA)

G13-2 (CA)

G14 (CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 10 of 15 - Guide Signs

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California Department of Transportation
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G15 (CA)

G16 (CA)

G17 (CA)

G20-1 (CA)

G20-3 (CA)

G20-5 (CA)

G20-7 (CA)

G20-9 (CA)

G21-1 (CA)

G21-3 (CA)

G22 (CA)

G23-1 (CA)

G23-2 (CA)

G23-3 (CA)

G23-4 (CA)

G23-5 (CA)

G23-6 (CA)

G24-1 (CA)

G24-3 (CA)

G24-4 (CA)

G24-5 (CA)

G24-6 (CA)

G26-1 (CA)
Shield

G26-2 (CA)
Marker

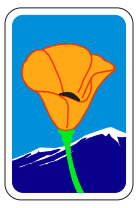
G27-1 (CA)
Shield

G27-2 (CA)
Marker

G28-1 (CA)
Shield

G28-2 (CA)
Marker

G30 (CA)


G30A (CA)

G30B (CA)

G33-1 (CA)

G58 (CA)

G66-12A (CA)

G66-21 (CA)

G66-21A (CA)

G66-21C (CA)
G66-21B (CA)
Subject to FHWA interim approval IA-13.

G66-22A (CA)

G66-22B (CA)

G66-22C (CA)
G66-22D (CA)

G66-22E (CA)
G66-22F (CA)

G66-22G (CA)
G66-22H (CA)

G66-22J (CA)
G66-22K (CA)

G66-55 (CA)

G66-56 (CA)

G66-56A (CA)

G66-57 (CA)

G66-58 (CA)

G66-59 (CA)

G66-60 (CA)

G66-61 (CA)

G66-62 (CA)

G68 (CA)

G69 (CA)

G72 (CA)

G76 (CA)

G77-1 (CA)

G77A (CA)

G77-4 (CA)

G77-7 (CA)

G78-1 (CA)

G78-4 (CA)

G79A (CA)

G80B (CA)

G81-21 (CA)

G81-24 (CA)

G81-52 (CA)

G81-61 (CA)

G81-62 (CA)

G81-63 (CA)

G81-64A (CA)

G81-65 (CA)

G81-66 (CA)

G82 (CA)

G83-1 (CA)

G83-2 (CA)

G83-5 (CA)

G83-6 (CA)

G84-2 (CA)

G84-3 (CA)

G85-1 (CA)

G85-2 (CA)

G85-3 (CA)

G85-4 (CA)

G85-5 (CA)

G85-6 (CA)

G85-11 (CA)

G85-12 (CA)

G86-1 (CA)

G86-3 (CA)

G86-5 (CA)

G86-7 (CA)

G86-11 (CA)

G86-13 (CA)

G86-14 (CA)

G86-15 (CA)

G87 (CA)

G92-1 (CA)

G93C (CA)

G94-1 (CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 11 of 15 - Guide Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
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G95A (CA)

G95B (CA)
G95B-1 (CA)

G95D (CA)

G95E (CA)

G95F (CA)

G95G (CA)

G96 (CA)

G96A (CA)
G97A (CA)

G200-80 (CA)

G200-81A (CA)

G200-82 (CA)

G200-82A (CA)

I-3

I-5

I-6

I-7

I-8

I-9

I-11

I-12

I-13

M1-1

M1-2

M1-3

M1-6

M1-7

M2-1

M3-1

M3-2

M3-3

M3-4

M4-1

M4-1a

M4-2

M4-3

M4-4

M4-5

M4-6

M4-7

M4-7a

M4-14

M5-1

M5-2

M5-3

M5-4

M5-5

M5-6

M6-1

M6-2

M6-2a

M6-3

M6-4

M6-5

M6-6

M6-7

RS-002

RS-005

RS-006

RS-007

RS-008

RS-009

RS-010

RS-011

RS-012

RS-013

RS-015

RS-017

RS-020

RS-021

RS-022

RS-023

RS-024

RS-026

RS-027

RS-030

RS-031

RS-034

RS-035

RS-036

RS-037

RS-039

RS-040

RS-041

RS-042

RS-043

RS-044

RS-045

RS-046

RS-047

RS-048

RS-049

RS-050

RS-052

RS-053

RS-054

RS-055

RS-056

RS-057

RS-058

RS-059

RS-060

RS-061

RS-062

California MUTCD 2014 Revision 3 Sign Charts

Sheet 12 of 15 - Guide Signs

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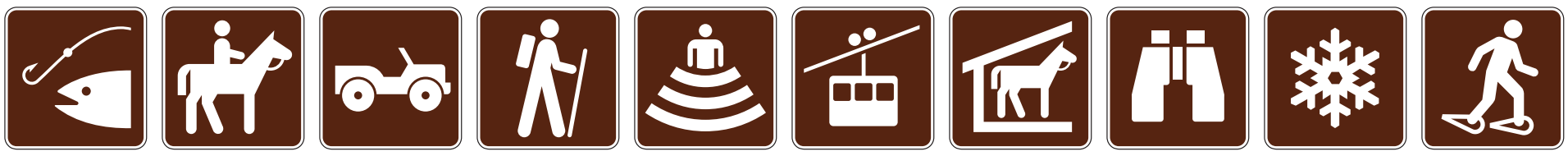
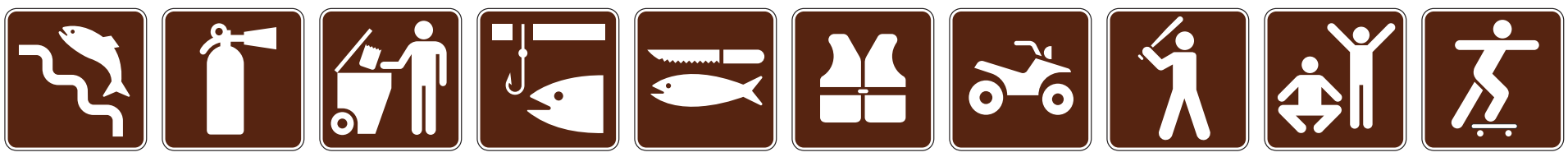


RS-063 RS-064 RS-067 RS-068 RS-070 RS-071 RS-073 RS-076 RS-077 RS-078

RS-079 RS-080 RS-081 RS-082 RS-083 RS-084 RS-085 RS-086 RS-087 RS-088



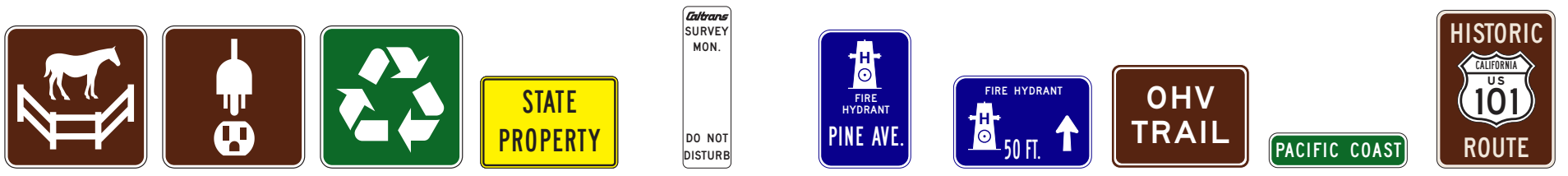
RS-089 RS-090 RS-091 RS-092 RS-093 RS-094 RS-095 RS-096 RS-097 RS-098

RS-099 RS-101 RS-102 RS-103 RS-104 RS-105 RS-106 RS-107 RS-108 RS-109

RS-111 RS-112 RS-113 RS-114 RS-115 RS-116 RS-117 RS-118 RS-119 RS-120

RS-121 RS-122 RS-123 RS-124 RS-125 RS-126 RS-127 RS-128 RS-129 RS-137

RS-138 RS-140 RS-141 RS-142 RS-143 RS-144 RS-145 RS-146 RS-147 RS-148



RS-149 RS-150 RS-200 S1-1 (CA) S2 (CA) S9 (CA) S10 (CA) S12 (CA) S17 (CA) S18 (CA)

S19 (CA) S22 (CA) S22-1 (CA) S23 (CA) S24 (CA) S25 (CA) S26 (CA) S27 (CA) S28 (CA) S29 (CA)

S29-1 (CA) S29-2 (CA) S32 (CA) Assembly with S32A(CA) & S32B(CA) recognition panel S32A (CA) S32-1 (CA) S32-2 (CA) S32-3 (CA) S32-4 (CA) S32-5 (CA) S34 (CA)

California MUTCD 2014 Revision 3 Sign Charts

Sheet 13 of 15 - Guide Signs

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
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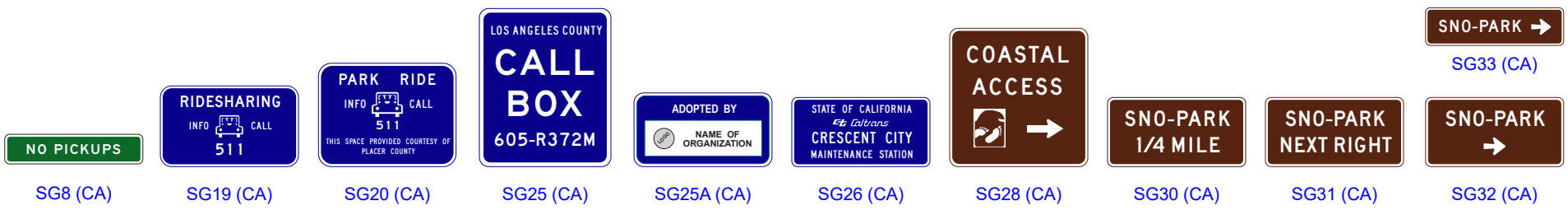
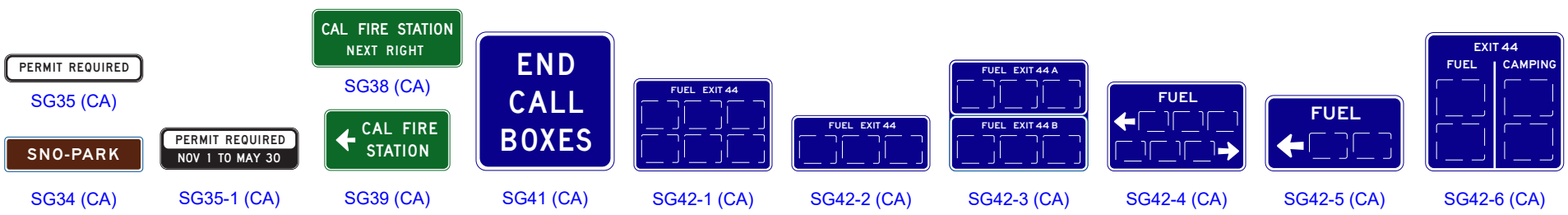
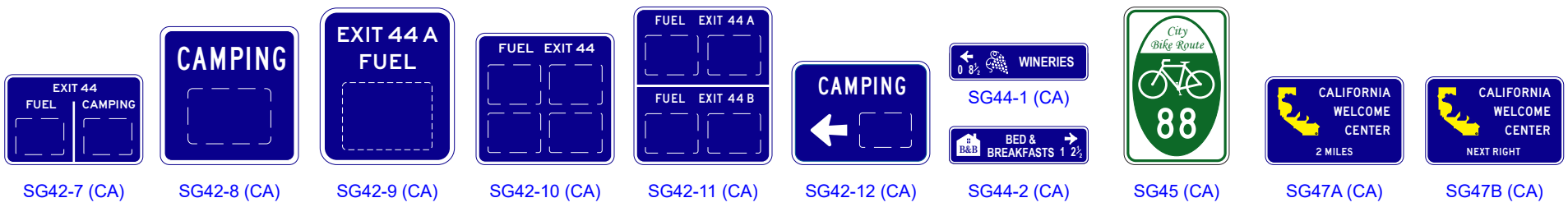
S35 (CA) | S35-1 (CA) | S35-2 (CA) | S35-3 (CA) | S36 (CA) | S36A (CA) | S36B (CA) | SG1 (CA) | SG2 (CA) | SG2A (CA)



SG8 (CA) | SG19 (CA) | SG20 (CA) | SG25 (CA) | SG25A (CA) | SG26 (CA) | SG28 (CA) | SG30 (CA) | SG31 (CA) | SG33 (CA) | SG32 (CA)



SG35 (CA) | SG34 (CA) | SG35-1 (CA) | SG38 (CA) | SG39 (CA) | SG41 (CA) | SG42-1 (CA) | SG42-2 (CA) | SG42-3 (CA) | SG42-4 (CA) | SG42-5 (CA) | SG42-6 (CA)



SG42-7 (CA) | SG42-8 (CA) | SG42-9 (CA) | SG42-10 (CA) | SG42-11 (CA) | SG42-12 (CA) | SG44-1 (CA) | SG44-2 (CA) | SG45 (CA) | SG47A (CA) | SG47B (CA)

SG47C (CA) | SG47D (CA) | SG49A (CA) | SG49C (CA) | SG60 (CA) | W61A (CA) | W61B (CA) | W61C (CA) | W61D (CA) | W61E (CA) | W61D (CA) Alternate | W61F (CA)

W61G (CA) | W61H (CA) | Community Wayfinding Guide Signs with Enhancement Markers | Overhead Arrow-per-Lane Guide Sign

California MUTCD 2014 Revision 3 Sign Charts

Sheet 14 of 15 - Temporary Traffic Control Signs

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
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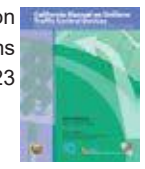


C2 (CA)

C2 (CA) Alternate

C9A (CA)

C12 (CA)

C19 (CA)

C19 (CA) Alternate

C20 (CA)

C20A (CA)

C20B (CA)

C23 (CA)

C23A (CA)

C23B (CA)

C24 (CA)

C27 (CA)

C29 (CA)

C30 (CA)

C30 (CA) Alternate

C30A (CA)

C31A (CA)

C37 (CA)

C37 (CA)

C38 (CA)

C40 (CA)

C40A (CA)

C43 (CA)

C44 (CA)

C45 (CA)

C46 (CA)

C46P (CA)

C50A (CA)

C50B (CA)

E5-2

E5-2a

E5-3

G20-1

G20-2

G20-4

G20-5aP

M4-8

M4-8a

M4-8b

M4-9

M4-9a

M4-9b

M4-9c

M4-10

R1-7

R1-8

R2-6aP

R2-12

R3-1

R3-2

R3-3

R4-1

R4-9

R9-8

R9-9

R9-10

R9-11

R9-11a

R10-6

R11-2

R11-2 (Alternate)

R11-2 (Alternate)

R11-3a

R11-4

SC3 (CA)

SC5 (CA)

SC6A (CA)

SC6B (CA)

SC6-3 (CA)

SC6-4 (CA)

SC7 (CA)

SC8 (CA)

SC9 (CA)

SC9 (CA) Alternate

SC10 (CA)

SC10 (CA) Alternate

SC11 (CA)

SC13 (CA)

SC15 (CA)

SC18 (CA)

SC19 (CA)

SC20 (CA)

SC21(CA)

W1-1

W1-2

W1-3

W1-4

W1-6

W1-8

W3-1

W3-2

W3-3

W3-4

W3-5

W3-5a

W4-1

W4-2

W4-3

California MUTCD 2014 Revision 3 Sign Charts

Sheet 15 of 15 - Temporary Traffic Control Signs

California Department of Transportation
Division of Safety Programs
Effective March 10, 2023

This chart contains commonly used signs in California, and is not meant to be used as a comprehensive or stand-alone design tool.
California signs are designated with a (CA) suffix, otherwise, Federal 2009 MUTCD sign designations are shown.
For sign specification details, visit www.dot.ca.gov/programs/safety-programs/sign-specs. For sign policy and guidance, visit www.dot.ca.gov/programs/safety-programs/camutcd

W4-5

W4-5P

W4-6

W5-1

W5-2

W5-3

W6-3

W6-4

W8-1

W8-2

W8-3

W8-4

W8-6

W8-7

W8-8

W8-9

W8-15

W8-15P

W8-17

W8-17P

W8-18

W8-23

W8-24

W8-25

W9-3

W12-1

W12-2

W13-1P

W14-3

W16-2P

W20-1

W20-1
Alternate

W20-2

W20-3

W20-3
Alternate

W20-4

W20-5

W20-5a

W20-8 Paddle

W21-1

W21-1a

W21-2

W21-3

W21-4

W21-5

W21-5a

W21-5b

W21-6

W21-7

W22-1

W22-2

W22-3

W23-1

W24-1

W24-1cP

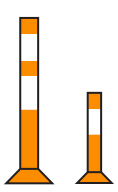
W86 (CA)

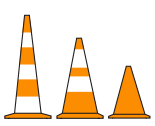
W90 (CA)

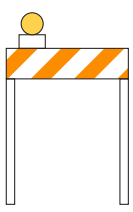
Channelizer (CA)

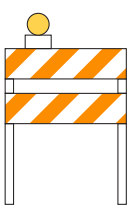
Plastic
Drum

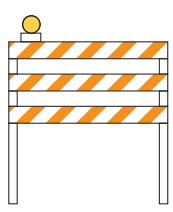
Portable
Delineator


Tubular
Markers


Traffic Cones

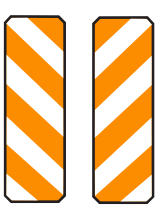

Type I
Barricade


Type II
Barricade


Type III
Barricade

OM1-3
Type I Object Marker

Type N-3 (CA)
Object Marker


Left
Type P (CA)

Right
Markers

Type R (CA)
Object Marker

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RFB 24 – 2 Traffic & Street Signs
ATTACHMENT C – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Attachment No. 2 - Bid Results Summary

City of Santa Fe Springs
Bid Results for Project Traffic & Street Signs, Related Items (RFB 24-2)
Issued on 06/12/2024
Bid Due on July 23, 2024 2:00 PM (PDT)

Unit Price								
				Zumar	*Pacific*	*Trentman*	*LED*	*Square dba Front Signs*	*Statewide*
Item #	**Description**	**Unit of Measure**					**Cost Per Unit**		
Regulatory Signs									
1	"Stop" (R1 - 1) (30")	Each		$54.35	$38.00	$41.38	$68.29	$74.00	$71.07
2	"Stop" (R1 - 1) (36")	Each		$67.72	$54.00	$62.45	$93.14	$107.00	$102.33
3	"Yield" (R1 - 2) (30")	Each		$58.93	$38.00	$48.40	$68.29	$107.00	$71.07
4	"4 - Way" (R1 - 3) (12" x 6")	Each		$21.37	$4.00	$12.95	$16.35	$7.50	$8.30
5	"All Way" (R1 - 4) (18" x 6")	Each		$19.96	$8.00	$12.95	$18.61	$11.50	$8.53
6	"Yield Here to Pedestrians" (R1 - 5L&R) (18" x 18")	Each		$30.11	$13.50	$61.95	$32.16	$34.25	$25.59
7	"Speed Limit" (Various Speeds) (R2 - 1) (24" x 30")	Each		$48.53	$30.00	$55.50	$57.00	$62.50	$56.85
8	"Right Turn Prohibited" (R3 - 1) (24" x 24")	Each		$41.31	$24.00	$61.95	$47.98	$50.00	$45.48
9	"Left Turn Prohibited (R3 - 2) (24" x 24")	Each		$41.31	$24.00	$61.95	$47.98	$50.00	$45.48
10	"U - Turn Prohibited" (R3 - 4) (24" x 24")	Each		$48.22	$24.00	$61.95	$47.98	$50.00	$45.48
11	"Combination U - Turn & Left Turn Prohibition" (R3 - 18) (24" x 24")	Each		$50.24	$24.00	$61.95	$47.98	$50.00	$45.48
12	"Advance Intersection Control Lane" (R3 - 8) (30" x 30")	Each		$71.46	$38.00	$61.95	$68.29	$74.00	$71.07
Warning Signs									
13	Turn (Left & Right) (W1 - 1L&R) (36" x 18")	Each		$75.41	$27.00	$61.95	$41.99	$74.00	$51.16
14	One Direction Large Arron (Left & Right) (W1 - 6L&R) (36" x 18")	Each		$44.24	$27.00	$55.00	$41.99	$95.00	$51.16
15	Two Direction Large Arrow (W1 - 7) (36" x 18")	Each		$43.96	$27.00	$29.00	$41.99	$95.00	$51.16
16	Cross Road (W2 - 1) (36" Diamond)	Each		$71.15	$54.00	$55.00	$93.14	$74.00	$102.33
17	T - Symbol (W2 - 4) (36" Diamond)	Each		$71.15	$54.00	$61.95	$93.14	$74.00	$102.33
18	Stop Ahead (W3 - 1) (30" Diamond)	Each		$68.50	$38.00	$50.50	$68.29	$107.00	$71.07
School Signs									
19	School (S1 - 1) (30" Pentagon)	Each		$61.35	$49.00	$61.95	$68.29	$107.00	$71.07
20	School (S4 - 3) (24" x 8")	Each		$30.63	$20.00	$22.95	$23.89	$20.00	$15.12
21	School Speed Limit (S5 - 1) (24" x 48")	Each		$81.31	$64.00	$99.00	$84.10	$95.00	$90.96
22	"End School Zone" (S5 - 2) (24" x 30")	Each		$47.45	$30.00	$59.00	$57.00	$62.00	$56.85
Parking Signs									
23	"No Parking Any Time" (R26 CA) (12" x 18")	Each		$24.98	$12.00	$39.00	$25.39	$22.75	$17.05
24	"No Stopping Any Time" (R26(S) CA) (12" x 18")	Each		$32.30	$12.00	$39.00	$25.39	$22.75	$17.05
25	"No Stopping Any Time" (R26F (CA)) (12" x 18")	Each		$43.60	$12.00	$39.00	$25.39	$22.75	$17.05
26	"No Parking Anytime" (w/ Arrow) (R28 (CA)) (12" x 18")	Each		$36.64	$12.00	$39.00	$25.39	$22.75	$17.05
27	"No Stopping Any Time" (w/ Arrow) (R28(S)(CA)) (12" x 18")	Each		$37.23	$12.00	$39.00	$25.39	$22.75	$17.05
28	"No Parking (w/ Time Frame(s)) (R30 (CA)) (12" x 18")	Each		$34.05	$12.00	$39.00	$25.39	$22.75	$17.05
29	"No Parking (w/ Time Frame, Arrow) (R30A (CA)) (12" x 18")	Each		$34.05	$12.00	$39.00	$25.39	$22.75	$17.05
30	"No Parking/2 Hour Parking" (w/ Time Frame) (R31 (CA)) (12" x 18")	Each		$33.99	$12.00	$39.00	$25.39	$30.50	$17.05
31	"2 Hour Parking" (w/ Time Frame) (R32 (CA)) (12" x 18")	Each		$33.99	$12.00	$39.00	$25.39	$22.75	$17.05
32	Handicap Parking (w/ Symbol) (R99) (12" x 18")	Each		$33.99	$12.00	$39.00	$25.39	$22.75	$17.05
Street Signs/Markers									
33	9" x 36" Street Sign Blade	Each		$53.91	$40.00	$59.00	$32.16	$57.00	$80.42
Temporary Signs									
34	"Road Work Ahead" (W20 - 1) (30" Diamond)	Each		$8.63	$45.00	$61.95	$68.29	$107.00	$82.29
35	"Left/Right Lane Closed Ahead" (W20 - 5L&R) (30" Diamond)	Each		$8.63	$12.00	$61.95	$68.29	$107.00	$103.59
36	"Temporary No Parking" (Cardboard - 12" x 18")	Each		$1.30	$12.00	$2.50	$25.39	$4.25	$0.96
Posts/Hardware									
37	2" Perforated Square Steel Sign Post (10" H)	Each		$37.74	$38.00	$50.25	$279.97	$50.00	$71.20
38	2" Anchor Post (For Perforated Square Steel Sign Post)	Each		$25.49	$18.00	$14.95	$0.00	$33.00	$38.31
39	5 1/2" Square Post Street Name Sign Bracket (For Perforated Square Steel	Each		$11.86	$6.90	$10.95	$0.00	$14.00	$6.00

Attachment No. 2 - Bid Results Summary

	40 24" Wing Bracket for Street Signs	Each	$34.33	$28.00	$11.95	$0.00	$50.50	$20.55
	41 Spring Stand for Temporary/Roll Up Signs	Each	$132.37	$139.00	$198.95	$149.99	$150.00	$143.97
	42 Traffic Cones w/ Reflective Band(s) (28" Orange Traffic Cone, Black Base,	Each	$19.58	$16.90	$18.25	$11.99	$35.00	$19.25
	43 Object Marker (OM1-3)	Each	$23.63	$13.50	$29.00	$32.16	$34.50	$24.66
	44 Object Marker (OM4-3)	Each	$23.65	$3.50	$29.00	$32.16	$34.50	$10.96
	45 Object Marker Type 2 (OM2-1H)	Each	$22.44	$8.00	$29.00	$16.35	$7.50	$10.96
LED/Digital Signs								
	46 Speed Limit Sign (w/Digital Display, Solar Panel) (11" Digital Display)	Each	$2,956.90	$3,600.00	$1,824.00	$3,036.99	$3,520.00	$5,821.43
	47 Stop Sign (w/ Red LED Lights, Solar Panels) (36")	Each	$512.36	$1,200.00	$1,824.00	$1,119.99	$1,560.00	$1,961.43

Bid Results

Bidder Details

Vendor Name	Zumar Industries Inc
Address	12015 Steele St S Tacoma, Washington 98444 United States
Respondee	Marina Robles
Respondee Title	Account Manager
Phone	562-941-4633
Email	Marina@zumar.com
Vendor Type	DGS
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	07/23/2024 11:46 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	387143

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Zumar SFS.docx	Zumar SFS.docx	Cover Letter (See Section VI. - Instructions to Bidders)
SFS REF.pdf	SFS REF.pdf	References (See Attachment C)
SKM_C250i24072308280.pdf	SKM_C250i24072308280.pdf	Non-Collusion Affidavit (See Attachment D)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Regulatory Signs							$6,227.1500		
1			"Stop" (R1 - 1) (30")	Each	25	$54.3500	$1,358.7500	Yes	
2			"Stop" (R1 - 1) (36")	Each	10	$67.7200	$677.2000	Yes	
3			"Yield" (R1 - 2) (30")	Each	10	$58.9300	$589.3000	Yes	
4			"4 - Way" (R1 - 3) (12" x 6")	Each	10	$21.3700	$213.7000	Yes	
5			"All Way" (R1 - 4) (18" x 6")	Each	10	$19.9600	$199.6000	Yes	
6			"Yield Here to Pedestrians" (R1 - 5L&R) (18" x 18")	Each	10	$30.1100	$301.1000	Yes	
7			"Speed Limit" (Various Speeds) (R2 - 1) (24" x 30")	Each	20	$48.5300	$970.6000	Yes	
8			"Right Turn Prohibited" (R3 - 1) (24" x 24")	Each	10	$41.3100	$413.1000	Yes	
9			"Left Turn Prohibited (R3 - 2) (24" x 24")	Each	10	$41.3100	$413.1000	Yes	
10			"U - Turn Prohibited" (R3 - 4) (24" x 24")	Each	10	$48.2200	$482.2000	Yes	
11			"Combination U - Turn & Left Turn Prohibition" (R3 - 18) (24" x 24")	Each	5	$50.2400	$251.2000	Yes	
12			"Advance Intersection Control Lane" (R3 - 8) (30" x 30")	Each	5	$71.4600	$357.3000	Yes	
Warning Signs							$3,744.1000		
13			Turn (Left & Right) (W1 - 1L&R) (36" x 18")	Each	10	$75.4100	$754.1000	Yes	
14			One Direction Large Arron (Left & Right) (W1 - 6L&R) (36" x 18")	Each	10	$44.2400	$442.4000	Yes	
15			Two Direction Large Arrow (W1 - 7) (36" x 18")	Each	10	$43.9600	$439.6000	Yes	
16			Cross Road (W2 - 1) (36" Diamond)	Each	10	$71.1500	$711.5000	Yes	
17			T - Symbol (W2 - 4) (36" Diamond)	Each	10	$71.1500	$711.5000	Yes	
18			Stop Ahead (W3 - 1) (30" Diamond)	Each	10	$68.5000	$685.0000	Yes	
School Signs							$2,207.4000		
19			School (S1 - 1) (30" Pentagon)	Each	10	$61.3500	$613.5000	Yes	
20			School (S4 - 3) (24" x 8")	Each	10	$30.6300	$306.3000	Yes	
21			School Speed Limit (S5 - 1) (24" x 48")	Each	10	$81.3100	$813.1000	Yes	
22			"End School Zone" (S5 - 2) (24" x 30")	Each	10	$47.4500	$474.5000	Yes	
Parking Signs							$1,973.9000		
23			"No Parking Any Time" (R26 CA) (12" x 18")	Each	15	$24.9800	$374.7000	Yes	
24			"No Stopping Any Time" (R26(S) CA) (12" x 18")	Each	5	$32.3000	$161.5000	Yes	
25			"No Stopping Any Time" (R26F (CA)) (12" x 18")	Each	5	$43.6000	$218.0000	Yes	
26			"No Parking Anytime" (w/ Arrow) (R28 (CA)) (12" x 18")	Each	5	$36.6400	$183.2000	Yes	
27			"No Stopping Any Time" (w/ Arrow) (R28(S)(CA)) (12" x 18")	Each	5	$37.2300	$186.1500	Yes	
28			"No Parking (w/ Time Frame(s)) (R30 (CA)) (12" x 18")	Each	5	$34.0500	$170.2500	Yes	
29			"No Parking (w/ Time Frame, Arrow) (R30A (CA)) (12" x 18")	Each	5	$34.0500	$170.2500	Yes	
30			"No Parking/2 Hour Parking" (w/ Time Frame) (R31 (CA)) (12" x 18")	Each	5	$33.9900	$169.9500	Yes	
31			"2 Hour Parking" (w/ Time Frame) (R32 (CA)) (12" x 18")	Each	5	$33.9900	$169.9500	Yes	
32			Handicap Parking (w/ Symbol) (R99) (12" x 18")	Each	5	$33.9900	$169.9500	Yes	
Street Signs							$539.1000		
33			9" x 36" Street Sign Blade (See Attachment A)	Each	10	$53.9100	$539.1000	Yes	
Temporary Signs							$198.6000		
34			"Road Work Ahead" (W20 - 1) (30" Diamond)	Each	10	$8.6300	$86.3000	Yes	
35			"Left/Right Lane Closed Ahead" (W20 - SL&R) (30" Diamond)	Each	10	$8.6300	$86.3000	Yes	
36			"Temporary No Parking" (Cardboard - 12" x 18")	Each	20	$1.3000	$26.0000	Yes	
Posts/Hardware/Related Items							$6,853.8400		
37			2" Perforated Square Steel Sign Post (10' H)	Each	25	$37.7400	$943.5000	Yes	
38			2" Anchor Post (For Perforated Square Steel Sign Post)	Each	25	$25.4900	$637.2500	Yes	
39			5 1/2" Square Post Street Name Sign Bracket (For Perforated Square Steel Sing Post)	Each	25	$11.8600	$296.5000	Yes	
40			24" Wing Bracket for Street Signs	Each	25	$34.3300	$858.2500	Yes	
41			Spring Stand for Temporary/Roll Up Signs	Each	10	$132.3700	$1,323.7000	Yes	
42			Traffic Cones w/ Reflective Band(s) (28" Orange Traffic Cone, Black Base, 7lbs)	Each	100	$19.5800	$1,958.0000	Yes	
43			Object Marker (OM1-3)	Each	12	$23.6300	$283.5600	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
44			Object Marker (OM4-3)	Each	12	$23.6500	$283.8000	Yes	
45			Object Marker Type 2 (OM2-1H)	Each	12	$22.4400	$269.2800	Yes	
LED/Digital Signs							$19,908.1000		
46			Speed Limit Sign (w/Digital Display, Solar Panel) (11" Digital Display)	Each	5	$2,956.9000	$14,784.5000	Yes	
47			Stop Sign (w/ Red LED Lights, Solar Panels) (36")	Each	10	$512.3600	$5,123.6000	Yes	

Line Item Subtotals

Section Title	Line Total
Regulatory Signs	$6,227.1500
Warning Signs	$3,744.1000
School Signs	$2,207.4000
Parking Signs	$1,973.9000
Street Signs	$539.1000
Temporary Signs	$198.6000
Posts/Hardware/Related Items	$6,853.8400
LED/Digital Signs	$19,908.1000
Grand Total	$41,652.1900

Zumar Industries Inc.

12015 Steele Street South

Tacoma, WA 98444

Marina Robles- Account Manager

562-941-4633

Marina@zumar.com

Zumar offers quality products in a timely manner. All signs are made with 3M sheeting.

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RFB 24 – 2 Traffic & Street Signs
ATTACHMENT C – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name Ventura County
Entity Address 11251 Riverbank DR Ventura CA
Name of Contact John Bryson
Telephone Number of Contact 805.672.2142
Email of Contact John H. Bryson@Ventura.org
Project Title Regulatory Sign · Special Signs
Date of Project

Entity Name Newport Beach
Entity Address 529 Superior Ave Newport CA
Name of Contact Ryan Glosselin
Telephone Number of Contact 949.718.3478
Email of Contact RGlosselin@NewportBeachCA.gov
Project Title Regulatory Sign · Special Signs.
Date of Project

Entity Name Manhattan Beach.
Entity Address 3621 Bell Ave Manhattan Beach ~~CA~~
Name of Contact Charles Curriola
Telephone Number of Contact 310.802.5311
Email of Contact cgurriola@manhattanbeach.gov
Project Title Regulatory Sign · Special Signs
Date of Project

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RFB 24 – 2 Traffic & Street Signs
ATTACHMENT D – NON-COLLUSION AFFIDAVIT

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

The undersigned declares:
I, PETER LEMCKE [your name], am a representative of ZUMAR INDUSTRIES INC [entity bidding], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/22/24 [date], a TACOMA [city], WASHINGTON [state].

Bidder's Name (Printed): PETER B LEMCKE

Bidder's Entity Name: ZUMAR INDUSTRIES INC

Bidder's Signature: [signature]

Bidder's Title: PRESIDENT

Bid Results

Bidder Details

Vendor Name	Pacific Products and Services, llc
Address	2411 E Winston Rd Anaheim, California 92806 United States
Respondee	BRYAN LANGENWALTER
Respondee Title	MEMBER
Phone	909-864-6570
Email	jessica@pacificproductsandservices.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	07/23/2024 10:23 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	387140

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Santa Fe Springs Bid.pdf	Santa Fe Springs Bid.pdf	Cover Letter (See Section VI. - Instructions to Bidders)
Santa Fe Springs Reference form.pdf	Santa Fe Springs Reference form.pdf	References (See Attachment C)
Santa Fe Springs Affidavit.pdf	Santa Fe Springs Affidavit.pdf	Non-Collusion Affidavit (See Attachment D)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Regulatory Signs							$3,755.0000		
1			"Stop" (R1 - 1) (30")	Each	25	$38.0000	$950.0000	Yes	
2			"Stop" (R1 - 1) (36")	Each	10	$54.0000	$540.0000	Yes	
3			"Yield" (R1 - 2) (30")	Each	10	$38.0000	$380.0000	Yes	
4			"4 - Way" (R1 - 3) (12" x 6")	Each	10	$4.0000	$40.0000	Yes	
5			"All Way" (R1 - 4) (18" x 6")	Each	10	$8.0000	$80.0000	Yes	
6			"Yield Here to Pedestrians" (R1 - 5L&R) (18" x 18")	Each	10	$13.5000	$135.0000	Yes	
7			"Speed Limit" (Various Speeds) (R2 - 1) (24" x 30")	Each	20	$30.0000	$600.0000	Yes	
8			"Right Turn Prohibited" (R3 - 1) (24" x 24")	Each	10	$24.0000	$240.0000	Yes	
9			"Left Turn Prohibited (R3 - 2) (24" x 24")	Each	10	$24.0000	$240.0000	Yes	
10			"U - Turn Prohibited" (R3 - 4) (24" x 24")	Each	10	$24.0000	$240.0000	Yes	
11			"Combination U - Turn & Left Turn Prohibition" (R3 - 18) (24" x 24")	Each	5	$24.0000	$120.0000	Yes	
12			"Advance Intersection Control Lane" (R3 - 8) (30" x 30")	Each	5	$38.0000	$190.0000	Yes	
Warning Signs							$2,270.0000		
13			Turn (Left & Right) (W1 - 1L&R) (36" x 18")	Each	10	$27.0000	$270.0000	Yes	
14			One Direction Large Arron (Left & Right) (W1 - 6L&R) (36" x 18")	Each	10	$27.0000	$270.0000	Yes	
15			Two Direction Large Arrow (W1 - 7) (36" x 18")	Each	10	$27.0000	$270.0000	Yes	
16			Cross Road (W2 - 1) (36" Diamond)	Each	10	$54.0000	$540.0000	Yes	
17			T - Symbol (W2 - 4) (36" Diamond)	Each	10	$54.0000	$540.0000	Yes	
18			Stop Ahead (W3 - 1) (30" Diamond)	Each	10	$38.0000	$380.0000	Yes	
School Signs							$1,630.0000		
19			School (S1 - 1) (30" Pentagon)	Each	10	$49.0000	$490.0000	Yes	
20			School (S4 - 3) (24" x 8")	Each	10	$20.0000	$200.0000	Yes	
21			School Speed Limit (S5 - 1) (24" x 48")	Each	10	$64.0000	$640.0000	Yes	
22			"End School Zone" (S5 - 2) (24" x 30")	Each	10	$30.0000	$300.0000	Yes	
Parking Signs							$720.0000		
23			"No Parking Any Time" (R26 CA) (12" x 18")	Each	15	$12.0000	$180.0000	Yes	
24			"No Stopping Any Time" (R26(S) CA) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
25			"No Stopping Any Time" (R26F (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
26			"No Parking Anytime" (w/ Arrow) (R28 (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
27			"No Stopping Any Time" (w/ Arrow) (R28(S)(CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
28			"No Parking (w/ Time Frame(s)) (R30 (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
29			"No Parking (w/ Time Frame, Arrow) (R30A (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
30			"No Parking/2 Hour Parking" (w/ Time Frame) (R31 (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
31			"2 Hour Parking" (w/ Time Frame) (R32 (CA)) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
32			Handicap Parking (w/ Symbol) (R99) (12" x 18")	Each	5	$12.0000	$60.0000	Yes	
Street Signs							$400.0000		
33			9" x 36" Street Sign Blade (See Attachment A)	Each	10	$40.0000	$400.0000	Yes	
Temporary Signs							$810.0000		
34			"Road Work Ahead" (W20 - 1) (30" Diamond)	Each	10	$45.0000	$450.0000	Yes	
35			"Left/Right Lane Closed Ahead" (W20 - SL&R) (30" Diamond)	Each	10	$12.0000	$120.0000	Yes	
36			"Temporary No Parking" (Cardboard - 12" x 18")	Each	20	$12.0000	$240.0000	Yes	
Posts/Hardware/Related Items							$5,652.5000		
37			2" Perforated Square Steel Sign Post (10' H)	Each	25	$38.0000	$950.0000	Yes	
38			2" Anchor Post (For Perforated Square Steel Sign Post)	Each	25	$18.0000	$450.0000	Yes	
39			5 1/2" Square Post Street Name Sign Bracket (For Perforated Square Steel Sing Post)	Each	25	$6.9000	$172.5000	Yes	
40			24" Wing Bracket for Street Signs	Each	25	$28.0000	$700.0000	Yes	
41			Spring Stand for Temporary/Roll Up Signs	Each	10	$139.0000	$1,390.0000	Yes	
42			Traffic Cones w/ Reflective Band(s) (28" Orange Traffic Cone, Black Base, 7lbs)	Each	100	$16.9000	$1,690.0000	Yes	
43			Object Marker (OM1-3)	Each	12	$13.5000	$162.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
44			Object Marker (OM4-3)	Each	12	$3.5000	$42.0000	Yes	
45			Object Marker Type 2 (OM2-1H)	Each	12	$8.0000	$96.0000	Yes	
LED/Digital Signs							$30,000.0000		
46			Speed Limit Sign (w/Digital Display, Solar Panel) (11" Digital Display)	Each	5	$3,600.0000	$18,000.0000	Yes	K&K SYSTEM LED II
47			Stop Sign (w/ Red LED Lights, Solar Panels) (36")	Each	10	$1,200.0000	$12,000.0000	Yes	K&K SYSTEM LED R11 36

Line Item Subtotals

Section Title	Line Total
Regulatory Signs	$3,755.0000
Warning Signs	$2,270.0000
School Signs	$1,630.0000
Parking Signs	$720.0000
Street Signs	$400.0000
Temporary Signs	$810.0000
Posts/Hardware/Related Items	$5,652.5000
LED/Digital Signs	$30,000.0000
Grand Total	$45,237.5000

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road · CA · 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.org
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RFB 24 – 2 Traffic & Street Signs
ATTACHMENT C – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Fullerton
Entity Address 303 W. Commonwealth Ave Fullerton CA 92832
Name of Contact Bill Magana
Telephone Number of Contact 714-738-6897
Email of Contact Bmagana@cityoffullerton.com
Project Title Public Works
Date of Project Since 2015

Entity Name City of Los Angeles.
Entity Address 555 Ramirez St Los Angeles CA 90012
Name of Contact Thomas Melendrez
Telephone Number of Contact 213-473-8022
Email of Contact thomas.melendrez@lacity.org
Project Title Public Works
Date of Project 2023- 2029

Entity Name City of Baldwin Park
Entity Address 13135 Garvey Ave Baldwin Park CA 91706
Name of Contact Anthony Vazquez
Telephone Number of Contact 626-960-3993 x 518
Email of Contact avazquez@baldwinpark.com
Project Title Public Works
Date of Project Since 2015

CITY OF
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RFB 24 – 2 Traffic & Street Signs
ATTACHMENT D – NON-COLLUSION AFFIDAVIT

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

The undersigned declares:
I, Bryan Langenwalter [your name], am a representative of Pacific Products and Services [entity bidding], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/23/24 [date], a Anaheim [city], California [state].

Bidder's Name (Printed): Bryan Langenwalter

Bidder's Entity Name: Pacific Products and Service LLC

Bidder's Signature: [signature]

Bidder's Title: Member

Attachment No. 5 - Prospective Bidder List

City of Santa Fe Springs
Project Participation Report for Project Traffic & Street Signs, Related Items (RFB 24-2)
Issued on 06/12/2024
Bid Due on July 23, 2024 2:00 PM (PDT)
Exported on 08/07/2024

Vendor Name	Notified	Prospective Bidder	Bidder	Bid Amount	Local	DVBE	MBE	WBE	DBE	VSBE	MICRO	FSD
ABC Resources, Inc.	X											
ABNY General Engineering Inc	X											
ACRO Printing, Inc.	X									X		
AMBIT CONSTRUCTION & DESIGN, INC.	X											
Advantage Mailing LLC	X						X					
Afrd Inc. dba Affordable Signs	X											
Aguilar & Calderon Corporation	X						X					
Alcorn Fence Company	X								X			
All American Asphalt	X											
Ambros Construction Inc	X				X							
American Right-of-Way, Inc.	X											
Arcadis, a California Partnership	X											
Ardurra Group, Inc.	X											
Arte Printing	X											
BC Rentals		X										
Balfour Beatty Infrastructure, Inc.	X											
Bid America		X										
C. A. Rasmussen, Inc.	X											
C2PM	X						X	X	X	X	X	X
CCC	X											
CMTS LLC	X						X		X			
CT&T Concrete Paving Inc.	X											
Cal-Duct, Inc.	X							X				
California Building Evaluation & Construction Inc	X											
Chrisp Company	X											
Corbas Marketing Inc	X										X	
Crown Fence Co.	X				X							
D R Consultants & Designers, Inc.	X						X	X	X	X		
DDWERKS	X	X			X	X						
DELLUCA Onc.	X									X		
EBS GENERAL ENGINEERING, INC	X											
Eco Energy Solutions, Inc.	X											
Econolite Systems, Inc.	X											
Excel Paving	X											
Eye on Color	X											
Flexible Printing	X						X					
Forward Power Group, LLC dba Precision Diesel	X									X		
Genuine Parts Company dba Traction	X											
Granite Construction Company	X											
Grigolla & Sons Construction Company Inc.	X											
Grit & Gravel, Inc	X						X	X	X			
Hardy & Harper, Inc.	X											
I Color Printing & Mailing, Inc.	X											
INFUSE BRANDING, INC.	X						X	X	X	X		

Attachment No. 5 - Prospective Bidder List

INTERGRAPHICS COMPANY	X										X		
Inter-Con Security Systems, Inc.	X						X						
International Coatings Company, Inc.	X												
JTB Supply Co.	X												
KCBEX	X	X											
KES Mail Inc	X												
Kalban, Inc.	X												
Keller North America, Inc.	X												
LED Lighting Solutions	X	X	X	$54,061.35									
LEED Electric, Inc.	X				X								
Landscape Support Services	X								X				
Lead Pursuits LLC		X											
Lighting Technology, Inc.		X					X	X	X	X	X		
Los Angeles Enigneering Inc	X												
Los Angeles Singal Construction, Inc	X								X				
MINAGAR & ASSOCIATES, INC.		X								X	X		
Makai Solutions	X												
Malcolm Drilling	X	X											
Manhole Adjusting Inc.	X				X								
Marina Landscape, Inc	X												
Marine & Valve Supply	X									X			
Martinez Concrete, Inc.	X												
Max Out Inc.	X						X		X	X			
Mendoza Engineering Company, Inc	X												
Mercury Mailing Systems, Inc.	X												
Mission Paving and Sealing, Inc.	X						X						
Molina Manufacturing	X									X			
Morgan Ingland LLC		X								X	X	X	
Morillo Construction, Inc.	X												
Mullen Management Consulting	X									X			
Myers & Sons Hiway Safety, Inc.	X	X											
NMN Construction	X												
NexTech Systems		X											
ONYX PAVING COMPANY. INC.	X												
Office1	X												
One Step GPS, LLC	X												
Original Mailers LLC	X							X					
PMCS Group, Inc.	X												
PWXPress		X								X			
Pacific Office Automation	X												
Pacific Products and Services, llc	X	X	X	$45,237.50									
PaveWest, Inc.	X												
Pavement Recycling Systems	X												
Picky Print Production, Inc.	X												
Prestige Paving Company, Inc.	X												
R and R Advantage Printing INC	X									X		X	
R.J. NOBLE COMPANY	X												
RAMSA CONSTRUCTION INC	X												
Reed Printing	X												
Reliable Delivery Service, Inc	X				X								
Riverside Construction Company, Inc.	X												

Attachment No. 5 - Prospective Bidder List

RoadSafe Traffic Systems, Inc.	X	X										
Rodefx	X											
Safeway Sign Company	X								X			
Scapepros Landscaping	X											
Sequel Contractors, Inc.	X				X							
SharpLine Solutions, Inc.	X								X			
Simpson Advertising, Inc	X										X	
Sonsray Machinery	X				X							
Square Signs LLC dba Front Signs	X	X	X	$62,926.75								
Statewide Traffic Safety & Signs Inc		X	X	$73,403.01								
Sterndahl Enterprises LLC	X	X										
Sully-Miller Contracting Company	X											
Superior Pavement Markings	X	X										
Superior Paving Company Inc. DBA United Paving Co.	X											
THE NEIGHBORHOOD SIGN STORE	X											
TORO ENTERPRISES, INC.	X						X					
Teichert Energy and Utilities Group, Inc.	X											
Tensar	X									X		
The Adept Group, Inc.	X											
Tierra West Advisors, inc	X						X	X			X	
Toole Design Group, LLC	X											
Toragrafix	X											
Towo Enterprise Inc	X											
Traffic Associates, Inc.	X											
Trentman Corporation		X	X	$50,812.50								
UBEO Business Services	X											
UNION MADE SUPPLY	X									X	X	X
Universal Technical & Construction Solutions, INC.	X											
Vido Samarzich, Inc.	X											
Vulcan Materials Company	X											
WGJ ENTERPRISES INC.	X	X										
Wattco Equipment	X											
We R Builders, Inc.	X											
West Coast Sand & Gravel	X											
Western Emulsions, Inc	X											
Western Systems	X	X										
ZT Consulting Group, Inc.	X											
Zumar Industries Inc	X	X	X	$41,652.19								
Zusser Company, Inc.	X									X		X
TOTALS	**124**	**23**	**6**		**8**	**1**	**14**	**8**	**12**	**19**	**8**	**5**

ITEM # 23

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: **JOINT TRANSFER TAX (RESOLUTION NO. 9926)**

DATE: August 22, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Consider adopting the attached Joint Tax Transfer (Resolution No. 9926); or

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

FISCAL IMPACT

The County CEO's Office estimates the total tax increment loss for the City of Santa Fe Springs is $104.04 annually.

BACKGROUND

The City received a letter from the Los Angeles County Chief Executive Office requesting approval of a Joint Tax Transfer Resolution for Cemetery District Reorganization No. 2021-03, affecting the Artesia, Downey, and Little Lake Cemetery Districts.

Currently, these districts have complex boundaries that often divide cities and exclude unincorporated areas. The Local Agency Formation Committee (LAFCO), in collaboration with the districts, is proposing boundary adjustments to simplify these district maps and annex new areas not currently covered. A formal proposal was submitted to LAFCO on December 20, 2021, outlining the following changes:

- **Artesia Cemetery District**: To include Cerritos, Lakewood, Artesia, Hawaiian Gardens, and portions of Bellflower and Norwalk.

- **Downey Cemetery District**: To include Downey, South Gate, Bell Gardens, Paramount and portions of Bellflower.sp

- **Little Lake Cemetery District**: To include La Mirada, Santa Fe Springs, most of Norwalk, and a large unincorporated area.

Detailed maps of the proposed annexations and reorganizations are attached to this staff report for reference (See Attachment B).

Generally, the revised districts would encompass entire cities. LAFCO asserts that the proposed boundaries offer clearer district definitions, enhancing public understanding. The Joint Tax Transfer Resolution requires approval from the Board of Supervisors and affected cities, including Santa Fe Springs. If adopted, all of Santa Fe Springs would fall within the Little Lake Cemetery District. It currently includes only a portion of the city and generally south of Telegraph Road. The County CEO's Office estimates minimal property tax loss to cities (approximately $104.04 annually to Santa Fe Springs), with no substantial overall impact

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

About four years ago, LAFCO initiated conversations amongst representatives of the three districts. The results of those meetings led to this proposal, which was filed with LAFCO by the Artesia Cemetery District on behalf of all three districts. LAFCO has indicated the proposal is supported by the three cemetery districts, as well as by Los Angeles County Supervisor Janice Hahn, who provided funding for the County's Department of Public Works to prepare the maps and geographic descriptions required by LAFCO to accept an application. The proposal was filed with LAFCO on December 20, 2021. If the proposal is approved:

- The **Artesia Cemetery District** would include all of the City of Cerritos (it currently only has a portion); all of the City of Lakewood (it currently only has a portion); the southerly portion of the City of Bellflower, south of Alondra Boulevard (not currently within any cemetery district); as well as all of the City of Artesia, all of the City of Hawaiian Gardens, and the portion of the City of Norwalk south of Alondra Boulevard (all currently within the district's existing boundary).

- The **Downey Cemetery District** would include all of the City of Downey (it currently has only a portion, which includes a small part of the City of Downey

concurrently being detached from the Little Lake Cemetery District); all of the City of South Gate (it currently has only a very small portion); all of the City of Bell Gardens (not currently in any cemetery district); and the northerly portion of the City of Bellflower, north of Alondra Boulevard (it currently has a smaller, irregularly-shaped portion).

- The **Little Lake Cemetery District** would include all of the City of La Mirada (it currently has only a portion); all of the City of Santa Fe Springs (it currently has only a portion of the city); all areas within the City of Norwalk north of Alondra Boulevard (currently a small portion of this area is outside the district); and a large, unincorporated generally between La Mirada and Santa Fe Springs (not currently within any cemetery district, and added at the request of Supervisor Hahn).

Overall, most of the territory within the three cemetery districts' new boundaries would encompass entire cities. However, there are two exceptions: (1) the City of Bellflower, which would be divided between the districts north and south of Alondra Boulevard; and (2) the City of Norwalk, which remains split between two districts in the same manner as the current boundaries. The County CEO's Office estimated in April 2023 that the potential property tax loss to cities resulting from this proposal is minimal ($104.04 annually to Santa Fe Springs) and would have no significant impact on any of the involved cities.

ATTACHMENTS:

A. Joint Tax Transfer (Resolution No. 9926)
B. Annexation Maps (Artesia, Downey, Little Lake Districts)

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Attachment A
Joint Tax Transfer (Resolution No. 9926)

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
AND THE
CITY COUNCILS OF THE CITY OF BELL GARDENS, THE CITY OF BELLFLOWER, THE CITY OF CERRITOS, THE CITY OF DOWNEY, THE CITY OF LA MIRADA, THE CITY OF LAKEWOOD, THE CITY OF NORWALK, THE CITY OF PARAMOUNT, THE CITY OF SANTA FE SPRINGS, THE CITY OF SOUTH GATE, THE BOARD OF DIRECTORS OF THE ARTESIA CEMETERY DISTRICT, THE DOWNEY CEMETERY DISTRICT, THE LITTLE LAKE CEMETERY DISTRICT, THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY, THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, THE COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, THE COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, THE COUNTY SANITATION DISTRICT NO. 19 OF LOS ANGELES COUNTY, THE LA HABRA HEIGHTS COUNTY WATER DISTRICT, AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS REORGANIZATION 2021-03 TO THE ARTESIA CEMETERY DISTRICT, THE DOWNEY CEMETERY DISTRICT, THE LITTLE LAKE CEMETERY DISTRICT, AND DETACHMENT FROM THE LITTLE LAKE CEMETERY DISTRICT

WHEREAS, the Artesia Cemetery District, Downey Cemetery District, and the Little Lake Cemetery District (Cemetery Districts) initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2021-03 to the Cemetery Districts;

WHEREAS, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies;

WHEREAS, the area proposed for annexation is identified as Reorganization 2021-03 to reorganize approximately 81± acres of inhabited territory located in the Cities of Bell Gardens, Bellflower, Cerritos, Downey, La Mirada, Lakewood, Norwalk, Paramount, Santa Fe Springs, South Gate; and Los Angeles County unincorporated territory (South Whittier);

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and on behalf of the Bell Gardens Lighting District, the Belvedere Garbage Disposal District, the County Lighting Maintenance District No. 10066, the County Lighting Maintenance District No. 1687, the County Lighting Maintenance District No. 10045 Zone A, the County Lighting Maintenance District No. 10045 Zone B, Road District No. 1, Road District No. 4 and

the LA County Library; the City Councils of the City of Bell Gardens, the City of Bellflower, Vehicle Parking District No. 1, the City of Cerritos, Los Coyotes Lighting and Landscaping District, the City of Downey, Downey Lighting District Zone 3-1, Downey Lighting District Zone 3-2, Downey Lighting District Zone 3-4, Downey Lighting District Zone 3-5, the City of La Mirada, the City of La Mirada As Successor of Interest To The La Mirada-Southeast Recreation and Park District, the City of Lakewood, the City of Norwalk, the City of Norwalk As Successor of Interest To The Norwalk-Southeast Recreation and Park District, the City of Paramount, the City of Santa Fe Springs, the City of South Gate; and the governing bodies of the Greater Los Angeles County Vector Control District, County Sanitation District No. 1 of Los Angeles County, County Sanitation District No. 2 of Los Angeles County, County Sanitation District No. 3 of Los Angeles County, County Sanitation District No. 18 of Los Angeles County, County Sanitation District No. 19 of Los Angeles County, the La Habra Heights County Water District, and the Water Replenishment District of Southern California, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the reorganization of territory identified as Reorganization 2021-03, is as set forth below;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County, the cities, and the districts, resulting from Reorganization 2021-03 is approved and accepted.

Annexation of Territory to the Artesia Cemetery District:

2. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Bellflower to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2254	0.000082445	2317	0.000082445	11273	0.000082445
2260	0.000082445	2322	0.000082445	11274	0.000082445
2261	0.000082445	2336	0.000082445	11280	0.000082445
2267	0.000082445	7300	0.000082445	11284	0.000082445
2276	0.000082445	7324	0.000082445	11285	0.000082445

2277	0.000082445	7345	0.000082445	11319	0.000082445

3. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Vehicle Parking District No. 1 (City of Bellflower) to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2254	0.000003224	2277	0.000003224

4. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Cerritos to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2281	0.000084185	2564	0.000084185	2567	0.000084185
2283	0.000084185	2565	0.000084185	2605	0.000084312
2488	0.000084312	2566	0.000084185	2606	0.000084312
2489	0.000084312				

5. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Los Coyotes Lighting and Landscaping District to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2281	0.000022979	2564	0.000023909	2567	0.000023912
2283	0.000022979	2565	0.000023909	2605	0.00002391
2488	0.000023909	2566	0.000023912	2606	0.000023911
2489	0.000023909				

6. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Lakewood to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2243	0.000072321	3754	0.000060022	7199	0.000072321
2245	0.000072321	5413	0.000072321	12178	0.000072321
2265	0.000025221	5415	0.000072321	12181	0.000072321
2266	0.000072321	5419	0.000026014	12182	0.000072321
2270	0.000072321	5420	0.000026015	12183	0.000072321
2274	0.000072321	5421	0.000072321	12261	0.000072321
2316	0.000072321	5442	0.000072321	12263	0.000072321
3747	0.000060022	5447	0.000072321	15679	0.000072321
3748	0.000060022	7190	0.000072321	15694	0.000072321
3751	0.000060022	7191	0.000072321	16076	0.000060022
3753	0.000060022	7198	0.000072321		

7. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 2 of Los Angeles County to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2254	0.000016499	7300	0.000016181	11280	0.0000166
2267	0.0000166	7324	0.000016181	11284	0.000016181
2277	0.000016499	11273	0.000016601	11285	0.000016181
2336	0.0000166	11274	0.0000166		

8. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 3 of Los Angeles County to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2243	0.00001294	2317	0.000013541	7190	0.000012615
2245	0.000012941	2322	0.000013541	7191	0.000012615
2260	0.000013541	3747	0.000013308	7199	0.000013306
2261	0.000013541	3748	0.000013308	12178	0.000012942
2265	0.000012942	3751	0.000012615	12181	0.000013308
2266	0.000012943	3753	0.000012615	12182	0.000013308
2274	0.000012942	3754	0.000012942	12183	0.000012615
2276	0.000013541	5413	0.000013308	15679	0.000012615
2281	0.000013727	5415	0.000013308	15694	0.000013306
2283	0.000013727	5419	0.000013308	16076	0.000012615
2316	0.000012942	5420	0.000013308		

9. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax

Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 18 of Los Angeles County to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2488	0.000016989	2564	0.000016989	2565	0.00001699
2489	0.000016989				

10. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 19 of Los Angeles County to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2566	0.000018231	2605	0.00001823	2606	0.000018231
2567	0.000018231				

11. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Greater Los Angeles County Vector Control District to the Artesia Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Artesia Cemetery District
2243	0.000000442	2564	0.000000501	7198	0.000000466
2245	0.000000445	2565	0.000000501	7199	0.000000462
2254	0.000000463	2566	0.000000501	7300	0.000000453

2260	0.000000469	2567	0.000000501	7324	0.000000453
2261	0.000000468	2605	0.000000502	7345	0.000000437
2265	0.000000446	2606	0.000000501	11273	0.000000466
2266	0.000000445	3747	0.000000459	11274	0.000000466
2267	0.000000466	3748	0.000000459	11280	0.000000466
2270	0.000000469	3751	0.000000434	11284	0.000000453
2274	0.000000446	3753	0.000000434	11285	0.000000453
2276	0.000000467	3754	0.000000446	11319	0.000000453
2277	0.000000463	5413	0.000000459	12178	0.000000446
2281	0.000000475	5415	0.000000459	12181	0.000000459
2283	0.000000475	5419	0.000000461	12182	0.000000459
2316	0.000000447	5420	0.000000459	12183	0.000000434
2317	0.000000469	5421	0.000000445	12261	0.000000446
2322	0.000000468	5442	0.000000482	12263	0.000000459
2336	0.000000466	5447	0.000000475	15679	0.000000434
2488	0.000000501	7190	0.000000434	15694	0.000000462
2489	0.000000501	7191	0.000000434	16076	0.000000434

12. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Water Replenishment District of Southern California to the Artesia Cemetery District.

Tax Rate Area	**Annual Tax Increment Ratio Transfer to the Artesia Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Artesia Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Artesia Cemetery District**
2243	0.000000207	2564	0.000000228	7198	0.000000212
2245	0.00000021	2565	0.000000229	7199	0.000000215
2254	0.000000215	2566	0.000000228	7300	0.000000212
2260	0.000000216	2567	0.000000228	7324	0.000000212
2261	0.000000217	2605	0.000000227	7345	0.000000206
2265	0.00000021	2606	0.000000228	11273	0.000000217
2266	0.00000021	3747	0.000000214	11274	0.000000216
2267	0.000000216	3748	0.000000214	11280	0.000000216
2270	0.000000217	3751	0.000000206	11284	0.000000212
2274	0.00000021	3753	0.000000206	11285	0.000000212

2276	0.000000217	3754	0.00000021	11319	0.000000212
2277	0.000000215	5413	0.000000214	12178	0.00000021
2281	0.000000219	5415	0.000000214	12181	0.000000214
2283	0.000000219	5419	0.000000213	12182	0.000000214
2316	0.000000209	5420	0.000000214	12183	0.000000206
2317	0.000000216	5421	0.000000316	12261	0.00000021
2322	0.000000217	5442	0.000000222	12263	0.000000214
2336	0.000000216	5447	0.000000225	15679	0.000000206
2488	0.000000228	7190	0.000000206	15694	0.000000215
2489	0.000000228	7191	0.000000206	16076	0.000000206

Annexation of Territory to the Downey Cemetery District:

13. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Bell Gardens to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
526	0.000035216	3237	0.000072145	6487	0.000056394
532	0.00003387	6321	0.000071757	6489	0.000071757
877	0.00007373	6349	0.000071754	6490	0.000071757
884	0.000071181	6350	0.000074305	6492	0.000056397
885	0.000073689	6351	0.000071757	6493	0.000056376
886	0.000055733	6352	0.000056397	6496	0.000056393
930	0.000035209	6354	0.000056395	6497	0.000053237
3235	0.000072147	6355	0.00005324	15698	0.000056397
3236	0.0000569	6485	0.000074303		

14. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax

Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Bellflower to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
2244	0.000052067	2335	0.000051977	6671	0.000052058
2247	0.000052067	2336	0.000051977	11274	0.000051977
2263	0.000051977	2375	0.000052067	11280	0.000051977
2267	0.000051977	6668	0.000052059	15708	0.000051977
2272	0.000052067	6670	0.000052059	16232	0.000052067
2273	0.000051977				

15. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Downey to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
916	0.000106744	3277	0.000114696	5345	0.000108662
917	0.000083435	3282	0.000109201	5348	0.000101455
3231	0.000106585	3284	0.000109201	5350	0.000108466
3241	0.00011479	3291	0.000105783	6293	0.000108236
3254	0.000112102	3297	0.000109201	6295	0.000114096
3257	0.000112102	3307	0.000105783	6500	0.000104867
3263	0.000109232	3331	0.000112102	6502	0.000107981
3265	0.000106757	3347	0.000106757	6651	0.000111606
3267	0.000102927	3669	0.000109201	6652	0.000111606
3268	0.00001646	5240	0.000105266	6653	0.000095737
3269	0.000089867	5253	0.00011381	6653	0.000095737
3275	0.000105501	5254	0.000106231		

16. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Downey Lighting District Zone I to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
3231	0.00001578	3307	0.000015804	6500	0.00001568
3254	0.00001095	5240	0.000015736	6502	0.000016075
3291	0.000015804				

17. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Downey Lighting District Zone II to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
3257	0.000013984	3275	0.000013257	3347	0.000013468
3265	0.000013468	3331	0.000013986	5254	0.000013423

18. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Downey Lighting District Zone IV to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
3267	0.000034588

19. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, zero dollars of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Downey Lighting District Zone V to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
3669	0

20. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of La Mirada As Successor of Interest To The La Mirada-Southeast Recreation and Park District to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
5348	0.000019211	6653	0.000019036	6670	0.000019009
6653	0.000019036	6668	0.000019034	6671	0.000019038

21. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the

following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Norwalk As Successor of Interest To The Norwalk-Southeast Recreation and Park District to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
5348	0.000020741	6653	0.000020552	6670	0.000020523
6653	0.000020552	6668	0.00002055	6671	0.000020555

22. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Paramount to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
2883	0.000052401	7273	0.000052401	7364	0.000052401
2893	0.000052401	7294	0.000052401	7365	0.000052401
2972	0.000052401	7316	0.000052401	7366	0.000052401
2998	0.000052401	7333	0.000052401	7370	0.000052401
3000	0.000052401	7334	0.000052401	7371	0.000052401
3004	0.000052401	7343	0.000052401	7373	0.000052401
3006	0.000052401	7344	0.000052401	7375	0.000052401
3007	0.000052401	7347	0.000052401	7376	0.000052401
3010	0.000052401	7348	0.000052401	7378	0.000052401
3018	0.000052401	7349	0.000052401	11103	0.000052401
6637	0.000052145	7353	0.000052401	11104	0.000052401
7257	0.000052401	7354	0.000052401	11105	0.000051642
7261	0.000063849	7356	0.000052401	11106	0.000052401
7262	0.00006385	7358	0.000052401	11296	0.000052401
7272	0.000052401	7362	0.000052401	16751	0.000052401

23. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of South Gate to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
663	0.000047953	748	0.000047953	7258	0.000043297
664	0.000047953	1307	0.000052647	7259	0.000047953
665	0.000043297	3310	0.000047953	7890	0.000061756
668	0.000043297	3319	0.000047953	15185	0.000047991
669	0.000043297	3328	0.000047953	15186	0.000047991
670	0.000047953	3334	0.000043297	15187	0.000047991
671	0.000043297	3344	0.000043297	15188	0.000047991
672	0.000047953	6090	0.000047953	15189	0.000047991
746	0.000043297	7223	0.000047953	15190	0.000047991
747	0.000043297	7224	0.000047953	15191	0.000047991

24. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 1 of Los Angeles County to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
664	0.000010883	671	0.000010891	6090	0.000011146
665	0.000010501	672	0.000010883	15185	0.000011146
668	0.000010883	1307	0.000010883	15186	0.000010883
669	0.000010493	3010	0.000011563	15187	0.000010883
670	0.000010883	3018	0.000011145	15188	0.000010883

25. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 2 of Los Angeles County to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
526	0.000008012	3275	0.000010593	7258	0.000009342
532	0.000007612	3282	0.000010898	7259	0.000009877
747	0.000009367	3284	0.000010898	7261	0.000009877
748	0.000009367	3291	0.000010544	7262	0.000009878
877	0.00000739	3297	0.000010898	7272	0.000009878
884	0.000007037	3307	0.000010544	7273	0.000009878
885	0.000007397	3310	0.000009572	7294	0.000009878
886	0.000008697	3319	0.000009572	7316	0.000009877
916	0.000010643	3334	0.000009572	7343	0.000009878
917	0.000008422	3347	0.000010645	7344	0.000009872
930	0.000008008	3669	0.000010898	7347	0.000009878
2244	0.000010466	5350	0.000010822	7348	0.000009878
2247	0.000010466	6293	0.000010798	7349	0.000009878
2263	0.000010466	6321	0.000007119	7354	0.000009878
2267	0.000010465	6349	0.000007119	7356	0.000009878
2272	0.000010466	6350	0.000007485	7358	0.000009877
2273	0.000010464	6351	0.000007119	7362	0.000009816
2335	0.000010466	6352	0.000008785	7370	0.000009877
2336	0.000010465	6354	0.000008784	7371	0.000009877
2375	0.000010465	6355	0.000008332	7373	0.000009878
2883	0.000009978	6485	0.000007485	7375	0.000010115
2893	0.000009979	6487	0.000008784	7376	0.000010093
2972	0.000009979	6489	0.00000712	11103	0.000009978
2998	0.000010225	6490	0.000007119	11104	0.000009878
3000	0.000010329	6492	0.000008785	11105	0.000009968
3006	0.000009981	6493	0.000008777	11106	0.000009877
3007	0.000010311	6496	0.000008784	11274	0.000010465
3231	0.000010526	6497	0.000008331	11280	0.000010465
3235	0.000007176	6500	0.000010449	11296	0.000009979

3236	0.000008874	6637	0.000009878	15189	0.000009367
3237	0.000007175	6651	0.00001116	15190	0.000009572
3263	0.000010901	6652	0.00001116	15191	0.000009342
3265	0.000010645	6670	0.00000995	15698	0.000008785
3267	0.000010248	6671	0.000009952	15708	0.000010466
3268	0.000009572	7224	0.000009342	16232	0.000010466
3269	0.000010613	7257	0.000009877	16751	0.000009877

26. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 18 of Los Angeles County to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
5240	0.000010044	5348	0.000009667	6653	0.000009555
5254	0.000010138	6653	0.000009555	6668	0.000009554
5345	0.000010374				

27. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Greater Los Angeles Vector Control District to the Downey Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Downey Cemetery District
526	0.000000222	3269	0	7224	0.000000259
532	0.00000021	3275	0.000000303	7257	0.000000276
663	0.000000274	3277	0.000000327	7258	0.000000259
664	0.000000259	3282	0.000000307	7259	0.000000276
665	0.000000249	3284	0.000000307	7261	0.000000275

668	0.000000259	3291	0.000000296	7262	0.000000276
669	0.000000228	3297	0.000000307	7272	0.000000276
670	0.000000259	3307	0.000000296	7273	0.000000276
671	0.000000259	3310	0.000000266	7294	0.000000276
672	0.000000259	3319	0.000000266	7316	0.000000276
746	0.000000275	3328	0.000000281	7333	0.0000003
747	0.00000026	3331	0.000000319	7334	0.000000301
748	0.00000026	3334	0.000000266	7343	0.000000276
877	0.000000233	3344	0.000000281	7344	0.000000277
884	0.000000189	3347	0.000000299	7347	0.000000276
885	0.0000002	3669	0.000000307	7348	0.000000276
886	0.000000223	5240	0.000000294	7349	0.000000276
916	0.000000302	5253	0.000000326	7353	0.000000291
917	0	5254	0.000000297	7354	0.000000276
930	0.000000219	5345	0.000000305	7356	0.000000276
1307	0.000000259	5348	0.000000285	7358	0.000000276
2244	0.000000294	5350	0.000000307	7362	0.000000258
2247	0.000000294	6090	0.000000266	7364	0.0000003
2263	0.000000294	6293	0.000000304	7365	0.000000301
2267	0.000000294	6295	0.000000354	7366	0.000000298
2272	0.000000294	6321	0.000000192	7370	0.000000275
2273	0.000000293	6349	0.000000193	7371	0.000000276
2335	0.000000294	6350	0.000000203	7373	0.000000276
2336	0.000000294	6351	0.000000192	7375	0.000000282
2375	0.000000293	6352	0.000000243	7376	0.000000279
2883	0.000000278	6354	0.000000243	7378	0.000000299
2893	0.000000279	6355	0.00000023	7890	0.000000259
2972	0.000000279	6485	0.000000203	11103	0.000000278
2998	0.000000285	6487	0.000000242	11104	0.000000276
3000	0.000000298	6489	0.000000192	11105	0.000000278
3004	0.000000298	6490	0.000000192	11106	0.000000276
3006	0.00000028	6492	0.000000242	11274	0.000000294
3007	0.000000301	6493	0.000000238	11280	0.000000294
3010	0.000000311	6496	0.000000242	11296	0.000000279
3018	0.000000308	6497	0.000000229	15185	0.000000266
3231	0.000000295	6500	0.000000295	15186	0.000000259
3235	0.000000194	6502	0.00000052	15187	0.000000259
3236	0.000000237	6637	0.000000276	15188	0.000000259
3237	0.000000194	6651	0.000000319	15189	0.00000026
3241	0.000000332	6652	0.000000319	15190	0.000000266

3254	0.000000314	6653	0.000000278	15191	0.000000259
3257	0.000000314	6653	0.000000278	15698	0.000000243
3263	0.000000306	6668	0.000000278	15708	0.000000294
3265	0.000000299	6670	0.000000277	16232	0.000000294
3267	0.000000287	6671	0.000000257	16751	0.000000276
3268	0.000000266	7223	0.000000279		

28. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Water Replenishment District of Southern California to Downey Cemetery District.

Tax Rate Area	**Annual Tax Increment Ratio Transfer to the Downey Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Downey Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Downey Cemetery District**
526	0.000000109	3269	0	7224	0.000000125
532	0.000000109	3275	0.00000021	7257	0.00000013
663	0.00000013	3277	0.000000149	7258	0.000000125
664	0.000000125	3282	0.000000141	7259	0.00000013
665	0.00000012	3284	0.000000141	7261	0.00000013
668	0.000000125	3291	0.000000137	7262	0.00000013
669	0.000000127	3297	0.000000141	7272	0.00000013
670	0.000000125	3307	0.000000137	7273	0.00000013
671	0.000000125	3310	0.000000127	7294	0.00000013
672	0.000000125	3319	0.000000127	7316	0.00000013
746	0.000000129	3328	0.000000132	7333	0.000000136
747	0.000000125	3331	0.000000145	7334	0.000000137
748	0.000000125	3334	0.000000127	7343	0.00000013
877	0.000000082	3344	0.000000134	7344	0.000000129
884	0.000000101	3347	0.000000138	7347	0.00000013
885	0.000000105	3669	0.000000141	7348	0.00000013
886	0.000000093	5240	0.000000136	7349	0.00000013
916	0.000000136	5253	0.000000144	7353	0.000000133
917	0	5254	0.000000138	7354	0.00000013
930	0.000000111	5345	0.00000014	7356	0.00000013
1307	0.000000125	5348	0.000000133	7358	0.00000013

2244	0.000000136	5350	0.000000142	7362	0.000000148
2247	0.000000136	6090	0.000000127	7364	0.000000139
2263	0.000000136	6293	0.00000014	7365	0.000000139
2267	0.000000136	6295	0.000000236	7366	0.000000145
2272	0.000000136	6321	0.000000102	7370	0.00000013
2273	0.000000135	6349	0.000000101	7371	0.00000013
2335	0.000000136	6350	0.000000105	7373	0.00000013
2336	0.000000136	6351	0.000000102	7375	0.000000135
2375	0.000000136	6352	0.000000118	7376	0.000000143
2883	0.000000132	6354	0.000000119	7378	0.000000144
2893	0.000000131	6355	0.000000114	7890	0.000000125
2972	0.000000131	6485	0.000000106	11103	0.000000132
2998	0.000000133	6487	0.000000119	11104	0.00000013
3000	0.000000145	6489	0.000000102	11105	0.000000133
3004	0.000000145	6490	0.000000102	11106	0.00000013
3006	0.000000129	6492	0.000000119	11274	0.000000136
3007	0.000000121	6493	0.000000115	11280	0.000000136
3010	0.000000102	6496	0.000000119	11296	0.000000131
3018	0.000000138	6497	0.000000114	15185	0.000000127
3231	0.000000137	6500	0.000000136	15186	0.000000125
3235	0.000000102	6502	0	15187	0.000000125
3236	0.000000114	6637	0.00000013	15188	0.000000125
3237	0.000000102	6651	0.000000142	15189	0.000000125
3241	0.000000146	6652	0.000000142	15190	0.000000127
3254	0.000000144	6653	0.000000132	15191	0.000000125
3257	0.000000144	6653	0.000000132	15698	0.000000118
3263	0.000000143	6668	0.000000132	15708	0.000000136
3265	0.000000138	6670	0.000000131	16232	0.000000136
3267	0.000000134	6671	0.000000138	16751	0.00000013
3268	0.000000127	7223	0.000000133		

Detachment of Territory from Little Lake Cemetery District:

29. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the City of Bellflower.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Bellflower	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Bellflower	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Bellflower
2244	0.000115527	2273	0	6670	0.000105077
2247	0.000115527	2375	0.000115546	6671	0.000104427
2272	0.000115527	6668	0.000105576	16232	0.000115527

30. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the City of Downey.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Downey	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Downey	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Downey
5240	0.000253091	5345	0.000270976	6653	0.000205752
5253	0.000298807	5348	0.000230749	6655	0
5254	0.000256689				

31. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the Downey Lighting District Zone I.

Tax Rate Area	Annual Tax Increment Ratio Transfer to Downey Lighting District Zone I
5240	0.000037835

32. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to

Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the Downey Lighting District Zone II.

Tax Rate Area	Annual Tax Increment Ratio Transfer to Downey Lighting District Zone II
5254	0.000032435

33. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the City of La Mirada As Successor of Interest To The La Mirada-Southeast Recreation and Park District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to La Mirada SE Recreation and Park	Tax Rate Area	Annual Tax Increment Ratio Transfer to La Mirada SE Recreation and Park	Tax Rate Area	Annual Tax Increment Ratio Transfer to La Mirada SE Recreation and Park
5348	0.000043693	6655	0	6670	0.000038369
6653	0.000040911	6668	0.000038601	6671	0.00003819

34. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the City of Norwalk As Successor of Interest To The Norwalk-Southeast Recreation and Park District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to Norwalk SE Recreation and Park	Tax Rate Area	Annual Tax Increment Ratio Transfer to Norwalk SE Recreation and Park	Tax Rate Area	Annual Tax Increment Ratio Transfer to Norwalk SE Recreation and Park

5348	0.000047174	6655	0	6670	0.000041425
6653	0.000044169	6668	0.000041675	6671	0.000041232

35. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the County Sanitation District No. 2 of Los Angeles County.

Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 2	Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 2	Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 2
2244	0.000023222	2273	0	6670	0.000020084
2247	0.000023222	2375	0.000023225	6671	0.000019963
2272	0.000023222	6655	0	16232	0.000023222

36. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the County Sanitation District No. 18 of Los Angeles County.

Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 18	Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 18	Tax Rate Area	Annual Tax Increment Ratio Transfer to County Sanitation District No. 18
5240	0.000024149	5345	0.000025872	6653	0.000020536
5254	0.000024497	5348	0.000021988	6668	0.000019377

37. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the Greater Los Angeles Vector Control District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to Greater LA Vector Control District	Tax Rate Area	Annual Tax Increment Ratio Transfer to Greater LA Vector Control District	Tax Rate Area	Annual Tax Increment Ratio Transfer to Greater LA Vector Control District
2244	0.000000652	5253	0.000000856	6655	0
2247	0.000000652	5254	0.000000719	6668	0.000000564
2272	0.000000652	5345	0.000000761	6670	0.000000559
2273	0	5348	0.000000648	6671	0.000000517
2375	0.000000652	6653	0.000000598	16232	0.000000652
5240	0.000000708				

38. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from Little Lake Cemetery District to the Water Replenishment District of Southern California.

Tax Rate Area	Annual Tax Increment Ratio Transfer to Water Replenishment District of Southern California	Tax Rate Area	Annual Tax Increment Ratio Transfer to Water Replenishment District of Southern California	Tax Rate Area	Annual Tax Increment Ratio Transfer to Water Replenishment District of Southern California
2244	0.000000303	5253	0.000000379	6655	0
2247	0.000000303	5254	0.000000333	6668	0.000000267
2272	0.000000303	5345	0.00000035	6670	0.000000266
2273	0	5348	0.000000303	6671	0.000000277
2375	0.000000303	6653	0.000000283	16232	0.000000303
5240	0.000000329				

Annexation of Territory to the Little Lake Cemetery District:

39. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax

Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of La Mirada to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
1759	0.000044686	6877	0.000044686	12403	0.000044228
1762	0.000044686	6879	0.000044686	12404	0.000044228
1763	0.000044686	6880	0.000044686	12405	0.000044156
1764	0.000044686	6882	0.000044686	12428	0.000044686
1769	0.000044686	6886	0.000044245	12429	0.000044686
3524	0.000044686	6887	0.000044686	13056	0.000044686
3525	0.000044686	6888	0.000044686	13057	0.000044686
3526	0.000044686	6897	0.000044686	13340	0.000044686
3527	0.000044686	6903	0.000044686	13474	0.000045404
3535	0.000044686	6908	0.000044686	13475	0.000045404
3538	0.000044686	6910	0.000044686	13476	0.000045404
3554	0.000044686	6912	0.000044686	13684	0.000044233
3555	0.000044686	11459	0.000044686	14336	0.000044228
3556	0.000044686	11460	0.000044686	15266	0.000044686
6007	0.000044686	11496	0.000044686	15456	0.000044228
6027	0.000044686	11500	0.000044686	15666	0.000044686
6395	0.000044686	11501	0.000044686	15667	0.000044686
6773	0.000044686	11502	0.000044686	15771	0.000044686
6821	0.000044686	11503	0.000044686	16084	0.000044228
6871	0.000044686	11505	0.000044686	16753	0.000044686
6872	0.000044686				

40. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of La Mirada As Successor of Interest To The La Mirada-Southeast Recreation and Park District to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
1759	0.000018368	6882	0.000018369	11878	0.000015601
1762	0.00001859	6886	0.000018509	12002	0.000015601
1763	0.000018181	6887	0.000018591	12006	0.000015601
1764	0.000018398	6888	0.00001859	12058	0.000015227
1769	0.000018694	6897	0.000018369	12403	0.000018502
1831	0.000015601	6903	0.00001859	12404	0.000018503
3524	0.000018181	6908	0.000018694	12405	0.000018472
3525	0.000018178	6910	0.000018368	12428	0.000018694
3526	0.000017626	6912	0.000018083	12429	0.000018694
3527	0.00001742	9063	0.000015601	13056	0.000018694
3535	0.000018181	9080	0.000015307	13057	0.000018694
3538	0.000018398	9088	0.000015601	13083	0.00001859
3554	0.000018398	9089	0.000015601	13085	0.000018589
3555	0.000018398	9092	0.000015227	13086	0.000015601
3556	0.000018398	9094	0.000015263	13109	0.000015601
5296	0.000015944	9101	0.000014391	13340	0.000018694
6007	0.000018378	9231	0.000015601	13474	0.000018181
6395	0.00001859	10274	0.00001859	13475	0.000018398
6712	0.00001859	10275	0.00001859	13476	0.000018398
6713	0.00001859	10399	0.000015601	13667	0.000015601
6724	0.000018208	10400	0.000015601	13684	0.000018505
6766	0.000016236	10401	0.000015601	14322	0.000015264
6773	0.000018694	10563	0.000015601	14336	0.000018503
6774	0.000016236	10601	0.000015601	14714	0.000015281
6794	0.000018133	11459	0.000018694	15266	0.000018694
6795	0.000018134	11460	0.000018694	15456	0.000018503
6802	0.00001859	11496	0.000018694	15666	0.000018369
6821	0.000018369	11500	0.000018694	15667	0.00001859
6871	0.000018694	11501	0.000018694	15771	0.000018398
6872	0.000018694	11502	0.000018694	16084	0.000018503
6877	0.000018694	11503	0.000018694	16728	0.000015287
6879	0.000018694	11505	0.000018694	16753	0.000018398
6880	0.000018278				

41. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Norwalk to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
3264	0.000044106	5296	0.000044106	6769	0.000044106
3342	0.000044106	6766	0.000044106	6774	0.000044106

42. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Norwalk As Successor of Interest To The Norwalk-Southeast Recreation and Park District to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
1759	0.000019832	6882	0.000019832	11878	0.000016649
1762	0.000020071	6886	0.000019984	12002	0.000016843
1763	0.000019629	6887	0.000020071	12006	0.000016843
1764	0.000019863	6888	0.000020071	12058	0.00001644
1769	0.000020183	6897	0.000019832	12403	0.000020183
1831	0.000016843	6903	0.000020071	12404	0.000020183
3524	0.000019629	6908	0.000020183	12405	0.000019944
3525	0.000019626	6910	0.000019832	12428	0.000020183
3526	0.00001903	6912	0.000019523	12429	0.000020183
3527	0.000018807	9063	0.000016843	13056	0.000020183
3535	0.000019629	9080	0.000016527	13057	0.000020183
3538	0.000019863	9088	0.000016843	13083	0.00002007

3554	0.000019863	9089	0.000016843	13085	0.00002007
3555	0.000019863	9092	0.00001644	13086	0.000016843
3556	0.000019863	9094	0.000016479	13109	0.000016843
5296	0.000017214	9101	0.000015537	13340	0.000020183
6007	0.000019842	9231	0.000016843	13474	0.000019629
6395	0.000020071	10274	0.00002007	13475	0.000019863
6712	0.00002007	10275	0.00002007	13476	0.000019863
6713	0.00002007	10399	0.000016843	13667	0.000016843
6724	0.000019658	10400	0.000016843	13684	0.000019979
6766	0.000017529	10401	0.000016843	14322	0.000016843
6773	0.000020183	10563	0.000016843	14336	0.000020183
6774	0.000017529	10601	0.000016843	14714	0.000016499
6794	0.000019577	11459	0.000020183	15266	0.000020183
6795	0.000019579	11460	0.000020183	15456	0.000020183
6802	0.00002007	11496	0.000020183	15666	0.000019832
6821	0.000019832	11500	0.000020183	15667	0.000020071
6871	0.000020183	11501	0.000020183	15771	0.000019863
6872	0.000020183	11502	0.000020183	16084	0.000020183
6877	0.000020183	11503	0.000020183	16728	0.000016504
6879	0.000020183	11505	0.000020183	16753	0.000019863
6880	0.000019734				

43. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the City of Santa Fe Springs to the Little Lake Cemetery District.

Tax Rate Area	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**
57	0.000041589	5917	0.000061706	9055	0.000041013
1955	0.000041589	5918	0.000061788	9056	0.000041012
5000	0.000041938	5919	0.000041591	9057	0.000041013
5036	0.000041938	5921	0.00004159	9060	0.000041013
5310	0.000041938	5922	0.000041589	9061	0.000041013
5311	0.000041939	5923	0.000041589	9068	0.000041013
5324	0.000041938	5925	0.000041589	9076	0.000041013
5325	0.000041939	5926	0.00004159	9106	0.000041012

5333	0.000041897	5947	0.00004159	9123	0.000048548
5347	0.000041938	5951	0.000041589	9124	0.000044554
5352	0.000041938	6141	0.000041589	9634	0.000041421
5356	0.000041954	6142	0.000041589	11289	0.000041938
5360	0.000041938	6703	0.000041589	13081	0.000041938
5365	0.000041937	9010	0.000041012	15145	0.000041012
5366	0.000041938	9015	0.000041013	15148	0.000044554
5909	0.000041589	9042	0.000040386	15171	0.000041013
5910	0.000041592	9044	0.000039547	15172	0.000041013
5911	0.00004162	9047	0.000041012	15173	0.000041589
5912	0.000041589	9049	0.000041013	15627	0.000041013
5913	0.000041587	9051	0.000041013	15691	0.000041938
5914	0.000041589	9053	0.000041013	15723	0.000041591
5915	0.000041591				

44. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 2 of Los Angeles County to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
3264	0.00000891	3342	0.000008965	6769	0.000007407

45. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the County Sanitation District No. 18 of Los Angeles County to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District

57	0.000010242	6703	0.000010242	11460	0.000008064
162	0.000008264	6712	0.000008002	11496	0.000008063
270	0.000008264	6713	0.000008002	11500	0.000008063
1759	0.000007873	6724	0.000007837	11501	0.000008064
1762	0.000008002	6766	0.000008152	11502	0.000008063
1763	0.000007763	6773	0.000008063	11503	0.000008064
1764	0.00000789	6774	0.000008152	11505	0.000008063
1769	0.000008063	6794	0.000007735	11512	0.000008264
1831	0.000007722	6795	0.000007735	11543	0.000008545
1955	0.000010242	6802	0.000008002	11878	0.000007722
3503	0.000008253	6821	0.000007873	11999	0.000008264
3504	0.000008252	6871	0.000008063	12000	0.000007985
3508	0.000008545	6872	0.000008063	12001	0.000008264
3511	0.000008545	6877	0.000008064	12002	0.000007722
3517	0.000008281	6879	0.000008063	12003	0.000007985
3523	0.000008279	6880	0.00000782	12006	0.000007722
3524	0.000007763	6882	0.000007873	12007	0.000008011
3525	0.000007756	6886	0.000007946	12056	0.000008264
3526	0.000007439	6887	0.000008003	12057	0.000008012
3527	0.000007317	6888	0.000008002	12058	0.000007468
3528	0.000008253	6897	0.000007873	12403	0.00000798
3529	0.000008545	6903	0.000008002	12404	0.000007952
3530	0.000008545	6908	0.000008063	12405	0.000007967
3531	0.00000828	6910	0.000007873	12428	0.000008063
3532	0.000008354	6912	0.000007706	12429	0.000008063
3533	0.000008357	7696	0.000008264	12967	0.000008545
3534	0.000008357	8405	0.000008264	12968	0.000008545
3535	0.000007764	8409	0.000008264	13050	0.000008264
3536	0.00000828	8601	0.000008264	13055	0.000008264
3538	0.00000789	9010	0.000010094	13056	0.000008063
3540	0.000008545	9015	0.000010094	13057	0.000008064
3541	0.000008545	9042	0.000009933	13061	0.000008545
3542	0.000008545	9044	0.000009717	13078	0.000008264
3543	0.000008545	9047	0.000010094	13081	0.000010332
3544	0.000008545	9049	0.000010094	13083	0.000008002
3545	0.000008358	9051	0.000010094	13084	0.00000855
3546	0.000008545	9053	0.000010094	13085	0.000008001
3547	0.00000828	9054	0.000008264	13086	0.000007722
3548	0.000008545	9055	0.000010094	13109	0.000007722
3549	0.00000855	9056	0.000010094	13340	0.000008064
3550	0.000008251	9057	0.000010094	13408	0.000008347
3552	0.000008545	9060	0.000010094	13409	0.000008347

3554	0.00000789	9061	0.000010094	13410	0.000008066
3555	0.00000789	9063	0.000007722	13411	0.000008059
3556	0.00000789	9068	0.000010094	13474	0.000007763
3558	0.00000833	9070	0.000007948	13475	0.00000789
3562	0.00000855	9071	0.000007948	13476	0.00000789
3563	0.000008545	9073	0.000007985	13561	0.000008066
3564	0.000008545	9075	0.000007985	13667	0.000007553
3566	0.000008254	9076	0.000010094	13668	0.000008359
3567	0.000008545	9077	0.000008264	13684	0.000007953
3568	0.000008279	9078	0.000008264	13711	0.000008083
3569	0.000008545	9079	0.000008022	13729	0.000008359
3572	0.000008545	9080	0.000007523	13846	0.000008359
3581	0.000008545	9081	0.000008264	13876	0.000008085
3582	0.000008545	9082	0.000008264	13940	0.000008083
3583	0.000008545	9083	0.000008045	14313	0.000008361
3595	0.000008545	9088	0.000007722	14317	0.000008361
3600	0.000008545	9089	0.000007721	14321	0.000008086
3614	0.000008545	9092	0.000007468	14322	0.000007555
3618	0.000008545	9094	0.000007493	14336	0.000007952
3642	0.000008545	9095	0.000008011	14445	0.000008086
3643	0.000008545	9101	0.000006901	14627	0.000008361
3644	0.000008545	9106	0.000010094	14670	0.000008378
3741	0.000008545	9107	0.000008014	14713	0.000008378
3742	0.000008545	9109	0.000008012	14714	0.000007564
5000	0.000010332	9112	0.000008011	14807	0.000008095
5296	0.000007937	9115	0.000008011	15037	0.000008375
5310	0.000010332	9116	0.00000801	15042	0.000008099
5311	0.000010332	9117	0.000008012	15050	0.000008099
5324	0.000010332	9123	0.000008264	15052	0.000008102
5325	0.000010332	9124	0.000008264	15067	0.000008378
5333	0.00001032	9195	0.000008264	15145	0.000010094
5347	0.000010332	9196	0.000008264	15148	0.000008264
5352	0.000010332	9197	0.000008264	15170	0.000008099
5356	0.000010336	9211	0.000008264	15171	0.000010094
5360	0.000010332	9223	0.000007985	15172	0.000010094
5365	0.000010332	9225	0.000008264	15173	0.000010242
5366	0.000010332	9231	0.000007722	15203	0.000008375
5909	0.000010242	9232	0.000008264	15266	0.000008064
5910	0.00001024	9233	0.000008264	15456	0.000007952
5911	0.000010261	9238	0.000008264	15521	0.000008102
5912	0.000010242	9245	0.000008264	15627	0.000010094
5913	0.000010242	9246	0.000008264	15628	0.000008099

5914	0.000010242	9265	0.000008264	15666	0.000007873
5915	0.000010243	9266	0.000008264	15667	0.000008002
5917	0.000009791	9634	0.000010199	15678	0.000008264
5918	0.000009831	9798	0.000008264	15691	0.000010332
5919	0.000010242	10204	0.000008264	15703	0.000008545
5921	0.000010242	10274	0.000008002	15723	0.000010242
5922	0.000010242	10275	0.000008002	15761	0.000008264
5923	0.000010242	10333	0.000008545	15771	0.00000789
5925	0.000010242	10399	0.000007722	15836	0.000007985
5926	0.000010242	10400	0.000007722	16084	0.000007952
5947	0.000010242	10401	0.000007722	16401	0.000008103
5951	0.000010242	10541	0.000008264	16515	0.000008503
6007	0.000007879	10544	0.000008545	16590	0.000008373
6027	0.000008476	10557	0.000008264	16728	0.000007566
6034	0.000008678	10558	0.000008545	16742	0.000008545
6041	0.000008458	10562	0.000008264	16753	0.00000789
6045	0.000008407	10563	0.000007722	16816	0.000008373
6141	0.000010242	10564	0.000008545	16821	0.000008097
6142	0.000010242	10601	0.000007722	16824	0.000008097
6395	0.000008002	11289	0.000010332	16829	0.000008373
6538	0.000008264	11459	0.000008063	16830	0.000008373

46. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Greater Los Angeles County Vector Control District to the Little Lake Cemetery District.

Tax Rate Area	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**
57	0.000000305	6538	0.000000241	11459	0.000000235
162	0.000000241	6703	0.000000305	11460	0.000000235
270	0.000000241	6712	0.000000233	11496	0.000000235
1759	0.000000228	6713	0.000000233	11500	0.000000235
1762	0.000000233	6724	0.000000228	11501	0.000000235
1763	0.000000225	6766	0.000000237	11502	0.000000235
1764	0.000000229	6769	0	11503	0.000000235

1769	0.000000235	6773	0.000000235	11505	0.000000235
1831	0.000000224	6774	0.000000237	11512	0.000000241
1955	0.000000305	6794	0.000000224	11543	0.00000025
3264	0.000000234	6795	0.000000224	11878	0.000000224
3342	0.000000284	6802	0.000000233	11999	0.000000241
3503	0.000000241	6821	0.000000228	12000	0.000000232
3504	0.000000241	6871	0.000000235	12001	0.000000241
3508	0.00000025	6872	0.000000235	12002	0.000000224
3511	0.00000025	6877	0.000000235	12003	0.000000232
3517	0.000000242	6879	0.000000235	12006	0.000000224
3523	0.000000242	6880	0.000000227	12007	0.000000233
3524	0.000000225	6882	0.000000228	12056	0.000000241
3525	0.000000227	6886	0.00000023	12057	0.000000233
3526	0.000000215	6887	0.000000233	12058	0.000000215
3527	0.000000212	6888	0.000000233	12403	0.000000232
3528	0.000000241	6897	0.000000228	12404	0.000000231
3529	0.00000025	6903	0.000000233	12405	0.000000232
3530	0.00000025	6908	0.000000235	12428	0.000000235
3531	0.000000242	6910	0.000000228	12429	0.000000235
3532	0.000000242	6912	0.000000223	12967	0.00000025
3533	0.000000244	7696	0.000000241	12968	0.00000025
3534	0.000000244	8405	0.000000241	13050	0.000000241
3535	0.000000225	8409	0.000000241	13055	0.000000241
3536	0.000000242	8601	0.000000241	13056	0.000000235
3538	0.000000229	9010	0.0000003	13057	0.000000235
3540	0.00000025	9015	0.0000003	13061	0.00000025
3541	0.00000025	9042	0.000000295	13078	0.000000241
3542	0.00000025	9044	0.000000288	13081	0.000000308
3543	0.00000025	9047	0.0000003	13083	0.000000233
3544	0.00000025	9049	0.0000003	13084	0.000000248
3545	0.000000245	9051	0.0000003	13085	0.000000233
3546	0.00000025	9053	0.0000003	13086	0.000000224
3547	0.000000242	9054	0.000000241	13109	0.000000224
3548	0.00000025	9055	0.0000003	13340	0.000000235
3549	0.000000248	9056	0.0000003	13408	0.000000244
3550	0.000000241	9057	0.0000003	13409	0.000000244
3552	0.00000025	9060	0.0000003	13410	0.000000235
3554	0.000000229	9061	0.0000003	13411	0.000000235
3555	0.000000229	9063	0.000000224	13474	0.000000225

3556	0.000000229	9068	0.0000003	13475	0.000000229
3558	0.000000243	9070	0.000000231	13476	0.000000229
3562	0.000000248	9071	0.000000231	13561	0.000000235
3563	0.00000025	9073	0.000000232	13667	0.000000219
3564	0.00000025	9075	0.000000232	13668	0.000000245
3566	0.000000241	9076	0.0000003	13684	0.000000231
3567	0.00000025	9077	0.000000241	13711	0.000000236
3568	0.000000242	9078	0.000000241	13729	0.000000245
3569	0.00000025	9079	0.000000233	13846	0.000000245
3572	0.00000025	9080	0.000000218	13876	0.000000236
3581	0.00000025	9081	0.000000241	13940	0.000000236
3582	0.00000025	9082	0.000000241	14313	0.000000245
3583	0.00000025	9083	0.000000234	14317	0.000000245
3595	0.00000025	9088	0.000000224	14321	0.000000236
3600	0.00000025	9089	0.000000223	14322	0.000000219
3614	0.00000025	9092	0.000000215	14336	0.000000231
3618	0.00000025	9094	0.000000216	14445	0.000000236
3642	0.00000025	9095	0.000000233	14627	0.000000245
3643	0.00000025	9101	0.000000197	14670	0.000000245
3644	0.00000025	9106	0.0000003	14713	0.000000245
3741	0.00000025	9107	0.000000234	14714	0.000000219
3742	0.00000025	9109	0.000000233	14807	0.000000236
5000	0.000000308	9112	0.000000233	15037	0.000000245
5036	0.000000308	9115	0.000000233	15042	0.000000236
5296	0.000000243	9116	0.000000233	15050	0.000000236
5310	0.000000308	9117	0.000000233	15052	0.000000236
5311	0.000000308	9123	0.000000241	15067	0.000000245
5324	0.000000308	9124	0.000000241	15145	0.0000003
5325	0.000000308	9195	0.000000241	15148	0.000000241
5333	0.000000314	9196	0.000000241	15170	0.000000236
5347	0.000000308	9197	0.000000241	15171	0.0000003
5352	0.000000308	9211	0.000000241	15172	0.0000003
5356	0.000000308	9223	0.000000232	15173	0.000000305
5360	0.000000308	9225	0.000000241	15203	0.000000245
5365	0.000000308	9231	0.000000224	15266	0.000000235
5366	0.000000308	9232	0.000000241	15456	0.000000231
5909	0.000000305	9233	0.000000241	15521	0.000000236
5910	0.000000303	9238	0.000000241	15627	0.0000003
5911	0.000000293	9245	0.000000241	15628	0.000000236

5912	0.000000305	9246	0.000000241	15666	0.000000228
5913	0.000000305	9265	0.000000241	15667	0.000000233
5914	0.000000305	9266	0.000000241	15678	0.000000241
5915	0.000000305	9634	0.000000304	15691	0.000000308
5917	0.000000285	9798	0.000000241	15703	0.00000025
5918	0.000000295	10204	0.000000241	15723	0.000000305
5919	0.000000305	10274	0.000000233	15761	0.000000241
5921	0.000000305	10275	0.000000233	15771	0.000000229
5922	0.000000305	10333	0.00000025	15836	0.000000232
5923	0.000000305	10399	0.000000224	16084	0.000000231
5925	0.000000305	10400	0.000000224	16401	0.000000236
5926	0.000000305	10401	0.000000224	16515	0.000000249
5947	0.000000305	10541	0.000000241	16590	0.000000245
5951	0.000000305	10544	0.00000025	16728	0.000000219
6007	0.000000229	10557	0.000000241	16742	0.00000025
6027	0.00000025	10558	0.00000025	16753	0.000000229
6034	0.000000254	10562	0.000000241	16816	0.000000245
6041	0.000000247	10563	0.000000224	16821	0.000000236
6045	0.000000246	10564	0.00000025	16824	0.000000236
6141	0.000000305	10601	0.000000224	16829	0.000000245
6142	0.000000305	11289	0.000000308	16830	0.000000245
6395	0.000000233				

47. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the La Habra Heights County Water District to the Little Lake Cemetery District.

Tax Rate Area	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**	**Tax Rate Area**	**Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District**
8405	0	9223	0	9225	0

48. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2021-03 with the Board of Equalization pursuant to

Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2021-03 territory shall be transferred from the Water Replenishment District of Southern California to the Little Lake Cemetery District.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Little Lake Cemetery District
57	0.000000135	6538	0.000000113	11459	0.000000111
270	0.000000113	6703	0.000000135	11460	0.00000011
1759	0.000000109	6712	0.00000011	11496	0.000000111
1762	0.00000011	6713	0.00000011	11500	0.000000111
1763	0.000000107	6724	0.000000108	11501	0.00000011
1764	0.000000109	6766	0.000000112	11502	0.000000111
1769	0.000000111	6769	0	11503	0.00000011
1831	0.000000107	6773	0.000000111	11505	0.000000111
1955	0.000000135	6774	0.000000112	11512	0.000000113
3264	0.000000132	6794	0.000000107	11543	0.000000116
3342	0.000000091	6795	0.000000107	11878	0.000000107
3503	0.000000113	6802	0.00000011	11999	0.000000113
3504	0.000000113	6821	0.000000109	12000	0.00000011
3508	0.000000116	6871	0.000000111	12001	0.000000113
3511	0.000000116	6872	0.000000111	12002	0.000000107
3517	0.000000113	6877	0.00000011	12003	0.00000011
3523	0.000000113	6879	0.000000111	12006	0.000000107
3524	0.000000107	6880	0.000000108	12007	0.00000011
3525	0.000000109	6882	0.000000109	12056	0.000000114
3526	0.000000104	6886	0.000000107	12057	0.00000011
3527	0.000000107	6887	0.00000011	12058	0.000000104
3528	0.000000113	6888	0.00000011	12403	0.00000011
3529	0.000000116	6897	0.000000109	12404	0.000000109
3530	0.000000116	6903	0.00000011	12405	0.000000109
3531	0.000000113	6908	0.000000111	12428	0.000000111
3532	0.000000116	6910	0.000000109	12429	0.000000111
3533	0.000000114	6912	0.000000107	12967	0.000000116
3534	0.000000114	7696	0.000000113	12968	0.000000116
3535	0.000000107	8405	0.000000113	13050	0.000000113

3536	0.000000113	8409	0.000000113	13055	0.000000113
3538	0.000000109	8601	0.000000113	13056	0.000000111
3540	0.000000116	9010	0.000000133	13057	0.00000011
3541	0.000000116	9015	0.000000133	13061	0.000000116
3542	0.000000116	9042	0.000000132	13078	0.000000113
3543	0.000000116	9044	0.000000129	13081	0.000000136
3544	0.000000116	9047	0.000000133	13083	0.00000011
3545	0.000000117	9049	0.000000133	13084	0.000000115
3546	0.000000116	9051	0.000000133	13085	0.00000011
3547	0.000000113	9053	0.000000133	13086	0.000000107
3548	0.000000116	9054	0.000000114	13109	0.000000107
3549	0.000000115	9055	0.000000133	13340	0.00000011
3550	0.000000113	9056	0.000000133	13408	0.000000113
3552	0.000000116	9057	0.000000133	13409	0.000000113
3554	0.000000109	9060	0.000000133	13410	0.00000011
3555	0.000000109	9061	0.000000133	13411	0.00000011
3556	0.000000109	9063	0.000000107	13474	0.000000107
3558	0.000000114	9068	0.000000133	13475	0.000000109
3562	0.000000115	9070	0.00000011	13476	0.000000109
3563	0.000000116	9071	0.000000109	13561	0.00000011
3564	0.000000116	9073	0.00000011	13667	0.000000105
3566	0.000000113	9075	0.00000011	13668	0.000000114
3567	0.000000116	9076	0.000000133	13684	0.000000109
3568	0.000000113	9077	0.000000113	13711	0.000000111
3569	0.000000116	9078	0.000000113	13729	0.000000114
3572	0.000000116	9079	0.00000011	13846	0.000000114
3581	0.000000116	9080	0.000000104	13876	0.000000111
3582	0.000000116	9081	0.000000113	13940	0.000000111
3583	0.000000116	9082	0.000000114	14313	0.000000114
3595	0.000000116	9083	0.000000111	14317	0.000000114
3600	0.000000116	9088	0.000000107	14321	0.000000111
3614	0.000000116	9089	0.000000107	14322	0.000000105
3618	0.000000116	9092	0.000000104	14336	0.000000109
3642	0.000000116	9094	0.000000104	14445	0.000000111
3643	0.000000116	9095	0.00000011	14627	0.000000114
3644	0.000000116	9101	0.000000098	14670	0.000000114
3741	0.000000116	9106	0.000000133	14713	0.000000114
3742	0.000000116	9107	0.00000011	14714	0.000000105
5000	0.000000136	9109	0.00000011	14807	0.000000111

5036	0.000000136	9112	0.00000011	15037	0.000000114
5296	0.000000126	9115	0.00000011	15042	0.000000111
5310	0.000000136	9116	0.00000011	15050	0.000000111
5311	0.000000136	9117	0.00000011	15052	0.000000111
5324	0.000000136	9123	0.000000113	15067	0.000000114
5325	0.000000136	9124	0.000000114	15145	0.000000133
5333	0.00000013	9195	0.000000113	15148	0.000000114
5347	0.000000136	9196	0.000000113	15170	0.000000111
5352	0.000000136	9197	0.000000113	15171	0.000000133
5356	0.000000137	9211	0.000000113	15172	0.000000133
5360	0.000000136	9223	0.00000011	15173	0.000000135
5365	0.000000136	9225	0.000000113	15203	0.000000114
5366	0.000000136	9231	0.000000107	15266	0.00000011
5909	0.000000135	9232	0.000000113	15456	0.000000109
5910	0.000000138	9233	0.000000113	15521	0.000000111
5911	0.000000145	9238	0.000000113	15627	0.000000133
5912	0.000000135	9245	0.000000113	15628	0.000000111
5913	0.000000135	9246	0.000000113	15666	0.000000109
5914	0.000000135	9265	0.000000113	15667	0.00000011
5915	0.000000135	9266	0.000000113	15678	0.000000113
5917	0.00000014	9634	0.000000134	15691	0.000000136
5918	0.000000124	9798	0.000000113	15703	0.000000116
5919	0.000000135	10204	0.000000113	15723	0.000000135
5921	0.000000135	10274	0.00000011	15761	0.000000113
5922	0.000000135	10275	0.00000011	15771	0.000000109
5923	0.000000135	10333	0.000000116	15836	0.00000011
5925	0.000000135	10399	0.000000107	16084	0.000000109
5926	0.000000135	10400	0.000000107	16401	0.000000111
5947	0.000000135	10401	0.000000107	16515	0.000000115
5951	0.000000135	10541	0.000000113	16590	0.000000114
6007	0.000000109	10544	0.000000116	16728	0.000000105
6027	0.000000117	10557	0.000000113	16742	0.000000116
6034	0.000000117	10558	0.000000116	16753	0.000000109
6041	0.000000115	10562	0.000000113	16816	0.000000114
6045	0.000000115	10563	0.000000107	16821	0.000000111
6141	0.000000135	10564	0.000000116	16824	0.000000111
6142	0.000000135	10601	0.000000107	16829	0.000000114
6395	0.00000011	11289	0.000000136	16830	0.000000114

49. 3. There shall be no additional transfer of property taxes as a result of Reorganization No. 2021-03.

50. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that which is proper, shall be refunded to the appropriate agency.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Artesia Cemetery District

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Downey Cemetery District

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Little Lake Cemetery District

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

The foregoing resolution was on the _____day of _____, 202_, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

EDWARD YEN, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

_____
Mayor
City of Bellflower, California

ATTEST:

_____
City Clerk
City of Bellflower

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Vehicle Parking District No. 1

_____
Mayor
City of Bellflower, California

ATTEST:

_____
City Clerk
City of Bellflower

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

_____
Mayor
City of Bell Gardens, California

ATTEST:

_____
City Clerk
City of Cerritos

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

_____
Mayor
City of Cerritos, California

ATTEST:

_____
City Clerk
City of Cerritos

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Los Cerritos Coyotes Lighting and Landscaping District

_____
Mayor
City of Cerritos, California

ATTEST:

_____
City Clerk
City of Cerritos

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

_____
Mayor
City of Downey, California

ATTEST:

_____
City Clerk
City of Downey

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Downey Lighting District Zone I

_____
Mayor
City of Downey, California

ATTEST:

_____
City Clerk
City of Downey

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Downey Lighting District Zone II

_____
Mayor
City of Downey, California

ATTEST:

_____
City Clerk
City of Downey

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Downey Lighting District Zone IV

_____
Mayor
City of Downey, California

ATTEST:

_____
City Clerk
City of Downey

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Downey Lighting District Zone V

_____
Mayor
City of Downey, California

ATTEST:

_____
City Clerk
City of Downey

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

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Mayor
City of Lakewood, California

ATTEST:

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City Clerk
City of Lakewood

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

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Mayor
City of La Mirada, California

ATTEST:

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City Clerk
City of La Mirada

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

City of La Mirada As Successor of Interest To The La Mirada-Southeast Recreation and Park District

_____
Mayor
City of La Mirada, California

ATTEST:

_____
City Clerk
City of La Mirada

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

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Mayor
City of Norwalk, California

ATTEST:

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City Clerk
City of Norwalk

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

City of Norwalk As Successor of Interest To The Norwalk-Southeast Recreation and Park District

_____
Mayor
City of Norwalk, California

ATTEST:

_____
City Clerk
City of Norwalk

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

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Mayor
City of Paramount, California

ATTEST:

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City Clerk
City of Paramount

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

_____
Mayor
City of Santa Fe Springs, California

ATTEST:

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City Clerk
City of Santa Fe Springs

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

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Mayor
City of South Gate, California

ATTEST:

_____
City Clerk
City of South Gate

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Greater Los Angeles County Vector Control District

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

County Sanitation District No. 1
of Los Angeles County

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

County Sanitation District No. 2
of Los Angeles County

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

County Sanitation District No. 3
of Los Angeles County

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

County Sanitation District No. 18
of Los Angeles County

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

County Sanitation District No. 19
of Los Angeles County

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

La Habra Heights County Water District

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____, 202_ by the following vote:

AYES: ABSENT:

NOES: ABSTAIN:

Water Replenishment District
of Southern California

_____
Signature

_____
Print Name and Title

ATTEST:

_____
Secretary

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(Signed in Counterpart)

Attachment B
Annexation Maps (Artesia, Downey, Little Lake Districts)

Proposed Artesia CD Annexation

Legend

- Artesia Cemetery District Jurisdictional Boundary and Sphere of Influence (Coterminous)
- Proposed Annexation to Artesia Cemetery District

1 in = 0.6 miles

0 ¼ ½ 1 Miles

Parcel Acreage

#1 1152.2 acres
#2 4933.9 acres
#3 2123.9 acres

LAFCO
Local Agency Formation Commission for the County of Los Angeles

Revised: July 1, 2021

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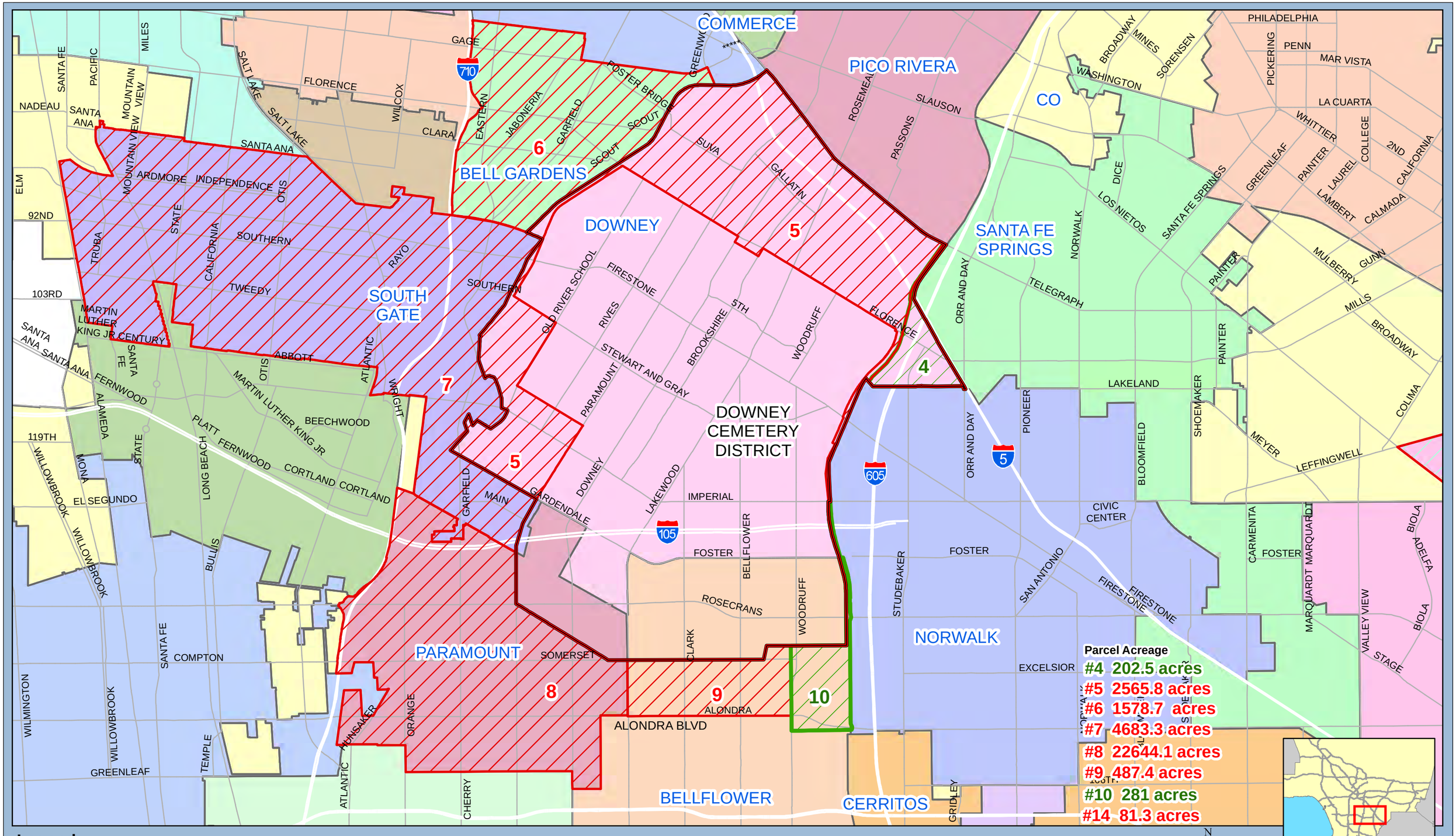


Legend

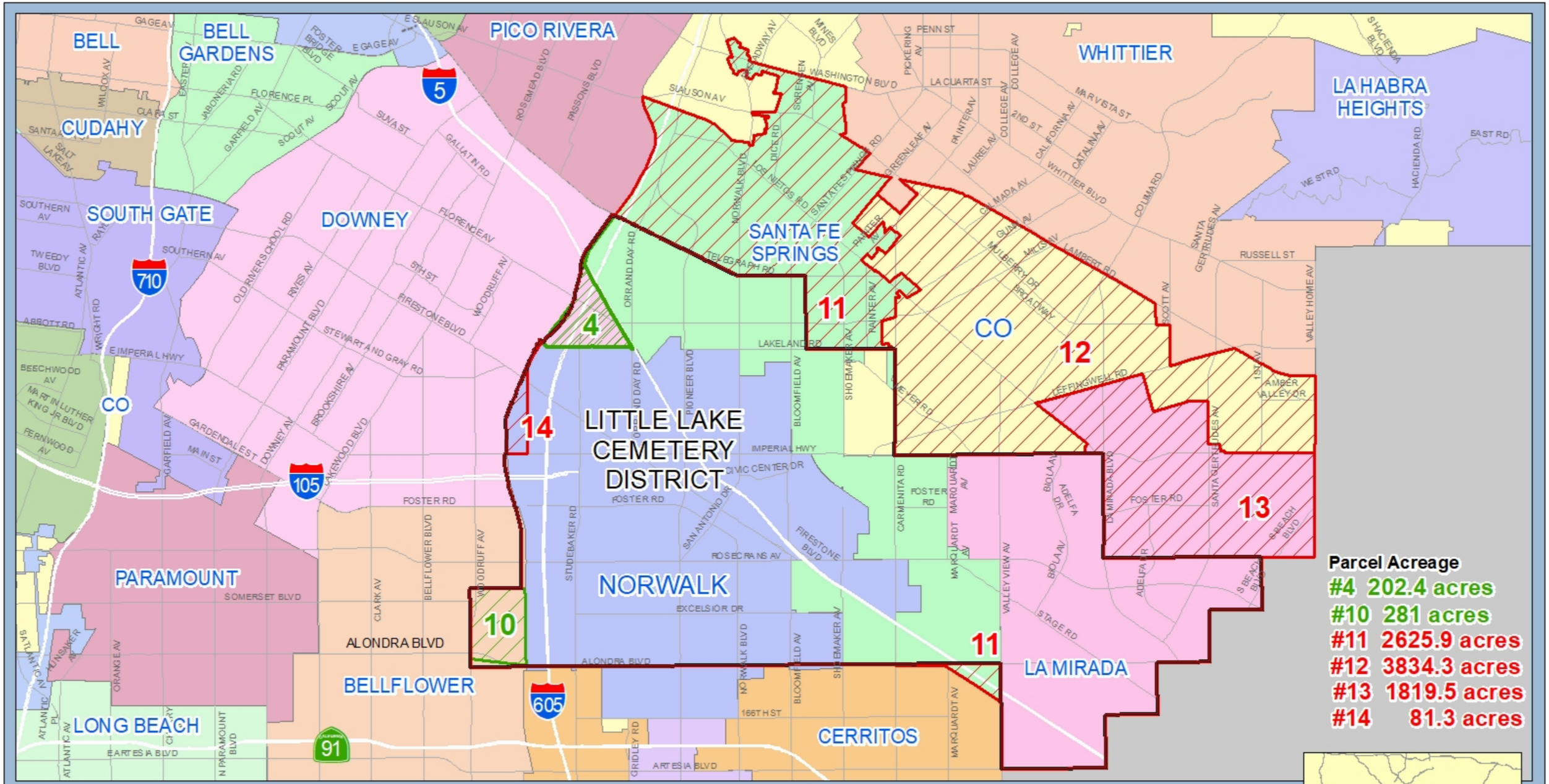
- DOWNEY CEMETERY DISTRICT SOI
- Proposed Annexation to Downey Cemetery District
- Proposed Reorganizations (Annexation to Downey Cemetery District and Detachment from Little Lake Cemetery District)

Proposed Downey Annexations & Reorganizations

1 in = 0.8 miles

0 0.375 0.75 1.5 Miles

Revised: June 15, 2023 C:\GIS\Ancient Maps\Alisha\CD_Downey_2020_05_05_2022



Proposed Little Lake CD Annexations & Reorganizations

Legend

- Little Lake Cemetery District Sphere of Influence
- Proposed Annexations to Little Lake Cemetery District
- Proposed Reorganizations (Detachment from Little Lake Cemetery District and Annexation to Downey Cemetery District)

1 in = 0.9 miles

0 ½ 1 2 Miles

LAFCO

Revised: May 05, 2022

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ITEM # 24

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **ORDINANCE NO. 1147 – AMENDING CHAPTER 119 (RESERVED) OF TITLE 11 (BUSINESS REGULATIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO ESTABLISH PROCEDURES RELATED TO SPECIAL EVENT PERMITS AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

2) Waive further reading and introduce Ordinance No. 1147 by title, amending Chapter 119 (Reserved) of Title 11 (Business Regulations) of the Santa Fe Springs Municipal Code; and

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

FISCAL IMPACT

The addition of procedures for Special Event Permit applications to the Santa Fe Springs Municipal Code will not have a fiscal impact. However, there will be various fees collected as part of the application process and for staff attendance at any required event.

BACKGROUND

Currently, the Santa Fe Springs Municipal Code is silent on the procedures for processing Special Event Permits. Staff recommends the proposed Ordinance (Attachment A, Exhibit A) to define and identify those procedure:

- Amend Chapter 119 (Reserved) to Chapter 119 (Special Event Permits)
- Add Chapter 119 Sections 119.01 through 119.14 establishing procedures relating to the approval or denial of applications, applicability, standards, conditions, and revocation of Special Event Permits.

ANALYSIS

The proposed Ordinance will create local standards for the processing of Special Event Permits. This Ordinance aims to streamline the process of obtaining a Special Event Permit for both applicants and City staff.

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. 1147 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. 1147
    a. Exhibit A – Amendments to Chapter 119 (Reserved) of Title 11 (Business Regulations) of the Santa Fe Springs Municipal Code

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 119 (RESERVED) OF TITLE 11 (BUSINESS REGULATIONS) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO ESTABLISH PROCEDURES RELATED TO SPECIAL EVENT PERMITS

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

SECTION 1. Findings:

1. Exhibit "A" attached to this Ordinance is incorporated by reference and made a part of this Ordinance.

2. This Ordinance will create local standards for the processing of Special Event Permits. This Ordinance aims to streamline the process of obtaining a Special Event Permit for both applicants and City staff.

SECTION 2. Amendments:

Chapter 119 (Reserved) of Title 11 (Business Regulations) 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 119, 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 22nd 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 119 (Reserved) of Title 11 (Business Regulations) of the Santa Fe Springs Municipal Code

Exhibit A – Amendments to Chapter 119 (Reserved) of Title 11 (Business Regulations) 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 119 (Reserved), is hereby amended in its entirety and replaced with the following:

Chapter 119 ~~(Reserved)~~ (Special Event Permits)

§ 119.01 PURPOSE.

This Chapter establishes regulations for special events to protect the public health, safety, and welfare of the surrounding community. Special events are uses, activities, or events that are temporary and that may not otherwise be allowed in the applicable zone or on City property, but may be permitted because of their limited or temporary nature, provided that such special events are evaluated for compatibility with surrounding land uses and any adverse effects or incompatibilities are avoided or adequately mitigated. It is also the intent of this Chapter to protect the rights of its citizens to engage in protected free speech expression activities. Consequently, it is not the intent of this Chapter to regulate conduct, the sole or principal object of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinion, views or ideas which are protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

§ 119.02 EXEMPTIONS.

(A) The provisions of this Chapter shall not apply to the following exempt uses:
(1) Activities or events held or conducted by or on behalf of the City, a local school district, or other governmental agency acting within the scope of its authority on property owned or leased by such entity or its sponsor.
(2) Entertainment and assembly events as part of an allowed and permitted permanent use (e.g. party at a banquet hall, sporting event at a stadium).
(3) Conduct, the sole or principal object of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinion, views or ideas which are protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

(B) The Director of Community Development, or designee, may exempt other special events that are determined to be similar in nature and intensity as those listed in Section 119.02 (A), in accordance with the provisions of this Chapter.

§ 119.03 AUTHORITY.

The Director of Community Development, or designee, shall have the authority, subject to the procedures set forth in this Chapter, to grant a Special Event Permit whenever it is found that the granting of said permit is consistent with the requirements, intent, and purpose of this Chapter.

§ 119.04 APPLICABILITY.

(A) A Special Event Permit is required prior to the construction or operation of any facility or use associated with but not limited to the following activities:

(1) Carnivals, fairs, festivals, circuses, concerts or similar amusement and entertainment uses.

(2) Car shows, car washes.

(3) Walks, runs, athletic events, bicycle and vehicle races within City right of way or on City property.

(4) Outdoor swap meets, open air markets, boutiques, of a temporary nature.

(5) Events in the public right-of-way or on City property.

(6) Outdoor displays and promotional sales.

(7) Limited-term pop-ups.

(B) The Director of Community Development, or designee, may approve other special events that are determined to be similar in nature and intensity as those listed in Section 119.04 (A), in accordance with the provisions of this Chapter.

§ 119.05 APPLICATION FILING, FEES, AND PROCESSING

(A) Special Event Permit Application. A completed Special Event Permit Application, including but not limited to completion of the checklist and questionnaire, shall be submitted to the Community Development Department no less than sixty (60) days prior to start of the event.

(B) Filing Fee. A non-refundable filing fee in an amount set by the City Council shall be required with each application submitted. Fees required under this Section shall be in addition to any other license, permit or fee required under this Section or any other Chapter of this Code.

(C) Application Processing

(1) Upon receipt of a Special Event Permit Application, the Director of Community Development, or designee, shall review the application and inform the applicant as to the completeness of the submittal, of additional materials required, if any, and project issues of concern within fifteen (15) days of submittal. The Director of Community Development, or designee, shall also inform the applicant of the procedures for compliance with this Chapter and Section.

(2) Once the Special Event Permit Application is deemed complete, the Director of Community Development, or designee, shall conduct a final review of all materials provided by the applicant.

(D) Review. In review and consideration of the proposed special event, the Director of Community Development, or designee, shall consider, among other criteria, the following:

(1) Requirement of adequate temporary parking facilities including vehicular access and egress.
(2) Regulation of temporary buildings, structures, and facilities.
(3) Requirement of an insurance certificate.
(4) Regulation of nuisance factors such as but not limited to prevention of glare or direct illumination of adjacent properties, noise, vibrations, smoke, dust, dirt, odors, gasses, garbage, and heat.
(5) Regulation of operating hours and days including limitation of the duration of such special event to a shorter or longer time period than the maximum period requested.
(6) Requirement that the approval of the requested special event shall comply with all other applicable federal, state and local laws and will be conducted without any adverse impact on public health, safety, or welfare.
(7) Such other conditions that will make possible the operation of the proposed special event in an orderly and efficient manner and in accord with the intent and purpose of this Chapter.

§ 119.06 CITY CLEANING SERVICES DEPOSITS AND DAMAGE REIMBURSEMENT FOR CERTAIN SPECIAL EVENTS.

(A) City Services Deposit. The applicant or operator of the special event involving the sale of food or beverages, erection of structures, participation of horses or other large animals, use of water aid stations, installation of portable sanitation facilities, or other events for which the need for cleanup by City staff is likely, shall be required to provide a City services deposit prior to the issuance of a Special Event Permit.
(B) Refund. The City services deposit shall be refunded after the special event when, in the opinion of the Director of Community Development, or designee, the area used for the permitted special event has been fully cleaned and restored to the same condition as existed prior to the special event. If the actual cost for cleanup is less than the estimated cost, the applicant will be refunded the difference. If the cost of cleanup is more than the service deposit, the applicant will be billed for the balance.
(C) Reimbursement. If City property is damaged or destroyed by reason of the applicant or operator's use, special event or activity, the applicant or operator shall reimburse the City for the actual cost of replacement or repair of the damaged or destroyed property. All such costs shall be included into an invoice, unless an accurate cost for replacement or repair of one or more items of City property cannot then be ascertained, in which case, the City may bill the applicant or operator when such information becomes available.
(D) Appeals.
(1) If the applicant or operator disputes the cleanup charge, he or she may appeal to the Director of Community Development within five (5) business days after receipt of the cleanup bill.
(2) Subsequent appeals to comply with Section 119.11 (Appeal and Effective Date).

§ 119.07 PERFORMANCE STANDARDS AND CONDITIONS.

(A) When making a decision on the application, the Director of Community Development, or designee, may apply performance standards to ensure compliance with this Chapter and all other applicable federal, state, or local codes, laws, rules, regulations, and statutes, including, but not limited to:

(1) Adequate parking facilities shall be provided for the proposed event to prevent excessive traffic or queuing on public streets. All parking areas shall be maintained open and accessible during the hours of the event.

(2) Event grounds shall be maintained free of any trash debris, garbage, and junk and salvage. An adequate number of trash containers shall be provided for the proposed event.

(3) The subject property shall be restored to its original condition, and any temporary structures shall be removed within 24 hours of the completion of the event.

(4) Unless authorized by the Special Event Permit, no activities shall be conducted on the street or adjacent lots.

(5) Any amplifying speakers for a public announcement system shall be directed away from residential areas.

(B) In reviewing the application, the Director of Community Development, or designee, shall impose such conditions deemed necessary to ensure implementation and compliance with this Section to protect the safety of persons and property, and to provide for adequate control of traffic. Such conditions may include, but need not be limited to the following:

(1) Alteration of the date, time, route or location of the event proposed on the event application.

(2) Conditions concerning the area of assembly and disbanding of events.

(3) Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street.

(4) Requirements for use of traffic cones or barricades.

(5) Requirements for provision of first aid, sanitary or emergency facilities.

(6) Requirements for use of event monitors and some method for providing notice of permit conditions to event participants.

(7) Restrictions on the number and type of vehicles, animals, or structures at the event and inspection and approval of structures for fire safety by the Santa Fe Springs Fire Department.

(8) Compliance with animal protection ordinances and laws.

(9) Requirements for use of garbage containers, cleanup and restoration of City property.

(10) Restrictions on use of amplified sound.

(11) An application for a Special Event Permit to conduct a block party may be conditioned on notice and approval by 50 percent of the owners or tenants of dwellings or businesses along the affected street(s).

(12) Compliance with any relevant ordinance or law in obtaining any legally required permit or license.

(13) Requirements for special security assignments.

§ 119.08 NOTICE OF DECISION.

(A) The Director of Community Development, or designee, will provide a written decision of a denial or issuance of a Special Event Permit, including the conditions of approval and required findings, to the applicant by mail and/or e-mail.

(B) The applicant shall sign an affidavit to acknowledge that the applicant is aware of and agrees to all of the requirements and conditions under which the approval of the Special Event Permit is given, and that if any of said requirements or conditions are violated, the approval shall become null and void.

(C) The approval by the Director of Community Development or designee, is considered final unless it is appealed within five (5) business days from the date of approval.

(D) Prior to the issuance of a Special Event Permit, the permit applicant or the authorized officer of the sponsoring organization must sign an agreement to reimburse the City of Santa Fe Springs for any costs incurred by it in repairing damage to City property occurring in connection with the permitted event and proximately caused by the actions of the permittee or sponsoring organization, its officers, employees, or agents or any person who was under the permittee's or sponsoring organization's control insofar as permitted by law. The agreement shall also provide that the permittee or sponsoring organization shall defend the City against, and indemnify and hold the City harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted event proximately caused by the actions of the permittee or sponsoring organization, its officers, employees or agents, or any person who is under the permittee's or sponsoring organization's control insofar as permitted by law.

§ 119.09 GROUNDS FOR DENIAL – IMPOSITION OF CONDITIONS.

(A) Considerations. The Director of Community Development, or designee, shall deny an application for a Special Event Permit only if he/she determines from a consideration of the application and other pertinent information that one or more of the following exists:

(1) The information contained in the application, or supplemental information requested from the applicant, is found to be materially false or misleading.

(2) The applicant fails to complete the application form after having been notified of the additional information or documents requested.

(3) The Director of Community Development has earlier received an application to hold another event at the same time and place requested by the applicant, or so close in time and place as to cause undue traffic congestion, or police are unable to meet the needs for police services for both events.

(4) The time, route or size of the event is reasonably likely to substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or disrupt the use of a street at a time when it is usually subject to great traffic congestion.

(5) The concentration of persons, animals and vehicles at the site of the event, or the assembly and disbanding areas around an event, is reasonably likely to prevent proper police, fire or ambulance services to areas contiguous to the event.

(6) The event is likely large enough that it may require a significant number of police officers to ensure participants remain within the designated boundaries or route, or to protect them, which could impact the regular police coverage for the rest of the city. The location of the event is reasonably likely to substantially interfere with any construction or maintenance work scheduled to take place upon or along the City streets, or a previously granted encroachment permit.

(7) The event is reasonably likely to occur at a time when a school is in session, at a route or location adjacent to the school, and the noise created by the activities of the event would substantially disrupt the educational activities of the school.

(8) The event will violate public health or safety law or fail to conform with the requirements of law or duly established City Council policy.

(9) The applicant demonstrates an inability or unwillingness to conduct an event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized or exempt event in accordance with law or the terms of a permit, or both.

(B) Conditional approvals. When the grounds for denial of an application for a Special Event Permit specified in subsections (A)(3) through (A)(10) of this Section can be corrected by altering the date, time, duration, route or location of the event, the Director of Community Development, or designee, instead of denying the application, shall conditionally approve the application pursuant to Section 119.008. The conditions imposed shall provide for only such modification of the applicant's proposed event as are necessary to achieve compliance with subsections (A)(3) through (A)(10) of this Section.

§ 119.10 INSURANCE.

(A) Liability insurance.

(1) The applicant or sponsor of an event must possess or obtain public liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the event. Such insurance shall name on the policy or by endorsement as additional insureds the City of Santa Fe Springs, its officers, employees and agents. Insurance coverage must be maintained for the duration of the event. Coverage shall include, but is not limited to, a comprehensive general liability insurance policy issued by an insurance carrier approved by the City with minimum limits of $1,000,000.00 combined single limit bodily injury and property damage for each occurrence.

(2) If food or nonalcoholic beverages are sold or served at the event, the policy must also include an endorsement for products liability in an amount not less than $1,000,000.00. If alcoholic beverages are sold or served at the event,

the policy must also include an endorsement for liquor liability in an amount not less than $1,000,000.00.

(3) If the event involves the use of licensed motorized vehicles, the policy must also include an endorsement for automobile liability in an amount not less than $1,000,000.00.

(B) Certificates of insurance. A copy of the policy or a certificate of insurance along with all necessary endorsements must be filed with the Director of Community Development no less than ten (10) business days before the date of the event unless the Director for good cause waives the filing deadline. The Special Event Permit shall not be issued by the Director until after the insurance policy or certificate of insurance along with the necessary endorsements have been filed by the applicant or sponsor and approved by the City.

§ 119.11 APPEAL AND EFFECTIVE DATE.

(A) An appeal of the decision made by the Director of Community Development, or designee, shall be made in writing and filed with the City Clerk.

(B) Said appeal must be received within five (5) business days from the date of decision.

(C) The filing of an appeal within the prescribed time period shall have the effect of staying the effective date of the Director of Community Development or designee's decision until such time as the City Council has acted on the appeal.

(D) Each appeal shall be considered de novo (new) and the City Council may reverse, modify, or affirm the decision in regard to the entire project in whole or in part. In taking its action on the appeal, the City Council shall state the basis for its action. The City Council may 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 Director of Community Development for further action.

(E) The decision of the City Council shall be final.

§ 119.12 SPECIAL SECURITY ASSIGNMENTS AND SUBMISSION OF SECURITY PLAN.

The applicant or sponsor of an event shall submit a plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participants in the special event. The plan shall be submitted concurrently with the permit application to the Department of Police Services who may require the alteration of the plan to provide greater security measures including but not limited to the hiring of private security personnel and/or police officers at the applicant's expense as a condition of permit issuance.

§ 119.13 DEPARTMENTS OF FIRE-RESCUE AND/OR POLICE SERVICES REVIEW.

An official from the Departments of Fire-Rescue and/or Police Services may, after review of the scope of the event, determine that additional resources are required to ensure public safety. The official of each respective department will determine risks to participants, community impacts, and emergency support required to determine

additional resources required as indicated by the Departments of Fire-Rescue and Police Services. Applicant will bear all related costs of expenses for such additional resources.

§ 119.14 SUSPENSION OR REVOCATION OF PERMIT.

(A) Any permit issued under this Chapter may be suspended or revoked by the City Manager, or designee, for any of the following reasons:

(1) Public nuisance or disturbs the peace, health, safety or welfare.

(2) The special event is conducted contrary to the permit conditions, any state or City laws or rules and regulations adopted by the City Council, City Manager or Director of Community Development.

(3) The Applicant has willfully made false or misleading statements in the application or other documents

(B) Any violations of the provisions of this Chapter, including any violations of terms and conditions of a permit approved and issued in a manner provided by this Chapter shall be unlawful and punishable as a misdemeanor or through the City's administrative citation process.

ITEM # 25

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. 1143, TO AMEND 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**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Ordinance No. 1143:

   AN ORDINANCE OF THE CITY COUNCIL 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.

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

FISCAL IMPACT

N/A

BACKGROUND

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.

ENVIRONMENTAL

At its August 6, 2024, City Council meeting, the City Council determined that the adoption of Ordinance No. 1143 was exempt from CEQA.

SUMMARY/NEXT STEPS

Ordinance No. 1143 will be effective 30 days after its adoption.

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.

ITEM STATUS:	
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.

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 22nd 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.

(~~A~~**B**) 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.

(~~B~~**C**) 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.

ITEM # 26

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. 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**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt 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.

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

FISCAL IMPACT:

N/A

BACKGROUND:

The proposed ordinance (Attachment A) completely replaces the City's 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 Code.
- Expansions of a nonconforming situation that increases its nonconformity with the applicable standards of the Zoning Code 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.

ENVIRONMENTAL:

At its August 6, 2024, City Council meeting, the City Council determined that the adoption of Ordinance No. 1145 was exempt from CEQA.

SUMMARY/NEXT STEPS

Ordinance No. 1145 will be effective 30 days after its adoption.

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

ITEM STATUS:	
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.

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. This ordinance shall become effective thirty (30) days from and after its passage.

PASSED and ADOPTED this 22nd 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~~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 155.397~~8~~.

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 155.397~~8~~.

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.

ITEM # 27

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: **BUDGET REVISION – HOUSING ELEMENT OVERAGES**

DATE: August 22, 2024

RECOMMENDATION:

It is recommended that the City Council:

1) Approve a revision to the original Targeted Zoning Code Amendments budget to cover time and material needed to address the California Housing and Community Development (HCD) comments on the City's 2021-2029 Housing Element; and

2) Additional appropriation in the amount of $18,000 to cover the overages for the additional work needed to address HCD comments; and

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

FISCAL IMPACT

Staff seeks approval for an additional appropriation of $18,000 to Account No. 10103199-542050 from the General Fund to cover the remaining work required to address California Housing and Community Development (HCD)'s comments on the City's 2021-2029 Housing Element.

With this adjustment, the total project cost for the Targeted Zoning Code Amendments project, including Housing Element revisions, is estimated to be $165,800.

BACKGROUND

On February 8, 2022, the City Council adopted the 2040 General Plan, the City's first comprehensive general plan update in over 25 years. The 2040 General Plan introduced new land use designations such as mixed-use and high-density residential. Following the General Plan update, the General Plan team completed a Targeted Zoning Code

Amendment to ensure consistency between the newly updated General Plan and the Zoning Code, which was adopted on August 15, 2023.

Key components of the Targeted Zoning Code Amendment included:

- Establishment of standards for the three new Mixed-Use Zone Districts (MU, MU-TOD, and MU-DT);
- Establishment of standards for the new Multiple-Family/High Density Residential Zone District (R-4);
- Modification of existing standards for the Multiple-Family/Medium Density Residential Zone District (R-3), allowing for a maximum of 25 dwelling units per acre;
- Incorporation of Objective Development Standards into the newly established zones;
- Assessment and revision of multiple-family parking standards and policies to accurately reflect the parking needs of different types of affordable housing, transit-oriented projects, and downtown developments;
- Ensuring compliance with AB 2162 (Supportive Housing Streamlining Act) and AB 101 (Low-Barrier Navigation Centers); and
- Updating the Zoning Map to ensure consistency with the General Plan land use map.

Many of the Targeted Zoning Code Amendments were necessary to satisfy the requirements of the City's 2021-2029 Housing Element. However, the budget shortfall is primarily due to several subsequent reviews by HCD that were not anticipated in the original budget.

While staff is pleased to report that conditional approval from HCD was recently received, this approval came after five rounds of revisions. The estimated overages are directly attributed to the extensive revisions required to secure this conditional approval.

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The revisions to the Housing Element is component of a broader project aimed at amending the City's Zoning Code to ensure consistency with the 2040 General Plan.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, the Community Development Department will work in coordination with the Finance Department to appropriate additional funds into the Administration & Current Planning budget. These funds will cover remaining invoices for time and material associated with addressing the California Housing and Community Development (HCD) comments on the City's 2021-2029 Housing Element.

ATTACHMENTS:

A. Attachment A – Budget for Target Zoning Code Amendment project
B. Attachment B - Cost Memo from MIG

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Attachment A

Budget for Target Zoning Code Amendment project

Budget

Revised: April 27, 2022

	Laura Stetson		Jose Rodriguez		Zoning Specialist		Associate		Direct Costs	Total
	Hrs	$ 230	Hrs	$ 150	Hrs	$ 190	Hrs	$ 100		
TASK 1: PROJECT COORDINATION AND MANAGEMENT										
Task 1.1: Project Management, Project Team Meetings, and Phone Calls	24	$ 5,520	60	$ 9,000	8	$ 1,520		$ -	$ 100	**$ 16,140**
TASK 2: COMMUNITY ENGAGEMENT										
Task 2.1: Communications, Collaterals, Website,and Social Media	4	$ 920	10	$ 1,500		$ -	32	$ 3,200	$ -	**$ 5,620**
Task 2.2: Developer and Property Owner Digital Workshops (Allowance)	12	$ 2,760	30	$ 4,500		$ -	32	$ 3,200	$ -	**$ 10,460**
Task 2.3: Planning Commission and City Council Study Sessions (Allowance)	20	$ 4,600	50	$ 7,500		$ -	100	$ 10,000	$ 100	**$ 22,200**
TASK 3: ADMINISTRATIVE DRAFT CODE AMENDMENTS AND ZONING MAP										
Task 3.1: Administrative Draft Code Amendments (Two Rounds of Review)	40	$ 9,200	80	$ 12,000	100	$ 19,000	40	$ 4,000	$ 500	**$ 44,700**
Task 3.2: Public Review Draft Code Amendments	20	$ 4,600	36	$ 5,400	40	$ 7,600	20	$ 2,000	$ -	**$ 19,600**
Task 3.3: Draft Zoning Map	0	$ -	8	$ 1,200		$ -	32	$ 3,200	$ -	**$ 4,400**
TASK 4: CEQA DOCUMENTATION	2	$ 460	4	$ 600		$ -	40	$ 4,000	$ -	**$ 5,060**
TASK 5: PUBLIC HEARINGS										
Task 5.1: Planning Commission Public Hearing (1)	4	$ 920	8	$ 1,200		$ -	16	$ 1,600	$ 50	**$ 3,770**
Task 5.2: City Council Public Hearing (1)	4	$ 920	8	$ 1,200		$ -	8	$ 800	$ 50	**$ 2,970**
TASK 6: HOUSING ELEMENT HCD REVISIONS (Allowance - 2 Rounds HCD Comments)	8	$ 1,840	36	$ 5,400		$ -	56	$ 5,600	$ -	**$ 12,840**
Totals	138	$ 31,740	330	$ 49,500	148	$ 28,120	376	$ 37,600	800	
									TOTAL	**$ 147,760**

Attachment B
Cost Memo from MIG

MIG

memo pasadena

to **Cuong Nguyen, Director of Community Development, City of Santa Fe Springs**
from **Jose M. Rodriguez, MIG**
re **Second Budget Revisions Request to Address HCD Comments**
date **July 11, 2024**

Due to extensive comments and revisions required by the California Housing and Community Development (HCD), the ongoing work on the Housing Element and Zoning Code revisions has exceeded the initially allocated budget. The last budget revision request was submitted in April 2023. Throughout 2023 and 2024, MIG and the City of Santa Fe Springs have engaged in numerous meetings with HCD, submitting multiple versions of the Housing Element and response matrices. Despite significant efforts, the Zoning revisions still do not fully align with the Housing Element Implementation Program as per HCD's feedback.

We are currently $19,425 over budget but have remaining funds of $6,987 from other tasks, leaving us with a net shortfall of $12,438. To address this, we propose the following:

- Apply the remaining $6,987 from other tasks to the current overages during the next invoice.
- Request an additional $12,438 to cover the remaining shortfall, to be applied to the next invoice.
- Allocate an additional $5,000 to address any further responses and consultation with HCD and finalize Zoning, Housing Element and/or General Plan files. This additional task should be set on a time-and-materials basis, not to exceed the allocated amount, with the understanding that the City will coordinate any public hearings on future Zoning Code revisions.

In summary, we are requesting an additional $17,348 to cover the overages and any additional work needed to address HCD comments effectively.

Thank you for your consideration.

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | SCIENCE | TECHNOLOGY
537 South Raymond Avenue • Pasadena, CA 91105 • USA • 626-744-9872 • FAX 626-744-9873 • www.migcom.com
Offices in: California • Colorado • Oregon • Texas • Washington

ITEM # 28

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: **ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – AWARD OF CONTRACT TO ECORP, ECOTIERRA, EPD SOLUTIONS, SAGECREST PLANNING+ENVIRONMENTAL, T&B PLANNING, AND UES**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the Professional Services Agreements with ECORP, EcoTierra, EPD Solutions, Sagecrest Planning+Environmental, T&B Planning, and UES for On-Call Professional Environmental Consulting Services; and

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

FISCAL IMPACT

There is no fiscal impact associated with executing Professional Services Agreements ("PSA") for on-call environmental consulting services. Specific environmental services would be dependent on each project, and the cost would be borne by the project applicant as a pass-through cost. For City-initiated projects, the affected City department would be able to use the panel subject to the purchasing procedures.

BACKGROUND

On March 5, 2024, the City Council authorized the Director of Community Development to advertise a Request for Qualifications (RFQ) for on-call environmental consulting services. The City released the RFQ on March 12, 2024, with a scope that included preparing initial studies and environmental assessments in conformance with the California Environmental Quality Act (CEQA). In addition to preparing CEQA documents,

the firm may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies. The deadline to submit proposals was April 16, 2024. Seven companies submitted proposals.

The proposals were evaluated on the following criteria:

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

Based on staff's evaluation of the proposals, six consultants are recommended to provide on-call environmental services for the City: ECORP, EcoTierra, EPD Solutions, Sagecrest Planning+Environmental, T&B Planning, and UES.

LEGAL REVIEW

The City Attorney's office has prepared the Professional Services Agreements (PSA).

ANALYSIS

The pre-qualification of environmental consultants for environmental consulting services would assist staff in completing environmental review and documentation in a timely and efficient manner.

ENVIRONMENTAL

N/A

DISCUSSION:

The City recommends entering into a contract with six firms for a three-year term, with an option to extend the term by an additional two years. Once the PSAs are executed, the consultants will be utilized as needed and will be chosen for a project dependent upon project need and firm expertise. The firms will be called upon to prepare initial studies and environmental assessments, and peer review documents submitted by applicants. In addition to preparation of the CEQA documents themselves, the consultants (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, air quality, biological and cultural resource evaluation, noise, traffic/transportation, and geotechnical and hydrological analysis.

All services will be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. When consultant services are required, staff will submit a request for services to a number of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm(s) will then provide a proposed scope of work, cost estimate and schedule, upon which basis the City will select the firm. If for an applicant, upon receipt of the deposit from the applicant to cover the full cost of the scope of work, a Task Order will be developed for execution.

SUMMARY/NEXT STEPS

Upon City Council approval, the PSA's will be circulated for execution by all parties.

ATTACHMENT(S)

A. Professional Services Agreement for ECORP
B. Professional Services Agreement for EcoTierra
C. Professional Services Agreement for EPD Solutions
D. Professional Services Agreement for Sagecrest Planning+Environmental
E. Professional Services Agreement for T&B Planning
F. Professional Services Agreement for UES

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Attachment A: Professional Services Agreement for ECORP

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
ECORP CONSULTING, INC.

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and ECORP Consulting, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	ECORP Consulting, Inc. 215 North 5th Street Redlands, CA 92374 Attention: Jesus Olmos

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Donald R. Mitchell, V.P./ Chief Contracting
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

CONSULTANT

_____
Anne Surdzial, V.P./Secretary
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

EXHIBIT B

CONSULTANT'S PROPOSAL

Statement of Qualifications for

On-Call Professional Environmental Consulting Services

Due Date: April 16, 2024

Prepared for:

City of Santa Fe Springs
Planning and Development Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Submitted by:

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS
2861 Pullman Street
Santa Ana, CA 92705
(714) 648-0630
www.ecorpconsulting.com

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

A – COVER LETTER

April 16, 2024
(P24-167)

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670

Subject: **Statement of Qualifications for On-Call Professional Environmental Consulting Services for the City of Santa Fe Springs**

Dear Cuong Nguyen:

ECORP Consulting, Inc. (ECORP) is pleased to present our qualifications to the City of Santa Fe Springs (City) for On-Call Professional Environmental Consulting Services.

Our firm has held numerous similar, task order-based contracts with public agencies for many years. ECORP has held more than 60 on-call contracts in the past 10 years and has completed more than 400 associated task orders. These include contracts with the Los Angeles County Department of Public Works, Los Angeles County Department of Parks and Recreation, City of Costa Mesa, City of Walnut, City of Riverside, City of Corona, City of Desert Hot Springs, and the City of Indian Wells.

ECORP's expertise and core disciplines are in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, biological resources, cultural resources, regulatory permitting, permit compliance, habitat restoration, mitigation planning and implementation, agency consultations, cultural resources, water resources, air quality/greenhouse gas analysis, noise analysis, and geographic information systems.

ECORP specializes in helping our clients prepare the necessary documentation to comply with California and federal environmental regulations. Selecting the ECORP Team would provide the City with the following benefits:

- **Outstanding client service**, including a sensitivity to cost and schedule constraints typical of on-call projects
- **Effective management** of the multidisciplinary environmental services on-call contract, as demonstrated by our successful execution of similar contracts for southern California cities and counties
- **A Program Manager**, Freddie Olmos, who serves as a single point-of-contact and is an experienced manager of varying sizes of multidisciplinary environmental documents for southern California cities, counties, and districts, including Los Angeles County Public Works, Los Angeles

County Departement of Parks and Recreations, Los Angeles County Department of Regional Planning, Orange County Public Works, Cities of Irvine, Santa Ana, Costa Mesa, Coachella Valley Water District, and the Golden State Water Company.

ECORP will provide the majority of services listed in the general scope of services in-house. We have included two specialty subcontractors, **Ninyo & Moore**, who will provide expertise for geology and soils, hazards, and hazardous materials and **KOA Corporation** who will provide transportation/traffic analysis. Additionally, as demonstrated in the proposal, ECORP is able to assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

The ECORP Team's understanding of task order-based contracts allows our project approach to incorporate an effective combination of efficiency and flexibility, in-depth technical expertise, and experience with public and private projects to ensure that projects are completed in a cost-effective manner, while still meeting schedule deadlines. You have ECORP's commitment to the City and assurance of our continuing dedication to the successful completion of every task order and the production of legally defensible technical studies and environmental documents. ECORP's fees and hourly rates will be valid for a period of at least one year from April 16, 2024. Our nearest office to Santa Fe Springs is our Santa Ana office, located approximately 20 miles from Santa Fe Springs. The on-call services will be managed from this office., located at 2861 Pullman Street, Santa Ana, CA 92705; (714) 648-0630.

I am an ECORP Vice President and am fully authorized to negotiate and consummate contracts on ECORP's behalf. Please do not hesitate to contact Mr. Olmos at folmos@ecorpconsulting.com or me at asurdzial@ecorpconsulting.com concerning our submittal.

Respectfully submitted,
ECORP CONSULTING, INC.

Anne Surdzial, AICP
Vice President/Director of CEQA/NEPA Services

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B – BACKGROUND AND EXPERIENCE

B.1 Understanding of the City and the Scope of Services

Based on the City's RFQ we understand that a limited number of qualified firms will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested.

ECORP Consulting, Inc. (ECORP) understands that the City of Santa Fe Springs intends to select firms that have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include but are not limited to: Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. We understand that the City expects the selected firm(s) to be familiar with all aspects of CEQA, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

We also understand that the firm (or their subconsultants) may be asked to prepare supporting reports/technical analyses or provide peer review services. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

B.2 Description of Primary Firm (ECORP Consulting, Inc.)

ECORP has prepared the full range of environmental documents relevant to City needs and can prepare or provide third-party peer review services for technical studies in support of the following document types:

- CEQA Compliance
  - EIRs
  - IS/MNDs
  - Categorical and Statutory Exemptions
  - NEPA Compliance
- Environmental Impact Statements (EISs)
  - Environmental Assessments (EAs)
  - Categorical Exclusions
- A variety of joint CEQA/NEPA documents

ECORP's environmental documentation and compliance experience includes the full range of CEQA and NEPA documents and experience with the regulatory requirements of Sections 401, 402, and 404 of the Clean Water Act; Sections 7 and 10 of the Endangered Species Act; California Endangered Species Act; Sections 106 and 110 of the NHPA; Section 1600-1616 of the California Fish and Game Code; and the Porter-Cologne Water Quality Control Act. As stated earlier we have well-established working relationships with regulatory agency staff including USACE, USFWS, CDFW, RWQCB, and the California Coastal Commission. These agencies recognize our permit application documents to be of the highest quality based on our consistent technical excellence and thorough understanding of regulatory processes. Specifically, we are experienced with the regulatory requirements of:

- Federal Clean Water Act (CWA) – Sections 401, 402, and 404
- Federal Endangered Species Act – Sections 7 and 10
- California Endangered Species Act – Section 2081
- California Fish and Game Code – Section 1602
- California Coastal Act and Coastal Zone Management Act

Additionally, ECORP is experienced with compliance requirements of the National Historic Preservation Act, Sections 106 and 110, that frequently are triggered by federal permit processes such as that under CWA Section 404. Our NEPA agency experience also includes documents for the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program and various affordable housing funding, Department Water Resources (DWR) CEQA Plus requirements for Environmental Protection Agency grant funding, Bureau of Land Management projects, and Caltrans Local Assistance projects.

ECORP has a long history of working on various types of projects for city planning, county planning, development services departments, engineering and public works departments, transportation departments, parks and recreation departments, water districts, special districts, and state agencies, including Caltrans. ECORP has a dedicated department of environmental analysts who provide comprehensive management of environmental impact documentation, as required under CEQA and NEPA. The experience of ECORP's managers ranges from simple CEQA Categorical Exemptions and NEPA Categorical Exclusions for minor upgrades to facilities and infrastructure and affordable housing projects to complex CEQA EIRs and NEPA EISs for Specific Plans and everything in-between. During initial project planning, ECORP professionals work closely with agency planners and engineers to identify the environmental constraints for the project and to develop avoidance measures, if feasible. We then determine the appropriate CEQA/NEPA documents, conduct the necessary technical studies and scoping meetings, prepare the CEQA/NEPA documents, and assist the agency in mitigation implementation.

ECORP is highly experienced with as-needed contract arrangements that require our staff to act as an extension of public agency staff, as we would do under this contract with the City of Santa Fe Springs. ECORP's current work and recent experience with public agencies throughout California, and

specifically in southern California and Los Angeles County, provide us with the skills to successfully manage the City as-needed contract. This experience enables us to efficiently and thoroughly evaluate each project to determine the level of effort and expertise required, the appropriate environmental documents or technical reports that will be necessary, and the cost and schedule for completing the project.

ECORP regularly provides review of applicant-prepared technical studies for our agency clients. We understand that our role is to ensure that the City's decisionmakers can rely on the information and conclusions in the technical studies to support the CEQA determination for the project. As a general approach, the technical studies provided by the applicant will be reviewed by senior staff familiar with local resources to determine if the studies are adequately prepared and suitable for incorporation into a CEQA document. In general, the reports will be reviewed to ensure that all elements of the project have been evaluated (including any required offsite improvements), that surveys and other analyses (e.g., air/greenhouse gas emissions, noise, or traffic modeling) have been conducted in accordance with accepted agency or industry protocols, and whether proposed mitigation has nexus to anticipated impacts and will be effective in reducing impacts. The reports/ studies will be reviewed to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses, if applicable, will be noted in the review.

Conclusions, impact significance thresholds, recommendations, and mitigation measures will be reviewed for technical adequacy and to determine if they are in conformance with CEQA guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will be reviewed for adequacy and feasibility. The review of the impacts analysis sections will determine whether all potential impacts to the respective resources have been addressed, including direct and indirect impacts from project construction and implementation, as well as any necessary off-site improvements. Comments on the reports/studies will be submitted electronically, in either letter report format or in a Peer Review Matrix table.

ECORP's Experience in Preparing or Reviewing Environmental Documents

ECORP has held more than 60 on-call contracts in the past 10 years and has completed more than 400 associated task orders. We have proven and successful on-call contract working relationships with a range of Southern California public agencies acting as extension of staff. Table B.1 provides examples of our clients with on-call services contracts.

Table B.1 – Examples of ECORP Clients with As-Needed Services Contracts

- Los Angeles County Public Works
- Los Angeles County Department of Parks and Recreation
- City of Costa Mesa
- Caltrans District 6, 7, 8, 9, and 10
- San Bernardino County Special Districts Department
- City of Rancho Cucamonga

- City of Laguna Beach
- City of Santa Ana
- OC Public Works
- Riverside County Economic Development Department
- Riverside County Flood Control and Water Conservation District
- City of Indian Wells
- City of Moreno Valley
- City of Colton
- City of Indian Wells
- State of California, Real Estate Services Division

ECORP has the capability to conduct environmental review services for a variety of future development project proposals submitted by private developers. The projects would require the preparation of a CEQA documentation, which would be supported by applicant-prepared technical studies, technical studies and analysis prepared by ECORP or its subcontractors, or readily available information (e.g., the General Plan EIR, soil studies). If applicant-prepared technical studies are provided, ECORP or its subcontractors will review these studies to determine if they adequately describe the conditions on the site and can be relied upon for the analysis in the CEQA document.

ECORP's thorough Quality Assurance/Quality Control (QA/QC) program will ensure that all deliverables are free of errors. The QA/QC program includes the review of technical reports, as well as assessments of the accuracy of scopes of work, cost estimates, schedules, invoices, technical surveys, the protocols used to conduct those surveys, and data analyses. The QA/QC program is the same for each of the types of services required by the contract, in that the Program Manager oversees the entire contract, is primary point-of-contact for the City, approves the scope of work, schedule, and cost estimate for each ECORP assignment (task order), ensures the appropriate resources are available and committed to each task order, and performs the final reviews on reports and invoices.

When a task order is received from the City, the Program Manager will assign a Task Manager. The Task Manager will assemble the ECORP team from in-house CEQA and technical experts, depending on the nature of resources required for that task order. The task order will be placed on the Master Schedule by the Program Manager and will be assigned a number in ECORP's accounting software by the Project Accountant.

The Task Manager will be responsible for developing an outline for the appropriate type of report required to fulfill the scope of work and this outline will be reviewed by the Program Manager. The Task Manager will ensure that the appropriate staff has been assigned to write the report and that they are aware of the schedule. The Task Manager will be the first person to review the report for content and accuracy. Following the Task Manager's review, the Program Manager, in the role of internal technical editor and peer reviewer, will review the document for completeness and provide comments back to the Task Manager. After those are incorporated, the report will be submitted to the publications department for formatting.

The Task Manager will be responsible for ensuring that the report moves through publications and editing per the proposed schedule and that the graphics are complete and accurate. Once the report has been assembled as a preliminary draft, then the Program Manager will review the report for accuracy and completeness. After it has been approved by the Program Manager, it will be submitted as a draft to the City. Incorporation of the City's comments will be the responsibility of the Task Manager. Following the incorporation of their comments, the Program Manager will do one final review of the final report prior to its submittal to the City.

The quality control review also includes a review of the project accounting reports that are provided monthly, the invoices, and the cumulative project accounting for the on-call task orders. To ensure that the City has accurate information regarding the accounting for the project, the Program Manager will actively work with ECORP's accounting department to set up Excel spreadsheets that keep track of each of the task orders, the amount authorized, the amount paid, and the amount remaining in the task order and cumulatively in the entire project. Invoices are prepared by our accounting staff and checked for accuracy by the Program Manager. The Program Manager will approve the cumulative accounting table and the task order entries and perform final review of all the invoices for the task orders. If discrepancies are found, the Program Manager will actively work with the accounting department to correct any problems. ECORP's staffing and resources plan for a typical project is provided in Table B.2 below.

Table B.2 – Environmental Documentation Services Estimated Turn-Around Time

Task	Team Member	Estimated Turn-Around Time (weeks)
Kickoff Meeting	ECORP	one time
Technical Studies (note not all studies will be required for every project)		
Air Quality/Greenhouse Gas	ECORP	4 to 6 weeks from NTP
Biological Resources	ECORP	4 to 6 weeks from NTP
Cultural Resources	ECORP	4 to 6 weeks from NTP
Geotechnical Report	Ninyo & Moore	4 to 6 weeks from NTP
Jurisdictional Delineation	ECORP	4 to 6 weeks from NTP
Noise	ECORP	4 to 6 weeks from NTP
Phase I ESA	Ninyo & Moore	4 to 6 weeks from NTP
Traffic	KOA	6 weeks from NTP
CEQA Document Option 1 – IS/MND		
Draft IS/MND	ECORP	8 weeks from NTP
Final IS/MND	ECORP	2 weeks from receipt of public comments
Noticing and Meeting Support	ECORP	as needed
CEQA Document Option 2 - EIR		
Draft EIR	ECORP	12 weeks from NTP
Final EIR	ECORP	4 weeks from receipt of public comments
Noticing and Meeting Support	ECORP	as needed

B.3 ECORP's Ability to Handle Various Potential Environmental Projects

ECORP's overall approach is to provide environmental compliance services that meet the following goals:

- Concise, well-written technical documents that analyze environmental issues and provide feasible mitigation measures agreed upon by City staff
- High-quality CEQA and NEPA documents that are easily understandable by the public and decision makers and meet the requirements of outside agencies, if needed (e.g., Caltrans)
- Delivery of services on time and within budget

ECORP has long-term experience with on-call services contracts through our staff's history of performing on these types of contracts with public agencies. Our staff enjoys working on task-order-based on-call contracts because we establish an efficient working relationship with our client that allows us to act as a virtually seamless extension of the public agency's staff. This type of arrangement ensures that the contract and the various task orders and projects under the contract run smoothly. Our staff is particularly experienced with quick response times to task order requests, short lead times for mobilizing field teams and for completing fieldwork, and strict schedules for completing the reports. In addition, our professionals adapt easily to the various report formats required by our public agency clients.

B.4 Legal Challenges

None of ECORP's documents have been legally challenged in court.

B.5 Management for On-Call Contracts

Project Management

ECORP's management and technical approach to as-needed services contracts has been successfully used on over 60 contracts in the last 10 years.

ECORP will provide a proven technical and management approach that will ensure responsive delivery of services. Our technical approach includes providing the City with the local and technical expertise necessary to provide efficient and effective consulting services. We have thoughtfully developed a team that will meet all of the needs on this contract, including technical specialists that not only know standard procedures for completing their work but that can readily provide the appropriate support, level of expertise, and innovative methods for more unusual situations. The discussion below focuses on ECORP's management approach to as-needed contracts.

ECORP includes a dedicated Program Manager (PM), Freddie Olmos, whose top priority is to respond to the City on a day-to-day basis and provide the flexibility and dedication needed to be successful.

ECORP has also included a QA/QC Manager, Anne Surdzial, AICP, who will ensure that all products from the ECORP Team meet regulatory requirements and are of the highest quality. Each discipline has been assigned a Task Manager, so that these specialists are dedicated to City projects and are available for each task order as required.

Task Orders

When the City requests that ECORP provide a proposal for a new task order, ECORP will work closely with the City's Project Manager to focus the scope of work to achieve the goals of the project. Freddie Olmos will then evaluate the services required and determine which, if any, subconsultant services will be necessary for the completion of the task. A detailed scope of work, schedule, and costs will be developed and provided to the City. Our proposals will include sufficient detail to assure the City that ECORP has incorporated the appropriate services, and that the City will receive a quality product that can stand up to agency and public scrutiny.

Communication

Maintaining constant communication with our team members assigned to a task as well as with the City is important so that any emerging issues are brought to the PM's attention, and solutions can promptly be developed and implemented. If an unexpected delay or issue arises (e.g., inaccessibility to a site, flooding) that could affect the schedule, the PM will immediately alert the City and work with the City to resolve the issues. There will be no project-related communications with other agencies, resident engineers, construction personnel, and/or the public without prior authorization from the City's project management staff. Communication methods typically include, but are not limited to, email, phone, video conferencing, and face-to-face meetings (including Planning Commission and/or City Council, as needed). Freddie Olmos and/or Task Managers will coordinate and facilitate regular meetings with project teams and the City. This includes developing an agenda and following up with complete minutes that detail accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. These minutes will be used to develop progress reports, if appropriate to the task. Scopes will be continually monitored to ensure they meet the City's purpose and need.

Quality Assurance Program

ECORP has a very thorough QA/QC program that includes the review of both technical reports and administrative documents. For this contract, Anne Surdzial, AICP has been assigned as QA/QC Manager. The technical Task Manager will be the first person to review reports for content and accuracy. Following the Task Manager's review, ECORP's technical editors and QA/QC Manager, in the role of internal technical editor and peer reviewer, will review the document for

ECORP's mission is to consistently deliver high-quality environmental consulting services through outstanding science and timely, creative solutions for our clients, while providing an excellent work environment for our staff.

completeness and provide comments back to the technical Task Manager. After those are incorporated, the report will be submitted to the production department for formatting. The Task Manager and Anne Surdzial will be responsible for ensuring that the report moves through production and editing according to the schedule and that the graphics are complete and accurate. Once the report has been assembled as a preliminary draft, Freddie Olmos will review the report for accuracy and completeness. After Freddie Olmos has approved the report, it will be submitted as a draft to the City. Following the incorporation of City comments by the Task Manager, Mr. Olmos will do one final review of the final report prior to its submittal to the City.

All products (e.g., reports) provided by any of our subconsultants will be reviewed by the Task Manager, QA/QC Manager, and Mr. Olmos to ensure accuracy and appropriate documentation regarding the project specifics.

The QA/QC program also includes reviews of the accuracy of administrative documents such as scopes of work, cost estimates, schedules, and invoices. Freddie Olmos will oversee the entire contract; approve the scope of work, schedules, and cost estimates; ensure the appropriate resources are available and committed to each task order; and perform the final reviews on reports and invoices. The quality control review also includes a review of the project accounting reports that are provided on a monthly basis, the invoices, and the cumulative project accounting for the as-needed task orders. Under this program, the PM will oversee the invoicing from and the payment to the subconsultants. The PM will verify that the services have been completed at the level of quality that is expected prior to paying the subconsultants. In addition, the PM will verify that the invoicing is correct and will work with the subconsultants to get their invoices in on time with the correct project and contract references.

ECORP is committed to excellent service and client satisfaction. To ensure the success of our clients' projects, we use a combination of well-tested practices. We build the best team for the job, drawing from our own professionals and a large network of relationships with other technical and scientific experts. We use a carefully honed project management approach based on a client-focused, responsive, and results-driven philosophy. We implement real quality control provided by seasoned technical professionals as peer reviewers and editors.

B.6 Client Satisfaction

Firm's Approach to Project Delays

ECORP places a high priority on developing and managing the project schedule. Our approach emphasizes:

- Determining resource needs – Looking at similar projects, researching data on specific activities, consulting with PMs of similar projects.
- Selecting the right schedule for type and complexity of project – Use Excel to create a Milestone or Gantt chart for simple projects or Microsoft Project to produce a CPM schedule.

- Disseminating the project schedule – Provide the schedule to project team, principal-in-charge and senior management, and client; review the schedule during project kickoff meeting, post it on project SharePoint site, attach it to a project execution plan.
- Manage the schedule – By tracking planned against actual progress and using Schedule Compression as necessary to complete the project on time.

In the unlikely event of a schedule delay caused by ECORP, the project manager can shorten the time durations in the project schedule using several methods: 'Crashing' – adding qualified staff from other southern California offices or other resources to shorten the time required for a task; Fast Tracking – performing tasks in parallel that were to be done in sequence; Modified Fast Tracking – splitting tasks so that a subsequent task can begin early. These schedule compression techniques can be used by ECORP singularly or in combination to bring a project back on schedule at no additional cost to the City.

C – STAFFING

C.1 Staffing

Table C.1 below for a list of key individuals who would be assigned to work on projects for the City along with their function and qualifications. Resumes are provided in Attachment A for each designated individual. In addition to our key staff, the ECORP Team has more than 300 environmental professionals available to assist with this contract.

Table C.1. – Names, Functions, and Qualifications of Key Assigned Staff

Name	Function	Qualifications	
		Years of Experience	Degree(s) Earned
ECORP			
Jesus "Freddie" Olmos	Program Manager	25	• B.A. Environmental Analysis & Design, University of California at Irvine
Margaret Partridge, AICP, LEED Green Associate, ENV SP	CEQA/NEPA Documentation Task Manager	19	• M.A. Urban & Regional Planning, University of California at Irvine • B.A. Environmental Analysis & Design, University of California at Irvine
Anne Surdzial, AICP	QA/QC Manager	33	• B.S., Environmental Science, University of California, Riverside
Seth Myers	Air Quality, Greenhouse Gas, Energy and Noise Task Manager	18	• B.A., Environmental Studies, and Planning (Minor in Biology), Sonoma State University
Stacie Tennant	Biological Resources Task Manager	27	• B.S., Environmental Biology and a Minor in Chemistry, California State University, Northridge
Sonia Sifuentes, RPA	Cultural Resources Task Manager	14	• M.S., Archaeology of the North, University of Aberdeen at Aberdeen, Scotland • B.A., Anthropology with minors in Gender Studies and News Media and Society, University of Southern California

Name	Function	Qualifications	
		Years of Experience	Degree(s) Earned
Ninyo and Moore			
Jeff Aguilar, PG	ESA/Haz-Mat Task Manager	24	• B.A., Geology, University of Nebraska, Lincoln • Professional Geologist, #8178 (CA)
KOA			
Frank Barrera, RSP1	Transportation Planning Task Manager	19	• MSCE, Transportation Engineering, California State Polytechnic University, Pomona • B.S., Urban & Regional Planning, California State Polytechnic University, Pomona • Road Safety Professional 1, Transportation Professional Certification Board, Inc. (TPCB)
Jonathan Louie, PE	Traffic Engineering Task Manager	28	• MS, Civil Engineering (Transportation), University of California, Irvine • BS, Civil Engineering (Transportation & Structure), University of California, Irvine • Professional Engineer (Traffic), CA #2415

C.2 Subconsultants

Ninyo & Moore

Ninyo & Moore was established as a California corporation in 1986 to provide environmental and geotechnical engineering services to clients in the governmental (federal, state, and local) and commercial sectors. The firm has offices in the City of Los Angeles and statewide. The firm's environmental expertise includes performing Hazardous Materials Assessments and Phase I Environmental Site Assessments for CEQA document input, Aerially Deposited Lead (ADL) studies for right of way projects, preparing Lead Compliance Plans for construction operations in lead-impacted areas, conducting other surface and subsurface soil, groundwater, materials and vapor sampling programs, and contaminated site remediation. Ninyo & Moore has acquired substantial experience with CEQA and NEPA through working with environmental documentation and planning firms (including ECORP) over the past 30 years. Services in support of CEQA and NEPA assessments include needed technical studies in areas of Hazardous Materials, Geologic Hazards, Water Quality, and Air Quality. The firm has worked on CEQA and NEPA projects for school sites, transportation corridors, pipelines, public buildings, and a variety of other projects. Recent local clients include LACCD, LAUSD, and the County of Los Angeles.

KOA Corporation

Founded in 1987, KOA Corporation (KOA) is a leading provider in professional services in transportation engineering, mobility planning, and construction management for public agencies and private sector clients. KOA's focus on safety for all roadway users is the foundation of their professional practice. KOA engineers, planners, construction field specialists, and project managers all take pride in their well-established reputation as transportation safety experts. The hallmark of their success is dedication to each and every project

and the desire to leave a legacy of extraordinary contribution to communities. KOA's staff includes registered civil and traffic professional engineers, certified transportation planners, certified road safety professionals, project/construction managers, and construction inspectors. With five offices located in Southern California, KOA provides professional consulting services for some of the largest public works and planning projects for all modes of transportation throughout California. In December 2022, KOA joined Lochner, a national transportation infrastructure firm headquartered in Chicago, Illinois, providing planning, environmental, design, construction engineering and inspection, and right-of-way services for surface transportation, rail, transit, and aviation clients. Together, they have more resources and capabilities for delivering innovative solutions and enhancing the quality of life in the communities they serve.

C.3 Working Together as a Team

Below are examples of projects completed by ECORP and our subconsultants (KOA and Ninyo & Moore) as a team.

On-Call Environmental Services Contract, Costa Mesa, Orange County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Costa Mesa*
Key Staff: *Jesus "Freddie" Olmos (Project Manager), Anne Surdzial, Margaret Partridge, Seth Myers, KOA Staff*
Dates: *2014-Ongoing*

ECORP is currently providing on-call environmental support services to the City of Costa Mesa for land use development and entitlement projects. Tasks include the preparation of CEQA documents, review of applications for completeness, preparation of initial study checklists, evaluation of environmental setting and impacts, and the preparation or review of all technical studies associated with the environmental documents as required. ECORP is also providing assistance to the City of Costa Mesa with the Assembly Bill (AB) 52 process. ECORP acts as an extension of staff to provide readily available environmental technical expertise and local knowledge to guide the city through the environmental review and permitting process. Example task orders include:

- **Audi Fletcher Jones Automotive Center IS/MND and Technical Studies.** An IS/MND and supporting technical studies were prepared for the proposed Audi Fletcher Jones Automotive Center in the City of Costa Mesa. The project consisted of a 50,971 sq. ft. sales and service center for Audi on approximately 5.0 acres currently occupied by a retail building. Technical studies prepared by ECORP for this project included air quality/greenhouse gas/noise analyses and energy use. As part of the ECORP team, **KOA** prepared the traffic impact study. ECORP also provided Tribal Cultural Resources (AB 52) consultation support to the City of Costa Mesa as part of the CEQA process. ECORP prepared all appropriate CEQA notices (NOI, NOC, NOD) and filed the CEQA documents with the County Clerk and State Clearinghouse.
- **Vans Building Expansion IS/MND and Technical Studies**. ECORP prepared an IS/MND with supporting studies for traffic (**KOA**), air quality/greenhouse gas, noise, Phase I Environmental

Site Assessment, and shade/shadow studies for a new 3-story office building of approximately 91,023 sq. ft. and a new four-level parking structure at the Vans Corporate Campus at 1588 South Coast Drive. ECORP prepared all appropriate CEQA notices (NOI, NOC, NOD) and filed the CEQA documents with the County Clerk and State Clearinghouse.

13131 Los Angeles Street Industrial Project EIR, Irwindale, Los Angeles County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Irwindale*
Key Staff: *Seth Myers and KOA staff*
Dates: *2019-2020*

The project in the City of Irwindale involves the demolition of the existing on-site buildings and structures for construction of a speculative stand-alone concrete tilt-up industrial building (553,000 sq. ft.). Adjacent to the site are commercial and industrial buildings (City of Baldwin Park) to the east, the San Gabriel River Freeway (I-605) to the north, an industrial building to the west, and a quarry to the south. ECORP prepared an Initial Study, Air Quality/Greenhouse Gases, Health Risk Assessment, and Noise studies, Traffic (prepared by **KOA**), to support a determination as to type and scope of CEQA documentation to be prepared. AB 52 Tribal Cultural Resources support was provided to the City of Irwindale. ECORP prepared a Draft EIR in 2020 for the project. ECORP prepared all appropriate CEQA notices (NOA/NOP, NOC, NOD) and filed the CEQA documents with the County Clerk and State Clearinghouse.

CEQA IS/MND and Technical Studies for Various Park Improvements at Stephen Sorensen Park, Los Angeles County

Consultant: *ECORP Consulting, Inc.*
Client: *County of Los Angeles Department of Parks and Recreation*
Key Staff: *Jesus "Freddie" Olmos (Project Manager), Seth Myers, Ninyo & Moore Staff, KOA Staff*
Dates: *2019-2022*

ECORP prepared the IS/MND for the project and the following technical studies: Biological Resources Survey, Cultural Resources Survey, Air Quality/Greenhouse Gas Assessment, and Noise/Vibration Assessment. In addition, the project required geotechnical investigations that were conducted by our teaming partner, **Ninyo & Moore** and monitored for archaeological resources by ECORP Cultural Resources staff and a Native American monitor. A Traffic Study was also prepared by our team partner, **KOA**. ECORP bilingual staff were available at the public meeting and prepared the agenda, flyers, and PowerPoint presentation. The County of Los Angeles Department of Parks and Recreation (County) proposed to develop new park amenities at Stephen Sorensen Park (Park), including a skate park, gazebo/stage structure, fitness zone with shade structure, shade structure for existing playground, and associated ADA improvements. The Park is approximately 100 acres located in the

unincorporated community of Lake Los Angeles, approximately 15 miles east of Palmdale. The Park is encompassed by a large prehistoric site that has been investigated since the 1920s (CA-LAN-192). In order to protect the archaeological site, an earthen cap of unknown depth was placed on the site prior to development of Phase I of the Park in 1996.

C.4 Current Workload and Availability

ECORP is able to work on any projects assigned by the City of Santa Fe Springs. ECORP's Orange County office is located at 2861 Pullman Street, Santa Ana, CA. The office houses CEQA/NEPA and technical staff who, together with our Redlands office staff, will support the City. ECORP has the ability to assign additional resources as demand for services may increase, depending on the needs of the City. In addition to these two offices, ECORP has an additional three offices (located in Rocklin, San Diego, and Chico). ECORP has on staff an experienced team of more than 150 CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, paleontologists, archaeologists/cultural resource specialists, air quality/noise analysis specialists, Geographic Information Systems (GIS) specialists, and unmanned aerial systems (UAS) specialists. Therefore, due to the staffing resources on hand, ECORP is confident that we have the staff in-house to meet any need for services that the City may have. The ECORP Team is committed to the timely completion of all Task Orders for this contract and has a proven track record of performing similar work with complex issues and tight deadline. Key members of the management team for this contract are available to provide approximately 50 percent of their time to this program during its duration and proposed key personnel are available for 40 percent of their time. All proposed personnel will be available for up to 100 percent of their time for short periods during the life of the contract.

ECORP understands that upon award of a contract, and during the contract period, if ECORP chooses to assign different personnel to a project, ECORP must submit their names and qualifications including information listed above to the City for approval before they begin work.

Table C.2 – Current Workload and Availability of Key Personnel

Key Personnel	Project Assignment	Current Workload	Availability
Freddie Olmos	Program Manager	• Los Angeles Clean Fuels Project, Pico Rivera, Los Angeles County • Ontario Avenue Widening Project, Corona, Riverside County • Eagle Mountain to Blythe Transmission Line, Riverside County	50%
Anne Surdzial, AICP	QA/QC Manager	• Yucaipa Valley Water District As Needed Services, Riverside and San Bernardino Counties • Metropolitan Water District of Southern California As Needed Services, Multiple Counties, Southern California	50%
Stacie Tennant	Biological Resources Task Manager	• City of Wildomar As Needed Biological and Cultural Resources Services, Riverside County • Westside Area Plan and EIR, Multiple Cities, Los Angeles County • Meadowpass Extension Project, City of Walnut, Los Angeles County	50%

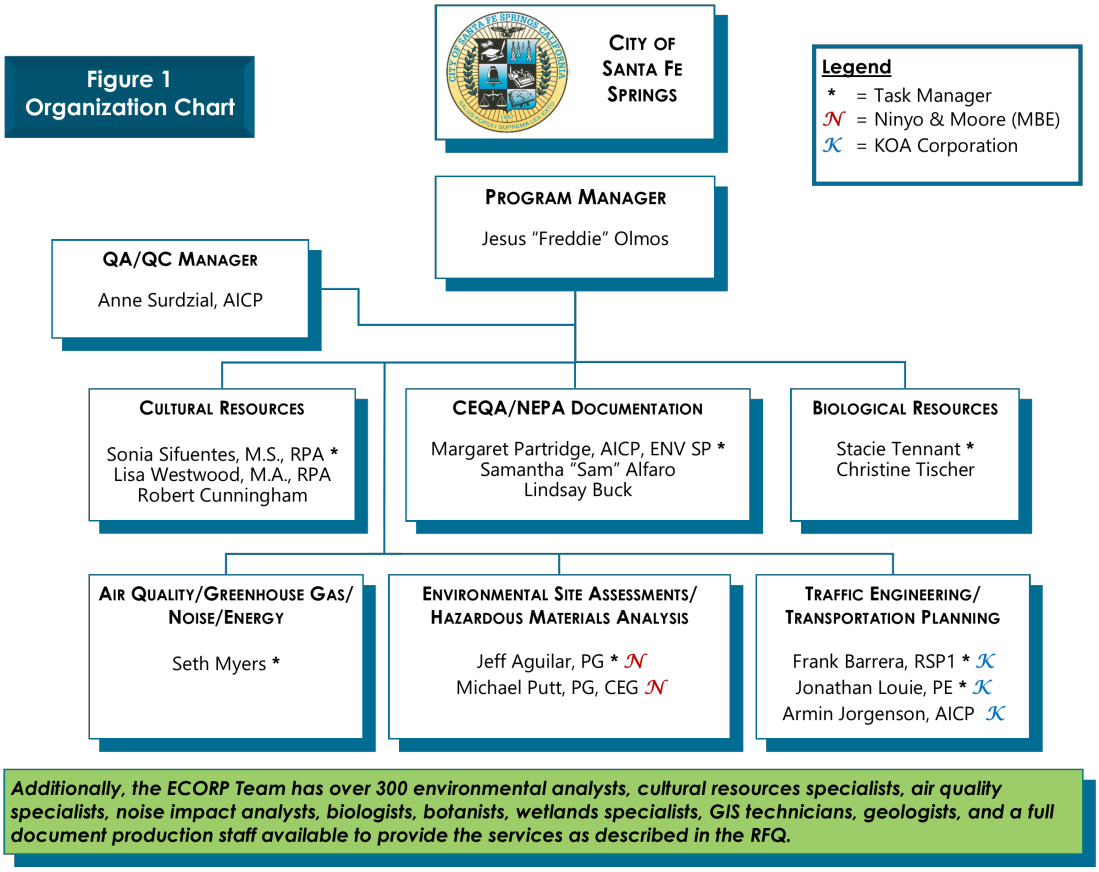
Key Personnel	Project Assignment	Current Workload	Availability
Margaret Partridge, AICP ENV SP	CEQA/NEPA Task Manager	• Crystal Windows West Coast Headquarter Project, Moreno Valley, Riverside County • San Gabriel Valley Habitat for Humanity Project, Baldwin Park, Los Angeles County • CEQA Documentation with Technical Studies for the 15715 Arrow Highway Speculative Concrete Tilt-Up Building, Irwindale, Los Angeles County	50%
Seth Myers	AGNE Task Manager	• Noise and Vibration Assessment for the Los Angeles County Westside Area Plan, Los Angeles County • Noise and Vibration Assessment for the Redondo Beach General Plan, Los Angeles County • Air Quality & Greenhouse Gas Emissions Assessment for the 15715 Arrow Highway Speculative Concrete Tilt-Up Building, Irwindale, Los Angeles County	50%
Sonia Sifuentes, M.S., RPA	Cultural Resources Task Manager	• Archaeological monitoring for Beaumont Mesa Force Lift Main Project, City of Beaumont • Archaeological clearance surveys and monitoring for National Training Center Fort Irwin, San Bernardino County • Archaeological Resource Assessment for 20-Acre Park, City of Wildomar On-Call contract, Riverside County	40%
Jeff Aguilar, PG	ESA/Haz-Mat Analysis Task Manager	• Phase I ESA for Devil's Punchbowl Nature Center, Pearblossom, Los Angeles County • Phase I ESA for Homeless Facility Project, Los Angeles County • Sessler Street Phase I ESA, South Gate, Los Angeles County	30%
Michael Putt, PG, CEG	Principal Geologist	• Third-Party and Plan Review Services, Orange County • On-Call Geotechnical Consulting Services, Irvine, Orange County • Third Party Review Services, Anaheim, Orange County	30%
Frank Barrera, RSP1	Transportation Planning Task Manager	• RCTD Desert Edge Mobility Plan, Riverside County • Alamitos Parking Study, Long Beach, Los Angeles County • Chicago Metropolitan Agency for Planning (CMAP) SS4A Countywide Action Plans, Chicago Illinois	25%
Jonathan Louie, PE	Traffic Engineering Task Manager	• University Highlands Riverside TIA, Riverside County • POLB Coastal Bike Trail Connector and South Waterfront Pier J Bike and Pedestrian Path Segments 2 to 6, Los Angeles County • San Juan Plaza Traffic Impact Study, Orange County	30%
Armin Jorgenson, AICP	LOS/VMT Analysis Lead	• Ontario Avenue Widening Project, Corona, Riverside County • Town of Apple Valley Complete Streets Plan, San Bernardino County • Claremont McKenna College Master Plan Update, San Bernardino County	25%

D – QUALIFICATIONS AND REFERENCES

D.1 Key Staff/Program Manager

An organization chart for our Team is provided below. Brief biographical sketches are provided on the pages after the Organization Chart. Resumes of the Key Staff and the Program Manager are provided in Appendix A. The ECORP Team has over 300 additional qualified staff members that are available for City projects.

Figure 1
Organization Chart



Jesus "Freddie" Olmos – Program Manager/Principal Environmental Planner (ECORP)

Mr. Olmos has 25 years (18 with ECORP) of professional experience preparing and managing a variety of environmental documents subject to CEQA, NEPA, and a variety of other planning and environmental laws and regulations for on-call CEQA contracts and development projects. He recently completed the Program EIR for the Puente Hills Landfill Park Master Plan in southeastern Los Angeles County. Mr. Olmos has also worked on CEQA documents in the surrounding Los Angeles County cities of Pico Rivera, Bellflower, Downey, Whittier, Montebello, El Monte, and Azusa, as well as various departments of the County of Los Angeles and numerous special districts. His expertise and attention to detail will assure the City of expert project management and CEQA/NEPA expertise and, therefore, legally defensible documents that are satisfactory to the City and other responsible agencies. Mr. Olmos is also bilingual in English and Spanish and regularly assists clients with noticing and other communication to Spanish-speaking populations.

Education:

- B.A., Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine
- Advanced NEPA Workshop, National Association of Environmental Professionals
- Caltrans Environmental Compliance Training Course for Local Agency Partners and Consultants – Categorical Exemptions and Categorical Exclusions, Caltrans

Select Project Experience:

- Program EIR for the Emerald Necklace Implementation Plan, Phase I, Los Angeles County (San Gabriel River and Rio Hondo)
- On-Call Environmental Services Contract for the City of Costa Mesa, Orange County
- CEQA IS/MND and Technical Studies for Various Park Improvements at Stephen Sorensen Park, Los Angeles County
- Whittier Narrows Equestrian Center IS/MND, Los Angeles County

Margaret Partridge, AICP, ENV SP – CEQA/NEPA Task Manager (ECORP)

Ms. Partridge is an environmental planner with 19 years (3 with ECORP) of experience in community and environmental planning. She has experience in both the public and private sectors as a city planner and environmental consultant for residential, infill, school district, commercial, industrial, mixed-use, and specific plan projects. Ms. Partridge is trained in environmental analysis for a variety of project types and has experience conducting current planning and permit work for local cities.

Education:

- M.A., Urban and Regional Planning, University of California, Irvine
- B.A., Environmental Analysis and Design, Minor in Global Sustainability, University of California, Irvine
- American Institute of Certified Planners (AICP)
- LEED Green Associate
- Envision Sustainability Professional (ENV SP)

Select Project Experience:

- CEQA IS/MND for San Gabriel Valley Habitat for Humanity Project, Los Angeles County
- CEQA IS/MND for the Grace Church Remodel and Senior Living Community Center, Orange County
- CEQA/NEPA Documentation for the OC Loop Bike Trail, Segments O-Q, Los Angeles, and Orange Counties

Anne Surdzial, AICP – QA/QC Manager (ECORP)

Education/Registrations:
- B.S, Environmental Science, University of California, Riverside
- American Institute of Certified Planners (AICP), July 1994, #11097

Select Project Experience:
- Third Party Review Services for CV Link EIR, Riverside County
- On-Call Environmental Services for the City of Costa Mesa, Orange County
- Puente Hills Landfill Park Master Plan Program EIR, Los Angeles County
- Third Party Review Services for the City of Walnut, Los Angeles County

Ms. Surdzial is an ECORP Vice President and the Director of CEQA/NEPA Services. She is an environmental analyst with more than 30 years (19 with ECORP) of experience in the environmental planning field. She has prepared and managed the preparation of IS/MNDs and EIRs for a variety of projects subject to review under CEQA. Ms. Surdzial is responsible for managing CEQA and NEPA work in all ECORP offices, ensuring consistency and quality of all products. Her expertise includes management of large environmental programs for public agencies that require completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments. Ms. Surdzial would conduct the Quality Assurance/Quality Control (QA/QC) for any task order's environmental documentation.

Sonia Sifuentes, M.S., RPA – Cultural Resources Task Manager (ECORP)

Education/Registrations/Licenses:
- M.S., Archaeology of the North, University of Aberdeen at Aberdeen, Scotland
- B.A., Anthropology with minors in Gender Studies and News Media and Society, University of Southern California
- Register of Professional Archaeologists (RPA #49570530)
- California Historical Resources Information System Authorized User

Select Project Experience:
- Devil's Punchbowl Nature Center Project, Los Angeles County
- Dana Point Harbor Rockfall Mitigation Project, Orange County
- Grace Church Remodel and Senior Living Facility Project, Orange County

Ms. Sifuentes, M.S., is a Registered Professional Archaeologist with more than 14 years (2 with ECORP) of archaeological experience in cultural resources management, with an emphasis on the archaeological investigations, compliance, analysis, and evaluation of cultural resources. Ms. Sifuentes meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. She has experience in managing large-scale archaeological projects, including inventory survey, feature mapping, subsurface testing, data recovery, artifact analysis, and evaluation process. Ms. Sifuentes has a strong understanding of the evaluation of impacts to cultural resources for CEQA and NHPA Section 106 projects, as well as Native American Heritage Commission correspondence and AB 52 Tribal coordination. Ms. Sifuentes would oversee the cultural resources analysis for any task order.

Stacie Tennant – Biological Resources Task Manager (ECORP)

Education/Registrations/Licenses:
- B.S., Environmental Biology and a Minor in Chemistry, California State University, Northridge

Select Project Experience:
- Devil's Punchbowl Nature Center Project, Los Angeles County
- On-Call Environmental Services Federal Contract, Los Angeles County
- Westside Area Plan and EIR, Los Angeles County
- Santa Fe Basin and San Gabriel River Flood-Control Channel Projects As-Needed Biological Services Contract, Los Angeles County

With 27 years (3 with ECORP) of experience with biological resources, including 16 years in the public sector, Ms. Tennant is experienced in processing resource agency permits and authoring and managing the preparation of environmental documents for transportation, water, electric utilities, public works, planning, and development projects throughout Southern California. She has extensive experience in conducting and coordinating sensitive species surveys; focused surveys for Threatened/Endangered plant and wildlife species; reconnaissance surveys; and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species.

Seth Myers – Air Quality/Greenhouse Gas (GHG)/Noise/Energy Task Manager (ECORP)

Education/Registrations/Licenses:
- B.A., Environmental Studies, and Planning (Minor in Biology), Sonoma State University
- SoundPLAN Software and Noise Modeling Seminar Certification
- FAA Noise and Air Emissions Trainings: Noise and Emissions Fundamentals, Aviation Environmental Design Tool
- AERMOD Gaussian Plume Air Dispersion Model Certification (Lakes Environmental)

Select Project Experience:
- 13131 Los Angeles Street Industrial Project, Los Angeles County
- Virginia Robinson Gardens Operational Changes Project, Los Angeles County
- Vans Building Expansion Project, Orange County
- Pitchess Detention Center (PDC) New Deep Well, Los Angeles County

With 19 years (7 with ECORP) of experience as an environmental planner and air quality/noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, greenhouse gas emissions, and noise analyses and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2014, AERMOD, SoundPLAN, the Roadway Construction Model, the FHWA Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools. In addition, Mr. Myers prepares implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines. Mr. Myers would oversee the CEQA and or NEPA air quality, greenhouse gas, noise, and energy analysis for any task order.

Jeff Aguilar, PG – ESA/Haz-Mat Analysis Task Manager (Ninyo & Moore)

Mr. Jeff Aguilar, PG, Principal Geologist, is a licensed Professional geologist with over 24 years of experience (2 with N&M). He holds a Bachelor of Arts in Geology from the University of Nebraska. Mr. Aguilar's experience includes environmental services with an emphasis on environmental compliance; contaminated site investigation; remedial system design and implementation; compliance sampling and monitoring and obtaining regulatory case closure. As a Principal at Ninyo & Moore, Mr. Aguilar has the authority to commit any and all of our resources allowing him to respond immediately to client requests. He is knowledgeable in the regulatory process of federal, state, and local agencies.

Education/Registrations:
- B.A., Geology, University of Nebraska, Lincoln
- Professional Geologist, #8178 (CA)

Select Project Experience:
- 4 APNS Moreno Valley, Hazardous Materials Assessment, Moreno Valley, Riverside County
- Phase I Environmental Site Assessment for Devil's, Punchbowl Nature Center, Pearblossom, Los Angeles County
- City of Los Angeles, Phase I Environmental Site Assessment, Los Angeles, Los Angeles County
- Weber Metals, 10700 & 10710 Sessler Street Phase I ESA, South Gate, Los Angeles County
- City of Corona, Phase I Environmental Site Assessment, Corona, Riverside County

Mr. Michael Putt, PG, CEG – Principal Geologist

Mr. Michael Putt, PG, CEG, Principal Geologist, is a California licensed Professional Geologist and Certified Engineering Geologist and has over 28 years of experience (15 with N&M) in engineering geology performing geologic and seismic hazard evaluations, design services, and construction consultations for a variety of large and small projects throughout southern California. Mr. Putt holds a Bachelor of Science in Geology from California State University of Fullerton. He supervises geologic staff, provides technical guidance, and authors and reviews geotechnical reports. He also designs geologic exploration programs for complex projects, supervises field exploration work, evaluates soil and rock samples, and analyzes geologic structural problems. Mr. Putt works on geologic and seismic hazard evaluations including assessment of fault rupture potential, probabilistic and deterministic seismic risk, and landslide hazards. He performs investigations of landslides and slope stability.

Education/Registrations:
- B.A., Geology, California State University of Fullerton
- Professional Geologist, #7581 (CA)
- Certified Engineering Geologist, #2341 (CA)
- Radiological Safety and Gauge Use Certification

Select Project Experience:
- County of Orange, Third-Party and Plan Review Services, Orange County
- City of Irvine, On-Call Geotechnical Consulting Services, Orange County
- City of Corona, On-Call Professional Services, Riverside County
- OC Public Works, On-Call Geotechnical Consulting Services, Orange County
- City of Victorville Third Party Reviews Services, San Bernardino County

Frank Barrera, RSP1 – Traffic Engineering/Transportation Planning Task Manager (KOA)

Mr. Barrera has 19 years (16 with KOA) of experience in the transportation planning and engineering field. He specializes in transportation planning, traffic engineering, data analysis, and feasibility studies, including Safe Routes to School (SRTS) and Active Transportation Program (ATP) studies. Frank has successfully managed multiple SRTS and ATP projects, various sign inventory and database management projects, and SSAR projects. He has extensive experience in traffic calming and safety improvement projects and conducts traffic control device audits for SRTS and ATP projects.

Education/Registrations:
- MSCE Transportation Engineering, California State Polytechnic University, Pomona
- BS, Urban & Regional Planning, California State Polytechnic University, Pomona
- Road Safety Professional 1, Transportation Professional Certification Board, Inc. (TPCB)

Project Experience:
- Mission Viejo Plan Check for the Village Center Development, Mission Viejo, Orange County
- North Tustin Street Specific Plan, Orange County
- SCAG Buena Park Comprehensive Active Transportation Plan (ATP), Orange County
- Hesperia Corridor Enhancement for Avenue I, Hesperia, Riverside County
- Port of Long Beach Harbor Scenic Drive Improvement Project, Los Angeles County

Jonathan Louie, PE – Traffic Engineering Technical Lead (KOA)

Mr. Louie, PE, has 28 years (1 with KOA) of traffic engineering and transportation planning experience involving traffic impact assessments, site access and circulation design, parking layout design, public transport strategy, transit-oriented developments, neighborhood circulation, pedestrianization, trip generation monitoring, and transportation demand management (TDM) programs. His experience also includes development and application of a wide range of microscopic and macroscopic traffic simulation models as well as travel demand forecasting models. Additionally, Jonathan has been the technical lead on projects requiring broad, multi-disciplinary knowledge of engineering, planning and public relations. He has provided support to environmental assessment, site plan approval, land use zoning and rezoning, and special-purpose districts, and is experienced in working with multi-disciplinary consultant teams.

Education/Registrations:
- MS, Civil Engineering (Transportation), University of California, Irvine
- BS, Civil Engineering (Transportation & Structure), University of California, Irvine
- Professional Engineer (Traffic), CA #2415

Project Experience:
- Mission Viejo Plan Check for the Village Center Development, Orange County
- Slauson Corridor Improvements from I-5 to I-710 Project, Los Angeles County
- Woodridge Capital Century Plaza Mixed-Use Development, Los Angeles County
- Port of Long Beach Coastal Bike Trail Connector and South Waterfront Pier J Bike and Pedestrian Path Segments 2 to 6, Los Angeles County

Armin Jorgenson, AICP – LOS/VMT Analysis Lead (KOA)

Education/Registrations:
- MUP, Mobility and Transportation Planning, Price School of Public Policy, University of Southern California
- BA, Urban Studies and Planning/ BS, Environmental Chemistry, Revelle College, University of California, San Diego
- American Institute of Certified Planners (AICP), #35558

Project Experience:
- Walnut Mixed-Use Traffic Impact Analysis, Walnut, Los Angeles County
- 1345 Montebello Boulevard Apartments, Montebello, Los Angeles County
- Residential Development at 1240 Holt Boulevard, Ontario, San Bernardino County

Mr. Armin Jorgenson is a Planner at KOA with four years (two with KOA) of experience on active transportation, public policy, and spatial analysis. In this role, Armin produces narratives and maps, performs GIS analysis, assists with stakeholder outreach, and makes recommendations for transportation design elements. He has supported the cities of Twentynine Palms and Palm Desert with their Caltrans ATP applications and the City of Huntington Beach with their Local Roadway Safety Plan. Before coming to KOA, Armin held roles at the City of Temecula, the Center for Sustainable Energy, and OmniTrans. In these roles, he produced maps, performed asset management, wrote grant applications, and made design recommendations for infrastructure projects. Armin is committed to creating a future where sustainable transportation options are not only available, but the preferred choice for communities.

D.2 Summary of Demonstrated Capability

Below is a summary of ECORP's demonstrated capability, including the length of time that ECORP has provided the services requested in the City's RFQ.

Founded in 1987, ECORP assists public and private clients with a wide range of environmental services. We have provided environmental consulting services to our clients for 37 years. We have been preparing CEQA/NEPA documents since 2004.

D.3 Local References

Local References

Below is a list of references for ECORP followed by relevant project experience.

Table D.1 – Team's References

Reference	Description of Services Provided	Dates of Services
ECORP Consulting, Inc.		
Marilyn Simpson Community Development Director City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706 (626) 430-2209 msimpson@irwindaleca.gov	The project in the City of Irwindale involves the demolition of the existing on-site buildings and structures for construction of a speculative stand-alone concrete tilt-up industrial building (553,000 sq. ft.). Adjacent to the site are commercial and industrial buildings (City of Baldwin Park) to the east, the San Gabriel River Freeway (I-605) to the north, an industrial building to the west, and a quarry to the south. ECORP prepared an Initial Study, Air Quality/GHGs, Health Risk Assessment, and Noise studies, Traffic (prepared by KOA), to support a determination as to type and scope of CEQA	2018–2020

Reference	Description of Services Provided	Dates of Services
	documentation to be prepared. Assembly Bill 52 tribal cultural resources support was provided to the City. ECORP prepared a draft EIR in 2020 for the project.	
Gabriel Katigbak Associate Planner City of Walnut 21201 La Puente Road Walnut, CA 91789 (909) 348-0740 gkatigbak@cityofwalnut.org	ECORP provided professional peer review services for three EIRs and their supporting technical studies for three projects at Mount San Antonio College: the West Parcel Solar Project, the Physical Education Project (Phases I and II), and the 2018 Long Range Development Program and Educational Facilities Master Plan EIR. Mount San Antonio College is located within the City of Walnut, and the city requested these professional review services to ensure that the CEQA documents and technical studies adequately addressed impacts to city services, infrastructure, and residents. ECORP reviewed the scoping IS/Notice of Preparation, Draft EIR, Final EIR and the following technical studies: air quality/greenhouse gas, noise, water quality, biological resources, and cultural resources. ECORP managed subconsultant review of the geotechnical and slope analysis reports and traffic/parking studies.	2017–Ongoing
Amber Gregg Contract Planner City of Laguna Niguel 30111 Crown Valley Pkwy. (949) 362-4360 Laguna Niguel, CA 92677 AGregg@cityoflagunaniguel.org	ECORP prepared an IS/MND document for the Grace Church Remodel and Griffin Senior Living Community Project. In addition to preparing the CEQA documentation for the Project, including the Draft and Final IS/MND documents, ECORP also prepared the following technical studies: air quality/greenhouse gas, energy consumption analysis, biological resources assessment, and cultural resources inventory.	2022–2023
Ron Garcia, Director of Community Development City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, California 91706 626) 960-4011 ext.477 RGarcia@baldwinpark.com	ECORP prepared an IS/MND with supporting technical documents that included air quality/ greenhouse gas analysis, noise impacts analysis, cultural resources, AB 52 assistance, and paleontological resources. Our subconsultant (Huitt-Zollars) conducted a hydrology analysis of the site. The project applicant, San Gabriel Valley Habitat for Humanity (SGV Habitat), is proposing a 12- unit townhome style multifamily residential development at 12779 Torch Street in the City of Baldwin Park. The project site is approximately 0.75 acres. The proposed project would require a merger of five existing contiguous lots. The Project Site is currently zoned and has a General Plan designation of single-family residential. Therefore, a Zone Change and General Plan Amendment would be required for the proposed project. The site plan includes three separate buildings comprised of four units each.	2023-Ongoing
Clement Lau, AICP Departmental Facilities Planner County of Los Angeles Department of Parks and Recreation 1000 S. Fremont Ave, Unit #40, Building A-9 West, 3rd Floor Alhambra, CA 91803 (626) 588-5301 clau@parks.lacounty.gov	ECORP has provided environmental support services under Withers & Sandgren's as-needed landscape architecture contract. Projects included: • **Puente Hills Master Plan Program EIR (PEIR).** ECORP prepared a PEIR to identify and evaluate the potential environmental impacts associated with the implementation of the Puente Hills Landfill Park Master Plan (Proposed Project). The Proposed Project entails planning for the conversion of approximately 142 acres within the 1,365-acre former Puente Hills Landfill to a regional park. The Los Angeles County Department of Parks and Recreation has prepared a Master Plan to cooperatively plan and implement a regional park destination for public recreational activities. The Master Plan is a long-range master plan (75 years) that over time would develop a portion of what was formerly the largest landfill in the western United States into a regional park, providing recreation and open space for the greater Los Angeles area. Future park activities and operations would be compatible with the ongoing maintenance of the landfill. Los Angeles County Sanitation Districts will remain present and active on the landfill property to maintain and monitor the landfill for public health and safety.	2013-2022

Reference	Description of Services Provided	Dates of Services
	ECORP was also involved in the public outreach meetings and provided written and oral Spanish-English bilingual services. The following supporting studies were also prepared: biological, cultural, agronomy, and alternatives analysis. • **Bonelli Regional Park Equestrian Center Improvements IS/MND.** ECORP prepared a CEQA document for the proposed refurbishment of the Bonelli Equestrian Center. The proposed improvements would include the replacement and upgrade of onsite structures and associated drainage improvements.	
Ninyo & Moore		
Ms. Nancy Lee City of El Monte 11333 Valley Blvd. El Monte, CA 91731 (626) 580-2090	Ninyo & Moore was retained by the City of El Monte (City) to conduct a peer review of several environmental documents as part of the Environmental Impact Report (EIR) for the construction of an industrial building at the proposed El Monte Logistics Center Project at East Valley Boulevard in El Monte, California. Environmental documents provided for review included a Phase I Environmental Site Assessment (ESA), Health Risk Assessment (HRA), the hazards and hazardous materials section of the EIR, and correspondence between the City and the Los Angeles Regional Water Quality Control Board (LARWQCB). Based on our review of the documents, Ninyo & Moore provided the following conclusions: Ninyo & Moore concurred with the RECs identified in the Phase I, with the exception that previous soil vapor data be compared to current regulatory screening levels; the site should not be redeveloped for unrestricted land use unless additional assessment is conducted; additional research should be conducted to evaluate potential liability concerning petroleum impacts to the site and off-site exposure; the HRA was conducted in accordance with established risk assessment guidance; Ninyo & Moore concurred with the EIR that the RECs would be considered less than significant. Ninyo & Moore recommended that the environmental documents be provided to the LARWQCB for their review and evaluation for potential future assessments on the site.	2019-2022
Ms. Rita Brenner Port of Los Angeles 425 S. Palos Verdes Street Los Angeles, CA 90731 (310) 732-3127	Ninyo & Moore is providing environmental services to the Port of Los Angeles (POLA). The contract scope of services included, Phase I and Phase II ESAs, site monitoring and sampling, feasibility studies and RAPs, remedial program management and system operation and maintenance, site closure reports, regulatory agency coordination, technical expertise and design services, review of environmental documents, and litigation support services. To date, we have provided environmental services on approximately 38 POLA projects, a few of which include: • Berths 121-127, Baseline Soil and Groundwater Sampling, San Pedro • Berth 200 Roadway Expansion, Limited Phase II Environmental Site Assessment, Los Angeles • Berths 176-179, Environmental Site Assessment and Restoration Services, Long Beach	2020-Ongoing
Mr. Ryan Rose OC Public Works 601 North Ross Street Santa Ana, CA 92701 (714) 667-8876	Ninyo & Moore is providing third-party geotechnical report and plan review services for reports and construction plans submitted to the County of Orange for new development projects within the Rancho Mission Viejo, Ladera Ranch, Dana Point Harbor, unincorporated area near Yorba Linda, and Newport Coast areas of Orange County, California. The projects included infrastructure improvements and new residential and commercial developments. Typical submittals that are reviewed include mass/ rough grading plans and geotechnical reports for large planning areas and residential tracts in hillside and flat-land terrain, precise grading plans and geotechnical precise grading plan review reports, roadways and bridges,	2011-ongoing

Reference	Description of Services Provided	Dates of Services
	retaining walls and MSE wall plans and calculations, custom single-family residential homes, building/foundation plans and calculations, park sites, and swimming pools and spas. Geologic hazards present in the Rancho Mission Viejo, Ladera Ranch, Dana Point Harbor, Yorba Linda, and Newport Coast areas include landsliding, global and surficial slope stability, liquefaction and related hazards, and settlement, including deep fill long-term settlement. Services are performed on an as- needed basis as plans and geotechnical reports are submitted to the County. Although the reviews are performed in our offices, we are in communication throughout the review process with County staff, including applicable conference calls and face-to- face meetings as appropriate. We follow strict conformance to turn-around times that have been established for this contract for submittal of our written review comments. Plan check submittals are accessed utilizing the Bluebeam Revu software and comments are uploaded to the County of Orange Land Management System (LMS). Our review services were based on the County of Orange Grading Manual and the Grading and Excavation Code, the current California Building Code, and current standards of practice.	
KOA Corporation		
Eunice Lee, PE City of Anaheim 200 S. Anaheim Blvd, Suite 276 Anaheim, CA 92805 (714) 765-5738 EuLee@anaheim.net	KOA conducted a professional peer review for the December 2019 Traffic Impact Study (Project) prepared by Kimley-Horn for the proposed Victory Baptist Church and Townes at Magnolia development project located at 227 N. Magnolia Avenue in the City of Anaheim. KOA reviewed the traffic analysis methodology, trip generation, trip distribution, level of service calculations and mitigation measures, and other components of the TIS including: Analysis Scenarios and Methodology; Existing Transportation System and Operating Conditions; Existing Plus Project Conditions; Opening Year 2021 (Cumulative) Conditions - Without and With Project; Build-out Year Conditions - Without and With Project; Summary of Project Impacts; Site Access, Circulation and Parking Impacts; and Summary of TIS Findings and Conclusions. KOA also provided a technical memorandum to summarize comments and findings, included QA/QC by KOA's principal staff and additional coordination with the City for up to two (2) public hearings/meetings.	2020-2021
Tina Souza, Management Analyst/Development Services City of Hesperia 9700 Seventh Avenue Hesperia, CA, 92345 (760) 947-1474, tsouza@cityofhesperia.us	The City of Hesperia has received a Caltrans Sustainable Communities Grant to develop a Corridor Enhancement Plan for I Avenue from Ranchero Road to Bear Valley Road. The goal of the project was to develop a plan that would address infrastructure deficiencies, increase capacity, and improve safety and accessibility for all users of the corridor. KOA prepared the base map and conducted community outreach to seek public input on the issues the users were experiencing and the improvements they desired to see. Up to three concept designs were prepared and presented at the community workshops. KOA refined the concepts based on the feedback from the public and prepared the final corridor study report.	2020-2021
David Sargent, Senior Principal City of Orange 300 E. Chapman Avenue Orange, CA 92868 (213) 328-2600 dsargent@sargenttownplanning.com	KOA was part of a consultant team for the North Tustin Street Specific Plan project, providing traffic impact analysis, pedestrian, bicycle, and vehicle access analysis, roadway analysis, vehicle miles traveled (VMT) analysis, and development of potential circulation and safety improvements for the study area. The project included community outreach, data collection, and coordination with multiple City departments. Conceptual design alternatives were developed to identify the potential design and circulation changes within the study area and connections with the surrounding neighborhoods.	2022-Ongoing

Similar Projects

The section provides examples of experience involving similar projects to those needed in the City's RFQ. The projects highlight our local knowledge and experience, operation under on-call contracts, and show our expertise with the entire suite of services likely to be needed by the City of Santa Fe Springs. Below is a selection of recent projects we have worked on that demonstrate the depth and breadth of ECORP to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project. Our ability to manage multiple task orders successfully and directly oversee or collaborate with multidisciplinary project Team members, as well as our track record for implementing cost-efficient solutions for a variety of task orders under on-call contracts, makes ECORP the right choice for the City.

Victorville Wellness Center Campus IS/MND and HUD EA, San Bernardino County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Victorville*

The Project included the construction of a Wellness Center Campus, including supportive housing, on approximately 13.65 acres at 16902 First Street, Victorville, CA 92395. The Project would be constructed in two phases. Phase 1 included 23,360 square feet of building space with 168 beds and supporting services buildings (cafeteria, clinic, laundry, office), 39 parking spaces (27 standard, 4 accessible, 4 EV charging, 4 carpool), bicycle parking, bus stop and associated site improvements (utilities, landscaping, etc.). Phase 2 included a 448 square foot classroom, 3 covered patios totaling 1,376 square feet, landscaping, garden, community farm, dog run, and entry plaza. The Project Site was part of the Old Town Specific Plan (OTSP) area, for which an IS/MND was completed in November 2018. The City applied for HUD funding to support the project. As such, an IS/EA was prepared by ECORP along with HUD-related forms. Technical studies included cultural, biological, air quality, greenhouse gas, noise, and VMT. Because the Project was located within the 100-year floodplain, the HUD 8-Step Process for Projects in a Floodplain or Wetland was also prepared. ECORP also provided pre-construction biological services and is currently proving paleontological monitoring.

On-Call Environmental Services Contract, Costa Mesa, Orange County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Costa Mesa*

ECORP is currently providing on-call environmental support services to the City of Costa Mesa for land use development and entitlement projects. Tasks have included the preparation of CEQA documents, review of applications for completeness, preparation of initial study checklists, evaluation of environmental setting and impacts, and the preparation or review of all technical studies associated with the environmental documents as required. ECORP is also providing assistance to the City with the AB 52 process. ECORP acts as an extension of staff to provide readily available environmental technical expertise and local knowledge to guide the city through the environmental review and permitting process. Example task orders include:

- **Lions Park Improvements IS/MND and Technical Studies.** ECORP prepared an IS/MND for three projects at Lions Park completed in two successive construction phases. Phase 1 included the demolition of the existing Neighborhood Community Center and the construction of a new library in its place. This phase included approximately 2.45 acres of onsite redevelopment, an increase of one acre of usable park open space, and off-site street improvements. Phase 2 included the renovation of the existing Donald Dungan Library to be repurposed as the new Community Meeting Center. An Air Quality/Greenhouse Gas Technical Report was prepared in support of the IS/MND. The IS/MND and Technical Report were completed on an accelerated schedule to meet funding and construction deadlines.

Lions Park in the City of Costa Mesa

- **Vans Building Expansion IS/MND and Technical Studies.** ECORP is preparing an IS/MND with supporting studies for traffic (KOA), air quality/greenhouse gas, noise, Phase I Environmental Site Assessment, and shade/shadow studies for a new 3-story office building of approximately 91,023 sq. ft. and a new four-level parking structure at the Vans Corporate Campus at 1588 South Coast Drive.
- **Audi Fletcher Jones Automotive Center IS/MND and Technical Studies.** An IS/MND and supporting technical studies were prepared for the proposed Audi Fletcher Jones Automotive Center in the City of Costa Mesa. The project consisted of a 50,971 sq. ft. sales and service center for Audi on approximately five acres currently occupied by a retail building. Technical studies prepared by ECORP for this project included air quality/greenhouse gas/noise analyses and energy use. As part of the ECORP Team, KOA prepared the traffic impact study. ECORP also provided tribal cultural resources (AB 52) consultation support to the City as part of the CEQA process.

Third Party Review of Applicant-Prepared CEQA Documents and Technical Studies for Development Projects, Rialto, San Bernardino County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Rialto Planning Department*

ECORP has conducted several peer reviews of applicant-prepared CEQA documents and technical studies for the City of Rialto. Examples include:

- **FedEx Ground Facility.** ECORP provided peer review services for the CEQA IS/MND prepared for the proposed expansion of the FedEx Ground Facility in Rialto. The proposed facility would be in the Rialto Commerce Center in the Agua Mansa Industrial Corridor Specific Plan area, for which an Environmental Impact Report (EIR) was prepared. The Rialto Commerce Center EIR did not analyze the type of use that FedEx proposed in this location;

only high-cube uses were analyzed. The IS/MND was reviewed to determine if it was complete, legally adequate, unbiased, and an objective statement of the proposed project's environmental consequences.

- **Target Warehouse Facility.** ECORP provided peer review services for a CEQA Initial Study prepared for a 500,000-square-foot Target warehouse located within the Renaissance Specific Plan in Rialto. The Initial Study was reviewed to determine if it was complete, legally adequate, unbiased, and an objective statement of the proposed project's environmental consequences. ECORP also assisted the City in determining if the project impacts were addressed under the Renaissance Specific Plan Program EIR or if a new supplemental or focused EIR was required. In addition, the proposed project's consistency with the adopted Renaissance Specific Plan was evaluated.
- **Rialto Bioenergy Facility.** ECORP provided peer review services of the Administrative Draft EIR, Public Draft EIR, and Final EIR in addition to the Air Quality/Greenhouse Gas Technical Study. The Rialto Bioenergy Facility (RBF) would produce 13.38 megawatts (MW) in equivalent electricity of renewable energy from up to 1,080 tons per day of a combination of food waste, liquid waste, and municipal biosolids. Renewable energy would be produced in the form of electricity (3.0 MW) used for sale to Southern California Edison and biogas upgraded for delivery to the Southern California Gas Company (8.2 MW of equivalent power) for use in offsite power generation and vehicle fuels. The Proposed Project would use up to 2.15 MW of equivalent power on-site for its operations. The Proposed Project may also capture adjacent City of Rialto Wastewater Treatment Plant (WWTP) biogas and upgrade it for delivery to Southern California Gas Company.

On-Call Environmental Services Contact, Riverside County

Consultant: *ECORP Consulting, Inc.*
Client: *City of Indian Wells*

ECORP currently holds an on-call contract to provide general environmental services to the city. Under this contract, ECORP conducted a third-party review of the *CV Link Project EIR* as an extension of city staff. The CV Link is a 50-mile, non-motorized, multi-modal transportation path from Palm Springs to Coachella, including the City of Indian Wells, proposed by Coachella Valley Association of Governments. Review focused on land use, transportation, safety, and general compliance with CEQA. Review was completed in less than one week to meet CEQA compliance deadlines. One other project is currently underway:

- **Indian Wells Hospitality Project.** ECORP is preparing an addendum IS/MND for the development of a hotel/resort. This project includes up to 43 acres of onsite redevelopment within the Miles Crossing Specific Plan and up to 34 acres of onsite development within the Indian Wells Crossing Project. Development includes commercial land uses, condominium hotel and residences. Air Quality/Greenhouse Gas and Cultural Resources Technical Reports were prepared in support of the addendum MND.

- **Third-Party Review of the CV Link Project EIR.** ECORP conducted a review of this EIR as an extension of city staff. The CV Link is a 50-mile, non-motorized, multi-modal transportation path from Palm Springs to Coachella, including the City of Indian Wells, proposed by Coachella Valley Association of Governments. Review focused on land use, transportation, safety, and general compliance with CEQA. Review was completed in less than one week to meet CEQA compliance deadlines.

As-Needed Environmental and Cultural Consultant Services Contract, Los Angeles County

Consultant: *ECORP Consulting, Inc.*
Client: *Los Angeles County Public Works*

ECORP is currently providing CEQA/NEPA, biological resources, restoration ecology, regulatory permitting, and cultural resources services to the County at various infrastructure projects throughout the County. Examples of task orders include:

- **Peck Water Conservation Project.** ECORP reviewed the Draft IS/MND for the Peck Road Water Conservation Improvement Project, which was prepared by another consultant. This project includes removal of sediment from an approximately 8-acre area, which Los Angeles County Flood Control District (LACFCD) Water Resources Division is proposing to mitigate by creating habitat around the perimeter of the basin. The IS/MND was reviewed to: 1) verify its consistency with known information collected by ECORP for a trails project in the same location; 2) ensure no conflict of interest for the two projects; and 3) verify its compliance with CEQA (e.g., determine whether the impact analyses make sense with the known resources, the mitigations seem appropriate, etc.).
- **Big Tujunga Wash Mitigation Area.** Since 2007, ECORP has been providing biological services for the County's 245-acre Big Tujunga Wash Mitigation Area near the community of Sunland in Los Angeles County. The credits are used by the County as mitigation for various public works projects in debris basins, reservoirs, and channels throughout Los Angeles County. Services include biological reconnaissance surveys, focused surveys for threatened and endangered species, habitat restoration planning and implementation, invasive plant species eradication, removal of terrestrial and aquatic exotic invasive wildlife species (e.g., brown-headed cowbirds, bullfrogs, and nonnative fishes), agency coordination (USACE, CDFW, USFWS), and public outreach to the local communities who use the site for hiking and equestrian activities. In addition, ECORP processes data provided by the County and data collected during ECORP surveys to provide updated GIS analyses of trails,

> ***"The biologists from ECORP appear to be doing a fantastic job of identifying and addressing management concerns within the [Big Tujunga Wash] mitigation area. I am particularly impressed with the effort that was put forth to control the water lettuce that was discovered in 2011 and to continually remove rock dams as they are constructed in Haines Creek."***
>
> - Christine L. Medak
> Fish and Wildlife Biologist
> USFWS (regarding Big Tujunga Wash Mitigation Area)

restoration areas, and impacts of human uses on site. ECORP staff have conducted formal training sessions for the County's Flood Maintenance Division workers on removing debris and site-user-created rock dams from Haines Canyon Creek in a manner that is safe for the three special-status fish species present in the creek. Biological studies that are conducted periodically on site include focused surveys for least Bell's vireo, southwestern willow flycatcher, arroyo toad, Santa Ana sucker, Santa Ana speckled dace, and arroyo chub.

- **Zuma Beach Restroom #2.** ECORP prepared a Biological Assessment Report (BAR) to support a variance request to the City of Malibu for a new restroom facility at Zuma Beach. The City determined that the location of the Zuma restroom #2 is within 100 feet of an Environmentally Sensitive Habitat Area, a biologically sensitive area designated by the City for protection of natural resources, such as riparian vegetation. A Feasible Alternatives Analysis was also prepared to analyze each of the four proposed facility locations (one preferred and three alternatives) with regard to potential biological impacts to satisfy the City's reporting requirement. ECORP also conducted pre-construction nesting bird surveys and construction monitoring for the project.
- **Devil's Gate Reservoir Sediment Removal Project.** ECORP is providing mitigation planning and regulatory permit services for the Devil's Gate Reservoir Sediment Removal and Management Project. The goal of the project is to restore and maintain the flood capacity of the reservoir to meet its intended level of flood protection for the communities located downstream of the facility. The project involves a comprehensive plan to remove sediment, which will restore the desired flood capacity and will allow for an area in the reservoir that can be managed to maintain the flood control capacity of the reservoir. ECORP evaluated on and offsite locations as potential mitigation sites for the project and conducted CRAM sampling at the mitigation sites. In addition, ECORP conducted a jurisdictional delineation, negotiated the delineation with the USACE, and provided the supplemental documentation for the acceptance of the Preliminary Jurisdictional Delineation (PJD). ECORP prepared the HMMP and contributed to the preparation of the EA in support of the Section 404 permit from the USACE. The HMMP includes a comprehensive program to restore the temporary impact areas, the side slopes, and the adjacent mitigation sites to native habitat after sediment removal and to provide nesting opportunities for federal and state listed bird species. ECORP also provided technical assistance with the Streambed Alteration Agreement (SAA) application and prepared the ITP that was submitted to the CDFW to address potential impacts to state-listed endangered and threatened species. ECORP also participated in extensive agency negotiations in regard to the permit conditions in the ITP and

ECORP is providing litigation support, mitigation planning and regulatory permit services for the Devil's Gate Project

SAA and facilitated meetings with the USACE, CDFW, and USFWS in regard to the impacts and the proposed avoidance and minimization measures designed to protect habitat for federal and state-listed species. ECORP met with the City of Pasadena to discuss aspects of the project and the proposed mitigation and participated in public outreach meetings for the general public and for the City of Pasadena. ECORP is preparing the Long-Term Management Plan for the site and will be preparing the various plans required by the SAA for protecting nesting birds and special-status species and for removing and managing the invasive plant species. ECORP is also providing litigation support services and is preparing an additional CEQA document for the project.

E – FEE SCHEDULE

On the next several pages are the hourly rates for all proposed staff. We have also included fee information for subconsultants.

E.1 ECORP Consulting, Inc. – Schedule of Hourly Rates

Classification[1]	Rate/Hour
Principal V	$412
Principal IV	$345
Principal III	$294
Principal II	$252
Principal I	$237
Professional XI	$252
Professional X	$232
Professional IX	$211
Professional VIII	$196
Professional VII	$180
Professional VI	$170
Professional V	$160
Professional IV	$149
Professional III	$139
Professional II	$129
Professional I	$118
Technician IV	$113
Technician III	$108
Technician II	$98
Technician I	$88
Project Admin III	$129
Project Admin II	$108
Project Admin I	$98

[1]Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.

E.2 Ninyo & Moore – Schedule of Hourly Rates

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 220
Senior Engineer/Geologist/Environmental Scientist	$ 210
Senior Project Engineer/Geologist/Environmental Scientist	$ 200
Project Engineer/Geologist/Environmental Scientist	$ 195
Senior Staff Engineer/Geologist/Environmental Scientist	$ 180
Staff Engineer/Geologist/Environmental Scientist	$ 165
GIS Analyst	$ 145
Technical Illustrator/CAD Operator	$ 120

Field Staff

Certified Asbestos/Lead Technician	$ 200
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 115
Technician	$ 110

Administrative Staff

Information Specialist	$ 100
Geotechnical/Environmental/Laboratory Assistant	$ 100
Data Processor	$ 80

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

E.3 KOA – Schedule of Hourly Rates

KOA Corporation 2024 - 2026 Hourly Billing Rates			
Job Framework Title	**2024**	**2025**	**2026**
Regional Manager	$360	$378	$397
Office Manager I	$330	$347	$364
Program Director I	$300	$315	$331
Project Manager III	$300	$315	$331
Project Manager II	$250	$263	$276
Project Manager I	$200	$210	$221
Engineer IV	$300	$315	$331
Engineer III	$250	$263	$276
Engineer II	$200	$210	$221
Engineer I	$180	$189	$198
Engineer Associate II	$160	$168	$176
Engineer Associate I	$140	$147	$154
Planner IV	$200	$210	$221
Planner III	$180	$189	$198
Planner II	$160	$168	$176
Planner I	$140	$147	$154
Designer III	$180	$189	$198
Designer II	$160	$168	$176
Designer I	$140	$147	$154
Construction Engineer III	$230	$242	$254
Construction Engineer II	$210	$221	$232
Construction Engineer I	$160	$168	$176
Inspector III	$160	$168	$176
Inspector II	$150	$158	$165
Project Services Coordinator III	$140	$147	$154
Project Services Coordinator II	$120	$126	$132
Project Services Coordinator I	$100	$105	$110
Intern	$95	$100	$105

General Provisions:

- Project reimbursable expenses are billed at cost.
- Project expenses include Non-commuter automobile mileage ($0.67 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- Telephone, equipment, and fax are included in the above hourly costs.
- Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.

APPENDIX A – STAFF RESUMES

Jesus "Freddie" Olmos

Program Manager/Principal Environmental Planner (Professional X)

Mr. Olmos' 25 years (18 with ECORP) of professional experience involves California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Environmental Assessments (EAs), and Findings of No Significant Impact (FONSIs), including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects.

Proficient in oral and written Spanish. Mr. Olmos is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

Education

B.A., Environmental Analysis & Design, with a minor in Urban & Regional Planning, University of California, Irvine

Registrations, Certifications, Permits and Affiliations

- Advanced NEPA Workshop, National Association of Environmental Professionals
- Caltrans Environmental Compliance Training Course for Local Agency Partners and Consultants – Categorical Exemptions and Categorical Exclusions, Caltrans
- American Planning Association, Member
- Association of Environmental Professionals, Member

Professional Experience

As Needed Environmental Consultant Services Contract, Los Angeles County – Los Angeles County Department of Parks and Recreation. Program Manager. ECORP provided environmental consulting services to the Los Angeles County Department of Parks and Recreation on an on-call basis. CEQA/NEPA, biological resources, cultural resources, air quality, greenhouse gases, noise, and regulatory permitting services were provided for parks, trails, and other community recreation facilities. Task orders completed under this contract included:

- Investigation of Lead in Surface Soil and Dust Results Summary: Bodger Park, Lennox Park, and Jesse Owens Community Regional Park
- Investigation of Algal Bloom at Apollo Community Regional Park
- Placerita Creek Restoration Project – Biological & Cultural Resources Technical Studies
- Various Park Improvements at Stephen Sorensen Park – IS/MND

- Devil's Punchbowl Bobcat Fire Recovery Project – Fire Recovery Plan

On-Call Environmental Services for the City of Costa Mesa, Orange County – City of Costa Mesa. Program Manager for an on-call environmental support services contract to the City of Costa Mesa for land use development and entitlement projects, including public works projects. Tasks include the preparation of CEQA documents, review of applications for completeness, preparation of initial study checklists, evaluation of environmental setting and impacts, and the preparation or review of all technical studies associated with the environmental documents as required. ECORP acts as an extension of staff to provide readily available environmental technical expertise and local knowledge to guide the City through the environmental review and permitting process.

Puente Hills Landfill Park Master Plan Program EIR, Los Angeles County – Los Angeles County Department of Parks and Recreation as a Sub to Withers and Sandgren. Project Manager. The County of Los Angeles Department of Parks and Recreation (DPR) proposed to develop a Master Plan for the Puente Hills Landfill "fill" areas and other suitable non-fill areas within the Los Angeles County Sanitation Districts' Puente Hills landfill property. The project would convert the former landfill to a recreational facility area consisting of park use, including but not limited to: multi-use trails, open space areas, interpretive features, and other amenities that would provide benefits to local and regional communities. The project area boundary included 1,365 acres, with project physical design occurring on approximately 142 acres. ECORP was involved in the public outreach meetings and offered Spanish-English bilingual services. The following supporting studies were also prepared: biological, cultural, agronomy, and regulatory permitting.

Programmatic EIR for the Emerald Necklace Project, Los Angeles County – Watershed Conservation Authority as a Sub to Withers & Sandgren. Project Manager for the Programmatic EIR. The Watershed Conservation Authority (WCA) which is a joint powers authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) proposed improvements to a 17-mile interconnected network of bikeways, multi-use trails, parks, greenways, and bridges along the Rio Hondo and San Gabriel River known as the Emerald Necklace. The regional recreational system of parks and trails includes the cities of Irwindale, Arcadia, Baldwin Park, El Monte, South El Monte, Whittier, Montebello, Monrovia, Rosemead, and the surrounding communities. The goal of the WCA was to construct 16 projects within the Emerald Necklace under its jurisdiction as identified in the 2005 Emerald Necklace Vision Plan. When complete, the Emerald Necklace would offer improved regional connectivity between the north and the south communities and provide education opportunities for the community through interpretative signage containing information about the rivers, their habitats and cultural heritage. Technical reports for biological and cultural resources were prepared in addition to air, greenhouse gases, noise, and traffic studies. Services also included public outreach efforts during scoping and stakeholder meetings. Notices were provided in bilingual Spanish-English and Spanish speaking staff were available during the public meetings. Regulatory permitting requirements were identified as part of the feasibility study phase of the project.

CEQA/NEPA and Caltrans Environmental Documentation for the Ontario Avenue Widening Project, Riverside County – City of Corona as a Sub to KOA Corporation. Project Manager for the CEQA IS/MND, NEPA CE, and associated technical studies. The City of proposed to widen Ontario Avenue at Interstate 15 (I-15) from the intersection of Ontario Avenue with Compton Avenue to the intersection of Ontario Avenue with State Street. The improvements were intended to address existing and future traffic deficiencies associated with existing and future commercial and residential development in the City. The City applied for a federal *Rebuilding American Infrastructure with Sustainability and Equity* (RAISE) Grant adminstered by the Caltrans Local Assistance Program. ECORP prepared the Natural Environment Study – Minimal Impacts (NES-MI), Air Quality/Greenhouse Gas Assessment, Noise Analysis Report, Phase I Environmental Site Assessment, Cultural Resources documents (APE, ASR, HPSR), and Paleontological Assessment. All documents were prepared per Caltrans' Local Asssistance Procedures Manual and Standard Environmental Reference in an expedited timeframe to meet funding requirements set by Caltrans and the RAISE Grant.

Rialto Bioenergy Facility Peer Review, San Bernardino County – City of Rialto. Project Manager. Provided peer review services of the Administrative Draft EIR, Public Draft EIR, and Final EIR in addition to the Air Quality/Greenhouse Gas Technical Study. The Rialto Bioenergy Facility (RBF) would produce 13.38 megawatts (MW) in equivalent electricity of renewable energy from up to 1,080 tons per day of a combination of food waste, liquid waste, and municipal biosolids. Renewable energy would be produced in the form of electricity (3.0 MW) used for sale to Southern California Edison and biogas upgraded for delivery to the Southern California Gas Company (8.2 MW of equivalent power) for use in offsite power generation and vehicle fuels. The project would use up to 2.15 MW of equivalent power on-site for its operations. It had the potential to also capture adjacent City of Rialto's Wastewater Treatment Plant (WWTP) biogas and that was upgraded for delivery to Southern California Gas Company.

Flint Canyon Wash Trail Restoration Project, Los Angeles County – City of La Canada Flintridge as a Sub to PACE. Project Manager. Managed the preparation of the IS/MND, biological resources assessment, cultural resources technical report, and an aquatic resources delineation. In support of the IS/MND, assisted the City with AB 52 tribal cultural resources consultation and regulatory permitting with the USACE, SWRCB, and CDFW. The project included improvements to a 1000-foot section of the Flint Canyon Wash Trail (trail) and the preparation of plans and specifications to prevent stream flows from eroding and undercutting the slope of the trail. The 2.4-mile-long trail is located in the Flintridge area of the City, connecting Hahamongna Watershed Park (formerly Oak Grove Park) located in the City of Pasadena to the east. The trail was eroded on its downslope due to severe rainstorms and runoff from the Flint Wash located below the trail. In 2009 the City completed extensive repairs with grant funds to the eroded areas on the upslope of the trail. Although the upslope was repaired, the downslope continued to erode. The project was funded by a Proposition 68 Santa Monica Mountains Conservancy Grant. In order to comply with the Grant requirements, the project had to be completed by December 31, 2020.

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Margaret Partridge, AICP, ENV SP

Senior Environmental Planner (Professional VII)

Ms. Partridge has 19 years (3 with ECORP) of experience in community and environmental planning in both the public and private sectors as a city planner and as an environmental planner for residential, commercial, industrial, mixed-use, and specific plan projects. Her areas of expertise include CEQA, EIRs, Initial Studies, MNDs, and land use research. Additionally, she is trained in environmental analysis for a variety of project types and has experience conducting current planning and permit work for local cities.

Education

M.A., Urban and Regional Planning, University of California, Irvine

B.A., Environmental Analysis and Design, Minor in Global Sustainability, University of California, Irvine (Phi Beta Kappa, Cum Laude)

Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP)
- LEED Green Associate
- Envision Sustainability Professional (ENV SP)
- American Planning Association
- Association of Environmental Professionals
- U.S. Green Building Council

Professional Experience

San Gabriel Valley Habitat for Humanity Project, Los Angeles County – City of Baldwin Park (2022-2023). As Project Manager Ms. Partridge oversees the analysis of the Project in compliance with CEQA. The Project Applicant, San Gabriel Valley Habitat for Humanity, (SGV Habitat) is proposing a 12-unit townhome style multifamily residential development at 12779 Torch Street in the City of Baldwin Park. The Project Site is approximately 0.75 acres. The proposed Project would require a merger of five existing contiguous lots. The Project Site is currently zoned and has a General Plan designation of single-family residential. Therefore, a Zone Change and General Plan Amendment would be required for the Proposed Project. The site plan includes three separate buildings comprised of four units each. Ms. Partridge is serving as the CEQA Project Manager for this Project.

Xenia Multi-Family Residential Project, Riverside County – City of Beaumont (2022-2023). As Project Manager, Partridge oversaw the preparation of the Administrative Draft IS/MND document. The Project is located in the City of Beaumont. The Proposed Project consists of constructing 16 apartment buildings, totaling 192 multi-family residential dwelling units, on approximately 10.93 acres.

Grace Church Remodel and Griffin Senior Living Community Project (2022-2023). As Project Manager, oversaw the Draft IS/MND distribution and the preparation of the Final IS/MND document. Griffin Living proposes to design, develop, build, own, and operate the Laguna Niguel Senior Living Center. Griffin Living is also assisting Grace Church of Laguna Niguel in the redesign, remodel, and renovation of their existing church facilities. The Project proposes to subdivide the existing 5.34-acre parcel into two new parcels. Parcel 1 would include Grace Church on 1.65 acres; Parcel 2 would include the Griffin Senior Living Community on 3.69 acres. The Project would construct a proposed two-story, 108-unit senior living facility with an approximately 24,000 square foot basement parking garage.

OC Loop Bike Trail, Segments O, P, and Q Project, Los Angeles and Orange Counties – OC Public Works (2019-2021). Project Manager for this transit project which proposed development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, spanning the cities of La Mirada, Buena Park, and Cerritos, California. Responsible for reviewing and coordinating the preparation of an IS/MND and NEPA Categorical Exclusion. Oversaw the preparation and distribution of the IS/MND. After the release of the IS/MND for public review, the applicant changed the project scope. Managed updating the IS/MND and the recirculation efforts. The project was approved by the County of Orange in October 2021.

Adams Avenue Affordable Housing Development, Riverside County – City of Murrieta (2021-2022). Project Manager for this project and was responsible for overseeing the preparation of a CEQA IS/MND and NEPA CE. This project proposed development of 200 units within two multi-family housing buildings and one senior housing building. The IS/MND was adopted by the City of Murrieta Planning Commission in January 2022.

Santa Angelina Senior Apartment Homes, Orange County – National Community Renaissance (National CORE) (2019-2021). As Project Manager oversaw the preparation of an IS/MND for the proposed development of 65 senior apartment homes in two-story residential buildings. Responsible for overseeing the preparation and public distribution of an IS/MND for the project. The IS/MND was adopted by the City of Placentia in January 2021.

Seven Unit Residential Subdivision Project, Los Angeles County – City of West Covina (2017-2018). As Project Manager, assisted with the preparation of the IS/MND, authoring the Project Description, Aesthetics, and Mandatory Findings of Significance sections. This project proposed development of a seven-unit, multi-family subdivision as well as a tentative tract map, precise plan and variance. This project was approved by the City of West Covina in October 2018.

CEQA Documentation for a Mixed-Use Project, Walnut, Los Angeles County – City of Walnut (2022-2023). As Project Manager, Ms. Partridge coordinated the management of the CEQA document for this Project. The Project proposes development of the proposed Walnut Mixed-Use Project on vacant land at the southeast corner of La Puente Road and Grand Avenue. The Project proposes 9 residential buildings (42 townhome units), and four one-story restaurant/retail buildings on 5.06 gross acres (4.11 net acres).

Anne Surdzial, AICP

QA/QC Manager (Principal II)

Ms. Surdzial is an environmental analyst with more than 30 years (20 with ECORP) of experience in the planning field. She has prepared and managed the preparation of ISs/EAs and EIRs/EISs for a variety of projects subject to review under CEQA and NEPA. As Director of CEQA/NEPA Services for ECORP, she is responsible for ensuring consistency and quality of all CEQA and NEPA products companywide. As Operations Manager for ECORP's full-service Inland Empire office, she is responsible for a staff of environmental analysts, biologists, archaeologists, GIS analysts, and support staff. Her expertise includes management of large, on-call environmental programs for public agencies, requiring the completion of multiple, simultaneous task orders and management of multiple internal project teams and subcontractors. Much of her experience focuses on the environmental analysis of water, wastewater, transportation, and energy infrastructure projects for a variety of federal, state, regional and local agencies; and private clients. She is also experienced in land use planning and historic preservation issues and has worked for public planning departments.

Education

B.S., Environmental Science, University of California, Riverside

Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners (AICP), July 1994, Certificate No. 11097
- Awards Jury Member, California Association of Environmental Professionals State Awards Program (2012, 2016-2024)
- Association of Environmental Professional CEQA workshops, updated annually
- American Planning Association
- Association of Environmental Professionals
- Association of Women in Water, Energy, and Environment Virtual Events Team (2020-2022)

Professional Experience

Puente Hills Landfill Park Master Plan Program EIR, Los Angeles County – Los Angeles County Department of Parks and Recreation as a Sub to Withers and Sandgren. QA/QC for an Environmental Impact Report for the Puente Hills County Regional Park. The County of Los Angeles Department of Parks and Recreation (DPR) proposed to develop a Master Plan for the Puente Hills Landfill "fill" areas and other suitable non-fill areas within the Los Angeles County Sanitation District's Puente Hills Property. The project would convert the former landfill to a recreational facility area consisting of park use, including but not limited to: multi-use trails, open space areas, interpretive features, and other amenities that would provide benefits to local and regional communities. The project area boundary included 1,365 acres, with project physical design occurring on approximately 115 acres. ECORP was involved in the public outreach meetings

and offered Spanish-English bilingual services. The following supporting studies were also prepared: biological, cultural, agronomy, and regulatory permitting.

CEQA Litigation Support for Devil's Gate Reservoir Restoration Project, Los Angeles County – Los Angeles County Public Works. QA/QC responsible for coordinating the project between the Los Angeles County Flood Control District (County) staff, County Counsel, and ECORP technical experts to provide support for the challenge to the CEQA EIR for the project, which was prepared for another consultant. Tasks included coordination with County staff and County legal counsel to prepare and recirculate portions of the EIR in accordance with a Court Order in a very tight time frame.

On-Call Environmental Services for the City of Costa Mesa, Orange County – City of Costa Mesa. QA/QC Manager for an on-call environmental support services contract to the City of Costa Mesa for land use development and entitlement projects, including public works projects. Tasks include the preparation of CEQA documents, review of applications for completeness, preparation of initial study checklists, evaluation of environmental setting and impacts, and the preparation or review of all technical studies associated with the environmental documents as required. ECORP acts as an extension of staff to provide readily available environmental technical expertise and local knowledge to guide the City through the environmental review and permitting process.

Third Party Review Services for Mount San Antonio College EIRs, Los Angeles County – City of Walnut. QA/QC for professional peer review services for two Environmental Impact Reports (EIRs) and their supporting technical studies for two projects at Mount San Antonio College (Mt. SAC): the west parcel solar project and the physical education project. Mt. SAC is located within the City of Walnut, and the City requested these professional review services to ensure that the CEQA documents and technical studies adequately addressed impacts to City services and residents. ECORP reviewed the scoping Initial Study/Notice of Preparation, Draft EIR, Final EIR and the following technical studies: air quality/greenhouse gas, noise, water quality, biological resources, and cultural resources. ECORP managed subconsultant review of the geotechnical and slope analysis report and traffic/parking study.

As-Needed Environmental and Regulatory Permit Services, Los Angeles County – Los Angeles County Public Works, Architectural Engineering Division. Program Manager for an on-call environmental services contract. Services include CEQA/NEPA, biological resources, cultural resources, and regulatory permitting services for a variety of County buildings and facilities throughout Los Angeles County. Task orders included:

- Vermont Corridor Development CEQA and Environmental Support
- Fire Camp 16 Life Safety Improvements Project
- Historical Interpretive Display Sign for Harbor-UCLA Medical Center
- Consumer Affairs Hall of Records Tenant Improvement Project
- Afflerbaugh-Paige Wastewater Treatment System Demolition Project
- Sheriff's Department Emergency Vehicle Operations Center Peer Review

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Sonia Sifuentes, M.S., RPA

Cultural Resources Task Manager (Professional VI)

Ms. Sonia Sifuentes, M.S., is a Registered Professional Archaeologist with over 17 years (2 with ECORP) of archaeological experience in cultural resources management, with an emphasis on the archaeological investigations, compliance, analysis, and evaluation of cultural resources. Ms. Sifuentes meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. She has experience in managing large-scale archaeological projects, including inventory survey, feature mapping, subsurface testing, data recovery, artifact analysis, and evaluation process. Ms. Sifuentes has a strong understanding of the evaluation of impacts to cultural resources for California Environmental Quality Act (CEQA) and National Historic Preservation Act (NHPA) Section 106 projects, as well as Native American Heritage Commission (NAHC) correspondence and Tribal coordination and consultation assistance. She has contributed to and authored numerous cultural resources technical reports, research designs, and cultural resource management plans.

Education

M.S., Archaeology of the North, University of Aberdeen at Aberdeen, Scotland

B.A., Anthropology with minors in Gender Studies and News Media and Society, University of Southern California

Registrations, Certifications, Permits and Affiliations

- Register of Professional Archaeologists, No. 49570530
- California Historical Resources Information System (CHRIS) Authorized User
- Society for California Archaeology
- Bureau of Land Management, California Archaeological Investigations Permit-Field Director
- American Safety & Health Institute CPR, AED, and First Aid for Adults

Professional Experience

Westside Area Plan and EIR, Los Angeles County – Los Angeles County as a Sub PlaceWorks, Inc.
Cultural Resource Task Manager in charge of archaeological oversight and management of the archaeological sections of the EIR for the Westside Area Plan, which entailed updated database searches of all archaeological resources databases for the entire Westside Area Plan, outlining and explaining the federal, state, and local cultural resources laws and guidelines, and describing the overall state of archaeological resources in the Westside Area Plan in a non-technical, public document.

Redlands Retail Development Project, San Bernardino County – Kimley-Horn and Associates, Inc.
Principal Investigator and Senior Archaeologist tasked with the oversight of the 8.76-acre cultural resources inventory for retail development in City of Redlands. Duties include management of cultural resource tasks, client coordination, management of field archaeologists, and oversight of report authorship.

Devil's Punchbowl Nature Center Project, Los Angeles County – County of Los Angeles Department of Parks and Recreation as a Sub to Withers & Sandgren. Principal Investigator and Senior Archaeologist tasked with the oversight of the 14-acre cultural resources inventory for new improvements and development in Los Angeles County. Duties include management of cultural resource tasks, client coordination, federal coordination and permit process with U.S. Forest Service Angeles National Forest, management of field archaeologists, and report authorship.

Capital Preventive Maintenance Project, Los Angeles County – Caltrans District 7 as a Sub to Parsons. Senior Archaeologist for the archaeological survey and Extended Phase I (XPI) of a segment of SR-1 between Post Mile (PM) 35.15 and PM 47.1 in Los Angeles County for pavement rehabilitation, removal and reconstruction of damaged pavement sections, replacement of damaged loop detectors, upgrading 19 ramps to Americans with Disabilities Act (ADA) compliance, relocating traffic signals and electrical boxes, and upgrading Metal Beam Guardrails (MBGR). Duties include management of cultural resource tasks, client coordination, tribal coordination, management of field archaeologists for both survey and XPI efforts, and report authorship.

Grace Church Remodel and Senior Living Facility Project, Orange County – City of Laguna Niguel. Senior Archaeologist tasked with AB 52 consultation assistance and technical report writing for the project for residential and improvements development.

Children's Foster Village Project, Palmdale, Los Angeles County – SOS Children's Village California. Principal Investigator and Senior Archaeologist tasked with the oversight of a 5-acre cultural resources inventory in the City of Palmdale, Los Angeles County for housing development. Project Duties include management of cultural resource tasks, client coordination, management of field archaeologists, and oversight of report authorship.

McCall Boulevard Widening Project, Riverside County – City of Menifee. Principal Investigator and Senior Archaeologist tasked with the oversight of a 15.852-acre cultural resources inventory for widening efforts for a major street in the City of Menifee, Riverside County. Duties include management of cultural resource tasks, management of field archaeologists, and oversight of report authorship.

Los Angeles Clean Fuels Terminal, LLC Project, Los Angeles County – USD Clean Fuels/Plastic Express. Principal Investigator and Senior Archaeologist tasked with the oversight of a 9-acre cultural resources inventory in the City of Pico Rivera, Los Angeles County for fuel terminal development. Project Duties include management of cultural resource tasks, client coordination, management of field archaeologists, oversight of site records, and oversight of report authorship.

Riverside Chicago Avenue Project, Riverside County – County of Riverside Planning Department. Senior Archaeologist tasked with tribal notification outreach and technical report review for a residential development project in the unincorporated community of Woodcrest, Riverside County.

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Stacie Tennant

Biological Resources Task Manager (Professional VIII)

Ms. Stacie Tennant has 27 years (3 with ECORP) of experience as a Wildlife Biologist/Project Manager. She has extensive experience in conducting and coordinating focused surveys; reconnaissance surveys; processing resource agency permits; and managing projects for multiple industries including transportation, water, electric utilities, and private development. She has authored and managed the development of biological resources sections of numerous Environmental Impact Reports (EIRs); Initial Study/Mitigated Negative Declaration's (IS/MND's); Biological Technical Reports; Biological Assessments; Natural Environment Studies (NESs); focused survey reports for sensitive species; and mitigation monitoring reports. She is experienced in the implementation of field programs to track, report, and support compliance requirements and mitigation measures.

Education

B.S., Environmental Biology (Minor in Chemistry), California State University Northridge

Professional Experience

Federal As-Needed Environmental Compliance Services for Programs Development Division, On-Call Contract Planning/CEQA Staff Augmentation Services, Riverside County – City of Wildomar as a Sub to PlaceWorks. Project Manager responsible for coordinating with City planning and engineering staff and serving as extension of staff to address biological and MSHCP compliance issues. Project Duties include management of biological resource tasks, client coordination, management of field biologists, and oversight of report authorship.

On-Call Environmental Services Federal Contract, Los Angeles County – Los Angeles County Public Works. Task Manager/Senior Wildlife Biologist in support of Los Angeles County Public Works (LACPW) contract providing environmental documentation services (IS/MNDs and EIRs), regulatory permit services, environmental permit compliance services, focused plant and wildlife surveys, pre-construction nesting bird surveys, biological monitoring services, and environmental mitigation services for Federal projects or federal-aid or state funded projects. Task orders awarded under this contract have included:

- Biological Support Services for the Little Tujunga Road at Mile Marker 15.57
- Environmental Services for Bridge Preventive Maintenance Program Group 25

Biological Resources Assessments, Breeding Bird Surveys, and Preconstruction Surveys at Los Angeles County Debris Basins – Los Angeles County Public Works. Project Manager responsible for overseeing all aspects of the project, including assigning biologists to conduct surveys, evaluating results of surveys, and communicating with the LACPW project manager.

Westside Area Plan and EIR, Los Angeles County – Los Angeles County, Department of Regional Planning as a Sub to PlaceWorks. Project Manager and Senior Wildlife Biologist for the Westside Area Plan Project which aims to streamline and update existing County regulations in seven communities within LA County's Westside Planning Area to encourage more housing development, historic preservation, and

multi-modal transportation. Project Duties include management of biological, cultural, and paleontological resource tasks, noise monitoring tasks, client coordination, and oversight of report authorship.

Meadow Pass Road Extension Project, Los Angeles County – City of Walnut. Project Manager for overseeing protocol-level surveys for least Bell's vireo at the project's offsite mitigation area and provided environmental services to the City of Walnut in support of attaining agency sign-off for the Project's mitigation areas. ECORP provided environmental services in the form of annual reporting, protocol least Bell's vireo surveys, revising the Project's supplemental Habitat Mitigation and Monitoring Plan (HMMP), revising the Project' s long-term management plan and conservation easement documents.

Santa Fe Basin and San Gabriel River Flood-Control Channel Projects As-Needed Biological Services Contract, Los Angeles County – Los Angeles County Public Works. Project Manager and Biologist for the Santa Fe Basin and San Gabriel River Flood-Control Channel projects for the LADPW. Conducted reconnaissance-level biological surveys for the presence/absence of the least Bell's vireo, southwestern willow flycatcher, coastal California gnatcatcher, and San Diego horned lizard within the Santa Fe Basin in Irwindale and portions of the San Gabriel River Flood-Control Channel in Azusa.

Biological Resources Services for the Clairmont and Navajo Storm Drain Replacement Project, San Diego County – City of San Diego. Project manager responsible for coordinating biological resource services in support of the replacement of storm drains and curb inlets. Managed the biological reconnaissance survey, focused survey efforts for special-status plants and wildlife, Biological Resources Report in compliance with MSCP guidelines and other supporting studies and documents.

White Point Landslide Project Biological Services, Los Angeles County – City of Los Angeles as a Sub to Shannon & Wilson, Inc. Project Manager for the White Point Landslide project, responsible for assigning biologists to conduct focused surveys, construction monitoring, and coordinating with construction contractors to ensure compliance with permit conditions and conducting nesting bird/raptor surveys.

Edinger Avenue Bridge Replacement, Orange County – OC Public Works. Project Manager for a Bridge Replacement Project in the City of Huntington Beach from design planning, project execution until project completion. Oversaw all biological surveys including focused surveys for special status plant and wildlife species. Wrote the Natural Environmental Study (NES) pursuant to Caltrans guidelines, the biological resources section of an IS/MND, and the Biological Assessment (pursuant to USFWS Section 7 Consultation). Obtained all the permits for the project (i.e., 1602 permit, Nationwide Permit, Coastal Development Permit). Served as the main point of contact for the Project Construction Manager hired by the County of Orange and oversaw the environmental compliance program.

Santa Ana River Interceptor (SARI) Rock Removal Project, Orange County – Orange County Sanitation District. Project Manager for the Santa Ana River Interceptor (SARI) Rock Removal Project located along the Santa Ana River in Orange County from project execution to project completion. Project Duties included management of biological resource tasks, client coordination, management of field biologists, and oversight of report authorship.

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Seth Myers

AGNE Task Manager (Professional VIII)

With 19 years (7 with ECORP) of experience as an environmental planner and air quality/noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, greenhouse gas emissions, and noise analyses and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools.

Education

B.A., Environmental Studies and Planning (Minor in Biology), Sonoma State University, California

Registrations, Certifications, Permits and Affiliations

- SoundPLAN Software and Noise Modeling Seminar Certification
- FAA Noise and Air Emissions Trainings: Noise and Emissions Fundamentals, Aviation Environmental Design Tool (AEDT, U.S. Department of Transportation Volpe Center)
- AERMOD Gaussian Plume Air Dispersion Model Certification (Lakes Environmental)

Professional Experience

Virginia Robinson Gardens Operational Changes Project, City of Beverly Hills – County of Los Angeles Department of Parks and Recreation. Assessed potential noise impacts associated with several operational changes proposed at the existing facility, most notably an increase in the number of special events (e.g., weddings, banquets, etc.) allowed to occur. The key environmental issue included the potential increase in ambient noise as a result of the proposed increase in special events held at the Gardens. The noise analysis included a substantial amount of 3-D noise modeling to account for myriad of potential special events that could occur.

4097 Temple City Boulevard Industrial Facility Project, Los Angeles County – City of El Monte as a Sub to Michael Baker International. Assessed air quality (including potential health risks), greenhouse gas emissions, energy consumption and noise associated with the proposal to demolish existing warehouse facilities and develop a 100,465 square foot warehouse space, consisting of warehouse, office, and mezzanine spaces. The Project also proposes a service yard with 13 loading docks and cooler facilities located at the northern boundary of the Project Site. Key environmental issues included the potential exposure of adjacent residences to elevated noise levels and substantial concentrations of air toxics.

Pitchess Detention Center (PDC) New Deep Well, Los Angeles County – Los Angeles County Public Works. Assessed air quality, greenhouse gas emissions, and energy consumption for the Pitchess Detention Center (PDC) New Deep Well (Project), which includes the development of a new water supply

well and associated 8,000-foot-long pipeline at the Los Angeles County Sheriff's Department (LASD) PDC located on Buscailuz Drive in northwestern Los Angeles County between the community of Castaic and City of Valencia. This assessment was prepared using methodologies and assumptions recommended in the rules and regulations of the South Coast Air Quality Management District (SCAQMD).

Vans Building Expansion Project, Orange County – City of Costa Mesa. Analyzed the potential emissions and noise-related effect of the proposal to construct a three-story, 91,023-square foot office building approximately 40 feet north of the existing Vans headquarters building, and a four-level parking structure reaching three stories and accommodating 354 parking spaces at the northeast portion of the campus. The Project would also include the installation of a half-pipe skate ramp just west of the proposed office building, as well as an amphitheater just east of the proposed office building and just south of the proposed parking garage.

Grace Church Remodel and Griffin Senior Living Community Project, Orange County - City of Laguna Niguel. The Proposed Project aims to divide a 5.34-acre parcel into two separate parcels. Parcel 1 would comprise the current Grace Church situated on 2.00 acres, while Parcel 2 would feature a new senior living facility called the Griffin Senior Living Community, consisting of 108 units on 3.34 acres. As part of the Initial Study, preparing the noise analysis derived on a study conducted by another firm. Additionally, prepared the Air Quality and Greenhouse Gas Emissions Assessment.

CEQA-Level Air Quality Analysis Training, Los Angeles County – Los Angeles County Public Works. Since the CEQA environmental topic area of air quality is constantly evolving in terms of methodological components necessary to be considered adequate, conducted a training seminar for County Public Works staff to provide an advanced understanding of air quality analysis preparation in CEQA documents. This training focused on the questions that need to be addressed on a project-by-project basis as well as the tools/techniques available to address them.

Flint Canyon Wash Trail, Los Angeles County – La Cañada Flintridge as a Sub to PACE. The Flint Canyon Trail is a 2.4-mile-long trail running through the Flintridge area of the City, connecting Hahamongna Watershed Park (formerly Oak Grove Park) located in the City of Pasadena on the east. The section of trail that runs along the lower portion of Flint Wash between Berkshire Place and Oak Grove Drive has experienced significant erosion problems. Analyzed the potential air quality, greenhouse gas emissions, energy consumption, and noise effects of restoring the trail.

13131 Los Angeles Street Industrial Project, Los Angeles County – City of Irwindale. Analyzed potential noise, greenhouse gas, and air quality impacts, including potential health risks, associated with the construction of a standalone concrete tilt-up, 528,710-square-foot building in Irwindale. Key environmental issues included the generation of heavy-duty truck noise in Irwindale, Baldwin Park, and Arcadia, the generation of large amounts of greenhouse gases and criteria air pollutants, and potential health risks connected with the exposure of Project diesel particulate matter. Also responsible for responding to public comments as part of the Final EIR process.

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Samantha Alfaro

Assistant Environmental Planner (Professional I)

Ms. Alfaro's experience includes California Environmental Quality Act (CEQA) analysis and preparation of CEQA documents such as Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, and Categorical Exemptions. She also has experience with National Environmental Policy Act (NEPA) documents including Categorical Exclusions and Environmental Assessments. Ms. Alfaro's project work includes utility (e.g., reservoirs, pump stations, water lines), transportation (e.g., roadways, bicycle paths, pedestrian paths), warehouse, and housing projects. Ms. Alfaro has assisted with biological and regulatory documents for projects throughout California, including biological technical reports, feasibility reports, and resources assessments.

Education

B.A., Environmental and Ocean Science, minor in Economics, University of San Diego

Professional Experience

CEQA IS/MND and Technical Studies for Various Park Improvements at Stephen Sorensen Park, Los Angeles County – County of Los Angeles, Department of Parks and Recreation (2020 – 2021). Assisted with newspaper circulation for notices and with public hearing preparation for the Initial Study/Mitigated Negative Declaration (IS/MND) as required under CEQA. ECORP is responsible for preparing the IS/MND supported by technical studies, including a biological resources survey, geotechnical report and test borings, archaeological monitoring of geotechnical testing, Native American monitoring of geotechnical testing, cultural resources report, traffic study, air quality/GHG assessment, and a noise and vibration assessment. The County of Los Angeles Department of Parks and Recreation proposes to develop new park amenities at Stephen Sorensen Park, including a skate park, gazebo/stage structure, fitness zone with shade structure, shade structure for existing playground, and associated ADA improvements. The park is approximately 100 acres located in the unincorporated community of Lake Los Angeles.

Crystal Windows West Coast Headquarters Project, Los Angeles County – City of Temple City as a Sub to Michael Baker International (2023). Environmental Planner responsible for the preparation of the air quality, greenhouse gas, noise, and energy sections of the Environmental Impact Report (EIR). The Project involves the consolidation of four Assessor Parcel Numbers into two lots and the development of both lots with a 350,000 square foot window manufacturing and distribution center.

Oak Avenue Residential Project, Los Angeles County – City of Temple City as a Sub to Michael Baker International (2023). Environmental Planner responsible for the preparation of the Air Quality and Greenhouse Gas Assessment and the Energy Consumption Assessment. The Project proposes the subdivision of the existing six parcels to create 23 new single-family lots, 3 private access roads, and underground utility installation onsite.

Devil's Gate Reservoir, Los Angeles County – Los Angeles County Public Works as a Sub to Ericsson-Grant, Inc. (2022). Environmental Planner that provided Spanish translations for the Worker Environmental Awareness Training (WEAT) presentation and pamphlet. The Devil's Gate Reservoir Sediment Removal and Management Project would restore and maintain the flood capacity of the reservoir to meet is intended level of flood protection for the communities located downstream of the facility.

Road M 1/2 Rehabilitation and Reconstruction Project, Glenn County – City of Orland (2023). Environmental Planner responsible for analyzing the environmental topics of air quality, greenhouse gas emissions, energy consumption, and noise for the Project's Initial Study/Mitigated Negative Declaration (IS/MND). The Project proposes to demolish and reconstruct County Road M 1/2 to improve the appearance and function of the road. Improvements include resurfacing, new curb and gutter, improvement in utilities function, and a new sidewalk on the west side of the road.

Piner Road Project, Sonoma County – Curtis Clemmer (2023). Environmental Planner assisting with the air quality, greenhouse gas emissions, and noise sections of the Project's Initial Study/Mitigated Negative Declaration (IS/MND). The Project proposes the development of the Redwood Oaks Village residential multiuse complex which would construct 73 units with 53 attached garages.

Bowtie Development Project, Los Angeles County – California Department of Parks and Recreation (State Parks) (2023). Environmental Planner assisting with preparation of the Initial Study/Mitigated Negative Declaration (IS/MND). State Parks proposes redevelopment of the northern portion of a former rail yard into publicly accessible urban greenspace. The greenspace would include habitat restoration and enhancement; viewing opportunities for local wildlife; walking, jogging, and biking trails; shaded picnic areas; historical, cultural, and environmental programming; and unstructured play areas.

San Luis Rey Training Center Biological Study at Graded Areas, Los Angeles County – Los Angeles Turf Club, Inc. (2020 – 2021). Environmental Planner responsible for the preparation of the CAGN report. Provided writing and QAQC assistance for the biological study report. In response to a NOV received from the County in April 2019, (Case # PDS2019-ENFGCO-000065) referencing an existing slope that does not have an associated permit, the applicant is processing a remedial grading permit. This permit incorporates stabilization of the existing slope as referenced in the NOV, as well as bringing into compliance with County regulations an existing borrow site and enhanced emergency services access via an improved existing utility roadway width that will be achieved through relocation of an existing riding arena and exercise pens.

Lucky Family Moreno Valley Tentative Tract Map No. 37610, Riverside County – Lucky Family LP (2020 – 2022). Environmental Planner responsible for the Draft Initial Study/Mitigated Negative Declaration (IS/MND). ECORP is responsible for preparing a Draft IS/MND supported by technical studies, including an Air Quality & Greenhouse Gas Analysis, Noise Analysis, Biological Technical Report and MSHCP Consistency Analysis, and Cultural Resources Technical Report. The Project is a 31 residential lot development on an approximately 9.6-acre site in the City of Moreno Valley, California.

Lindsay Buck

Staff Environmental Planner (Professional IV)

Ms. Buck has six years (5 with ECORP) of experience in CEQA document preparation, climate change resilience studies, biological resources and habitat quality assessments. While working with ECORP, she serves as project manager for a variety of environmental documents including Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, Environmental Impact Studies, Categorical Exclusions, and Categorical Exemptions. She also has experience reviewing technical studies to support preparation of CEQA and NEPA documents (e.g., visual impact assessments, hydrology/water quality studies, biological opinions, Phase I ESAs and Traffic Impact Assessments). She is adept at managing multiple projects; generating reports through application of planning principles, concepts and techniques; and communicating effectively with diverse audiences across multiple disciplines.

Education

M.P.P., Concentration in Environmental Policy & Sustainability, UCLA Luskin School of Public Affairs

B.S., Environmental Science, Minor in Conservation Biology, University of California, Los Angeles

Registrations, Certifications, Permits and Affiliations

- Desert Tortoise Council
- Association of Environmental Professionals (AEP) Member

Professional Experience

Stephen Sorensen Park Improvements Project, Los Angeles County – County of Los Angeles Department of Parks and Recreation. Lead author for the Initial Study/Mitigated Negative Declaration for the development of new park amenities at Stephen Sorensen Park, including a skate park, gazebo/stage structure, fitness zone with shade structure, shade structure for existing playground, and associated ADA improvements. The Park is approximately 100 acres located in the unincorporated community of Lake Los Angeles, approximately 15 miles east of Palmdale. The Park is encompassed by a large prehistoric site that has been investigated since the 1920s (CA-LAN-192). In order to protect the archaeological site, an earthen cap of unknown depth was placed on the site prior to development of Phase I of the Park in 1996. ECORP prepared the IS/MND for the project and the following technical studies: Biological Resources Survey, Cultural Resources Survey, Air Quality/Greenhouse Gas Assessment, and Noise/Vibration Assessment.

13131 Los Angeles Street Industrial Project, Los Angeles County – City of Irwindale (2019). CEQA specialist and contributing author of an EIR for a stand-alone concrete tilt-up warehouse (±528,710 square feet) on 25 acres in the City's M-2 (Heavy Manufacturing) zone. Responsible for the Introduction, Project Description, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Tribal Cultural Resources, Utilities, and Alternatives sections of the report.

Etiwanda Creek Park Expansion Project, San Bernardino County – City of Rancho Cucamonga. CEQA specialist and contributing author to the Initial Study/Mitigated Negative Declaration for the expansion of Etiwanda Creek Park in the City of Rancho Cucamonga. The 7-acre park expansion included baseball/softball fields, shade structures, concessions, a public works yard, interactive water features, community center, tennis court, soccer field, associated parking and other infrastructure upgrades.

Baldwin Park Industrial/Commercial Project, Los Angeles County – City of Baldwin Park (2019). Lead author for the Initial Study/Mitigated Negative Declaration. The Project proposes to construct a two-story commercial industrial building of approximately 15,725 SF. The proposed building is designed for single-tenant warehouse or manufacturing use.

Septic to Gravity Sewer Conversion Project, Orange County – City of Santa Ana as a Sub to Huitt-Zollars. CEQA specialist and contributing author to the Initial Study/Mitigated Negative Declaration. The Project proposes installing sewer mains and laterals and transferring existing residences and business from septic systems to the City's sewer system in the Pasadena Street/Medford Avenue/Deodar Street and Ponderosa Street neighborhood previously unserved by the City. ECORP prepared a CEQA IS/MND, supported by Air Quality/Greenhouse Gases, Noise and Phase 1 Environmental Assessments for the Project.

Vans Headquarters Building Expansion Program, Orange County – City of Costa Mesa (2019). CEQA specialist and contributing author to the Initial Study/Mitigated Negative Declaration for the proposed building expansion at the existing Van's Headquarters adjacent the 405-Freeway between Harbor Boulevard and Hyland Avenue. The existing site is 15 acres and includes one 170,328 square foot office building and three surface parking lots along with code required landscaping. The project proposes to construct a new 3-story office building of approximately 91,023 square feet and a new 4-level parking structure with approximately 354 spaces.

Mountain View Road at Elliott Avenue/Meeker Avenue Intersection Roundabout Project, Los Angeles County – City of El Monte (2019). Authored a CEQA Analysis Supporting Notice of Exemption for the construction of a roundabout at a five-point intersection in the City of El Monte. Design of the roundabout would allow for establishment of these bicycle facilities in the future without substantial modifications, as well as accommodation of appropriate pedestrian facilities. The design would be based on comprehensive inclusion of "Complete Streets" components to better facilitate pedestrian and bicycle access, enhance safety, and increase efficiency.

12793 Garvey Avenue Warehouse Project, Los Angeles County – City of Baldwin Park (2020). Contributing author and CEQA specialist for the Initial Study/Mitigated Negative Declaration. The Project proposes construction of a new 20,847-square foot (sq. ft.) industrial warehouse building on a vacant lot. The proposed building consists of a 1,654 sq. ft. first floor office area, 1,654 sq. ft. second floor office area, and 17,539 sq. ft. warehouse/storage area. The proposed rear parking lot would include 42 spaces (32 spaces required). The project site consists of a vacant, 42,875 sq. ft. parcel.

Robert Cunningham

Staff Archaeologist (Professional IV)

Mr. Cunningham has 17 years of experience in cultural resources management, with an emphasis on the recording, analysis, and evaluation of historic-period resources. He has participated in all aspects of archaeological fieldwork, including survey, test excavation, and construction monitoring. He has served as a Field Director for archaeological inventories and site evaluation projects. He has recorded and mapped numerous prehistoric and historic-period archaeological sites and has identified and documented hundreds of prehistoric and historic artifacts. Mr. Cunningham has prepared numerous archaeological site records and has authored and contributed to a variety of cultural resources technical reports.

Education

B.A., Anthropology, University of California, Los Angeles

Registrations, Certifications, Permits and Affiliations

- Field Director listed under ECORP's California Bureau of Land Management (BLM) Permit
- Society for American Archaeology
- Society for California Archaeology

Professional Experience

Little Tujunga Canyon Road Over Pacoima Creek Bridge Replacement Project, Los Angeles County – Los Angeles County Public Works (2022). Staff Archaeologist for survey in support of a Caltrans local assistance bridge replacement project. Responsible for field logistics, maintaining field notes and a photo log, updating documentation to two previously recorded resources.

Roseton Avenue Reservoir Tank and Booster Station Project, Artesia, Los Angeles County – Golden State Water Company (2022). Conducted a California Historical Resources Information System records search at the South Central Coastal Information Center in support of the proposed installation of a 750,000-gallon potable water storage tank and booster pump station. Authored results summary letter report.

Del Valle Road Water Main Replacement Project, Los Angeles County – Los Angeles County Public Works (2021-2022). Staff Archaeologist responsible for conducting compliance field checks during trenching. The project consisted of the replacement of a water main in the unincorporated community of Val Verde.

Placerita Canyon Trail Habitat Restoration Project, Newhall, Los Angeles County – County of Los Angeles Department of Parks and Recreation (2019). Field Director for a cultural resources inventory of a 1.8-mile trail within the Placerita Canyon Natural Area in Newhall. The 2016 Sand Fire burned portions of

the trail and the subsequent rains in early 2017 overflowed Placerita Creek resulting in damage to portions the trail. Duties included recording newly-identified resources and updating previously recorded resources, preparing DPR records, recording resource locations and creating electronic maps using Collector for ArcGIS and a GNSS receiver, keeping detailed field notes, creating a photo journal, and authoring a technical report. The project was completed in compliance with CEQA.

Village Christian School Project, Los Angeles, Los Angeles County – Village Christian School (2020). Field Director for a 3.5-acre study in the Sun Valley neighborhood in the City of Los Angeles. The Village Christian School proposed to connect the 3.5-acre parcel to the main campus and construct a softball field on the property. Duties included a field survey, recording a historic-period single family property, DPR records, and contributing to a technical report. The project was completed in compliance with CEQA.

Gold Creek Restoration Project, Los Angeles County – Los Angeles Community College District (2019). Field Director for the Gold Creek Restoration Project located in the foothills of the San Gabriel Mountains in Los Angeles County, California. The Los Angeles Community College District proposes to restore the native plants, buildings, footbridge, water supply system, and infrastructure within a 240-acre property that was damaged by the 2017 Creek Fire. Duties included conducting a records search, Sacred Lands File search, a field survey, recording newly-identified resources and updating previously recorded resources, preparing DPR records, recording resource locations and creating electronic maps using Collector for ArcGIS and a GNSS receiver, keeping detailed field notes, and creating a photo journal.

Cultural Resources Investigation for the Afflerbuagh-Paige Wastewater Treatment Demolition Project, La Verne, Los Angeles County – Los Angeles County Public Works (2018). Field Director for a cultural resources assessment of an 11-acre area for the proposed demolition of a wastewater treatment facility. Duties included recording and evaluating three newly identified resources for the National Register of Historic Places/California Register of Historical Resources, preparing DPR records, keeping detailed field notes, field logistics, recording resource locations using Collector for ArcGIS and a GNSS receiver, creating a photo journal, and co-authoring a technical report.

Cultural Resources Inventory for the Market Street Pedestrian and Streetscape Enhancements Project (LA River to Cherry Avenue), Long Beach, Los Angeles County – City of Long Beach as a Sub to Ardurra (2018). Field Director for a cultural resources inventory of a 1.9-mile section of Market Street selected for various road improvements as part of a Caltrans local assistance project. Duties included walking along each side of the road and inspecting all unpaved areas for archaeological resources, proper identification of cultural materials, keeping detailed field notes, field logistics, and creating a photo journal.

Cultural Inventory for the Indian Wells Hospitality Hotel Project, Riverside County – City of Indian Wells (2017). Field Director for a cultural resources survey of a 105-acre area for the proposed construction of recreational vehicle storage facility. Duties included proper identification and description of prehistoric and historic-period artifacts, preparing a DPR record for one newly-identified isolated find, keeping detailed field notes, field logistics, creating a photo journal, and authoring sections of the technical report.

Christine Tischer

Senior Wildlife Biologist (Professional VII)

Ms. Tischer has over 25 years of experience as a wildlife biologist. Ms. Tischer specializes in terrestrial wildlife and has extensive experience conducting focused studies for California gnatcatchers, least Bell's vireos, peregrine falcons, California least terns, burrowing owl, Quino checkerspot butterflies, Crotch bumble bee, and fairy shrimp throughout southern California. She has conducted numerous analyses and reviews of impacts to natural resources for a variety of Environmental Impact Statements, Environmental Impact Reports, Biological Assessment Reports, and Environmental Assessment Reports. She has also conducted numerous biological reconnaissance-level surveys, authored sections for various environmental documents, implemented mitigation programs, managed a brown-headed cowbird trapping and removal program, investigated biological impacts, and performed restoration inspections and data analysis for environmental projects in California and throughout the United States. Ms. Tischer worked intimately with the Department of Defense as a full-time contractor for 2.5 years in the Wildlife Management Branch of the AC/S Environmental Security Office for Marine Corps Base, Camp Pendleton.

Education

B.S., Animal Science, California State Polytechnic University, Pomona

Registrations, Certifications, Permits and Affiliations

- Federal 10(a)(1)(A) Permit (ES-053379-6) for California gnatcatcher, Quino checkerspot butterfly, Riverside fairy shrimp, San Diego fairy shrimp, vernal pool fairy shrimp, conservancy fairy shrimp, longhorn fairy shrimp, and vernal pool tadpole shrimp (granted 2002; expires 2/28/2027)
- CDFW California Scientific Collecting Permit for special status and ESA species monitoring and brown-headed cowbird trapping and removal and CDFW Memorandum of Understanding for take of four bumble bee species during candidacy period (S-190160005-20247-001 – expires 9/2024)
- CDFW California Scientific Collecting Permit for artificial nest box monitoring and banding (S-190160005-20190-001 – expires 8/2024)
- USGS Bird Banding Laboratory Permit to band western bluebirds and tree swallows (23498 – granted 2007; expires 10/2025)
- Citizen Scientist for the 2023 Bumble Bee Atlas covered under Xerces Society's CDFW Scientific Collecting Permit (S-210530001-21053-001; expires 7/28/2024) and CDFW Memorandum of Understanding for take of four bumble bee species during candidacy period.

Professional Experience

Flint Canyon Wash Trail Restoration Project, Los Angeles County – City of La Cañada Flintridge (2020-2022). Served as biological lead for CEQA support services as part of a trail improvements project of a 1000-foot section of the Flint Canyon Wash Trail. Conducted reconnaissance level biological surveys to assess habitat conditions, determine suitability for special-status wildlife species, worked with the project

design team to avoid and/or minimize impacts to sensitive biological resources, and determined appropriate avoidance and minimization measures for the IS/MND. Conducted pre-construction biological surveys including an overwintering monarch habitat characterization and survey.

Los Angeles River Headwaters Bikeway Owensmouth Avenue to Mason Avenue (Re-bid), Biological Services during Implementation of Mitigation and Minimization Measures, Los Angeles County – City of Los Angeles as a Sub to United Construction Landscape (2020–2023). Certified Biologist and Project Manager responsible for designing project specific Nesting Bird Management Plan and implementation of the plan including providing Worker Environmental Awareness training, preconstruction nesting bird surveys, recommendations for nest preventative measures, and weekly nesting bird surveys and establishment of buffers around active nests during the nesting season. The project included the installation of a 14- to 17-foot-wide asphalt concrete Class I bicycle and pedestrian pathway (with fencing, curbs, and shoulders); security lighting along the pathway; new fencing, signage, and gate doors; temporary staging areas; and two new underpasses that traverse beneath existing roadway bridges at De Soto Avenue and Canoga Avenue along the channelized headwaters of the Los Angeles River in Canoga Park.

Nesting Bird Survey for North School Reconstruction Project, Los Angeles County – Hermosa Beach City School District (2019). Senior Biologist responsible for conducting a nesting bird survey for reconstruction of the North School campus. The Project includes demolition of an existing school campus (North School) and reconstruction of a new campus at 417 25th Street, in Hermosa Beach, California. The nesting bird survey was conducted within three days of scheduled abatement activities and in accordance with Coastal California Commission's conditions prior to issuance of a permit.

Dana Point Harbor Rockfall Mitigation Project, City of Dana Point, Orange County – Orange County Public Works (2023-ongoing). Served as biological lead for CEQA support services for the rockfall mitigation project at the base of the Dana Point Harbor bluffs to improve the safety to vehicles, vehicle occupants, and pedestrians along a well-used thoroughfare. Ms. Tischer conducted reconnaissance level biological surveys to assess habitat conditions, determine suitability for special-status wildlife species, and provided a technical report with CEQA-level analysis.

City of Moorpark General Plan Update as a Sub to Placeworks, Ventura County (2020-2022). ECORP provided biological, cultural, and paleontological support for updating of the City of Moorpark General Plan that was originally adopted in 1986. ECORP conducted a comprehensive desktop literature review to determine the baseline biological, cultural and paleontological resources conditions within the current Plan Area. Constraint-level background technical reports were prepared and served as the basis for the corresponding sections of the Program Environmental Impact Report. Ms. Tischer served as lead author for the biological technical report, provided responses to comments on the Draft EIR, and served as overall Project Manager.

Burrowing Owl Surveys at Big Rock Creek for Mining Operations, Los Angeles County – Vulcan Material Company. Wildlife Biologist for focused burrowing owl winter and breeding season surveys on previously unmined portions of the 840-acre mine site in support of the next phase of sand and gravel mining operations.

Lisa Westwood, M.A., RPA

Principal Investigator/Director of Cultural Resources (Professional V)

Ms. Westwood is a Registered Professional Archaeologist with 28 years of cultural resource management experience. She exceeds the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeologist and serves as principal investigator for cultural resources services required for compliance with Section 106 of the National Historic Preservation Act and CEQA. Her technical areas of expertise include advanced Section 106 compliance and consultation, cultural resources laws and regulations, preparation and negotiation of agency agreement documents (Programmatic Agreements and Memoranda of Agreement), space heritage, human bone (osteological) identification and analysis, and archaeology. She is well versed in impact assessment and development of mitigation measures for CEQA and Section 106 projects, including on-call and task-order based contracts. Her previous experience as a CEQA/NEPA project manager gives her a broader perspective of regulatory compliance issues, and she is recognized by the private and public sector for her ability to build consensus among stakeholders and solve complex problems quickly and effectively.

Education

M.A., Anthropology, Eastern New Mexico University

B.A., Anthropology, University of Iowa

Registrations, Certifications, Permits and Affiliations

- Registered Professional Archaeologist, No. 11692
- Bureau of Land Management, California Archaeological Investigations Permit-Principal Investigator
- Society for California Archaeology
- Society for American Archaeology

Professional Experience

Piraeus Point Project, Encinitas, San Diego County – Lennar Homes of California (2022-2023). In 2021, ECORP Consulting, Inc. was retained to conduct an archaeological inventory for the proposed Piraeus Point Project in the City of Encinitas, San Diego County, California. Lennar Homes of California, Inc. proposes to develop the existing undeveloped property into a housing community. The inventory included a records search, literature review, and field survey. Lisa Westwood served as Principal Investigator. ECORP revisited and recorded portions of site P-37-012130 during the field survey. No other newly identified cultural resources were recorded as a result of the cultural resources inventory. The portion of site P-37-012130 that overlaps with the Project Area's development footprint was tested via 20 auger sample locations and evaluated based on archaeological information as not eligible for listing under Criterion D/4 for the National Register of Historic Places and the California Register of Historical Resources. Tribal

consultation under Assembly Bill 52 with the City of Encinitas, Rincon Band of Luiseño Indians, the San Luis Rey Band of Mission Indians, and San Pasqual Band of Mission Indians resulted in the recommendation for tribal monitoring during construction and pre-designation of a reburial area, in the event of an unanticipated discovery during construction, and whether or not the site is potentially significant as a tribal cultural resource will be determined by the City in consultation with the tribes. Recommendations for the management of unanticipated discoveries were provided.

Bayshore Bikeway to Barrio Logan Project, San Diego County – City of San Diego as a Sub to Anser Advisory (2022-2023). In 2022, Anser Advisory retained ECORP under contract to provide mitigation monitoring services in connection with the Bayshore Bikeway to Barrio Logan Project. Archaeological monitoring was performed by a qualified professional archaeologist from ECORP. Native American monitors were provided under subcontract by Loveless Linton, Inc. Paleontological monitors were provided under subcontract by PaleoServices of the San Diego Natural History Museum. Monitors were given the authority to temporarily halt any structural, exterior, or earth-moving construction operations in the immediate vicinity of a find if significant or potentially significant cultural, tribal, or paleontological resources are exposed and/or adversely affected by construction operations. Lisa Westwood worked with City of San Diego staff to develop and then implement the monitoring approach, which was a combination of full time and spot check monitoring, depending on sensitivity.

City of San Marcos Staff Augmentation – City of San Marcos as a Sub to Harris and Associates (2020-present). ECORP is currently serving as extension of staff to assist the City of San Marcos in carrying out its tribal consultation obligations under Assembly Bill 52 and Senate Bill 18. The City is actively consulting on a regular basis with the Pechanga, Rincon, San Luis Rey, and San Pasqual tribes. ECORP participates with City in tribal consultation meetings, maintains the consultation record on City servers, and advises the City during decision making relative to AB 52 and SB 18. ECORP also assisted the City in developing standard mitigation measures for tribal cultural resources for use in CEQA documents.

Countryview 310 Project (Countryview Estates), Riverside County – Richland Planned Communities, Inc. (2018). Principal Investigator, responsible for the completion of a Phase 1 Cultural Resources Assessment for the development of 27 smaller parcels. No cultural resources were identified as part of the inventory.

Construction Management Support Services for the Mid County Parkway (MCP) Sweeney Mitigation Improvement Project, Riverside County – Riverside County Traffic Commission as a Sub to Santec (2020). Cultural resources monitor for ground-disturbing activity associated with the habitat restoration project.

Cook's Crack Sea Cave Stabilization Project, San Diego County – TerraCosta Consulting Group, Inc. (2019-2020). Principal Investigator and archaeological monitor for emergency stabilization of Cook's Crack Sea Cave located beneath Coast Boulevard in San Diego, California. Duties included development of the Post Review Discovery and Monitoring Plan; monitoring of ground disturbance during drilling; and compliance reporting.

EDUCATION

B.A., Geology, 1995, University of Nebraska, Lincoln

REGISTRATIONS

PG 8178 (California)

OSHA 40-hour HAZWOPER with

8-hour refreshers

OSHA 8-hour HAZWOPER Site Supervisor Training

First Aid and CPR Training

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

Jeff Aguilar,

PG

Principal Geologist

As a Principal Geologist, Mr. Jeff Aguilar has extensive experience as an environmental geologist and project manager and is skilled in portfolio and project management, regulatory and client interactions, technical report writing and data analysis. His areas of expertise include developing investigative scopes of work, cost proposals; permitting; feasibility studies; remedial design and implementation; subcontractor management; operation of treatment systems; compliance monitoring; reporting and regulatory negotiations. He is knowledgeable in the regulatory process of federal, state, and local agencies including the United States Environmental Protection Agency (USEPA), California Regional Water Quality Control Board (RWQCB) Cal-EPA Department of Toxic Substances Control (DTSC), Southern California Air Quality Management District (SCAQMD) and Orange County Health Care Agency (OCHCA).

PROJECT EXPERIENCE

4 APNS Moreno Valley, Hazardous Materials Assessment, Moreno Valley, California: Principal Geologist for a Hazardous Materials Assessment (HMA) for four parcels in Moreno Valley, California. The purpose of the HMA was to evaluate whether hazardous materials or recognized environmental conditions (RECs) (petroleum or other hazardous substances) were present on the parcels of land currently due to past or present use of the site and/or properties in the sites vicinity. Services included historical research, environmental database review, and a site reconnaissance.

ECORP Consulting, Phase I Environmental Site Assessment for Devil's Punchbowl Nature Center, Pearblossom, California: Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

City of Los Angeles, Phase I Environmental Site Assessment, Los Angeles, California: Principal Geologist for the Phase I ESA for the Homeless Facitilities Project located at 483 N. San Fernando Road Tiny Home Village. This work is being performed under Ninyo & Moore's current on-call contract with the City of Los Angeles for geotechnical and environmental services.

Weber Metals, 10700 & 10710 Sessler Street Phase I ESA, South Gate, California: Principal Geologist retained to conduct a Phase I Environmental Site Assessment (ESA) at 10700 and 10710 Sessler Street in South Gate, California (site) as part of a potential property acquisition. The Phase I ESA was conducted in accordance with ASTM Standard E1527-21. At the time of the site reconnaissance, the site was developed with two rectangular structures which are occupied by Precision Forging Dies, Inc. By 1949, structures were constructed west, northwest and south of the subject property.

Jeff Aguilar,
Principal Geologist

City of Corona, Phase I Environmental Site Assessment, Corona, California: Principal Geologist for the Phase I ESA for a property at 901 W. Sixth Street in Corona. The study follows the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

City of Fontana, Phase I Environmental Site Assessment for 17001 Upland Avenue, Fontana, California: Principal Geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

MUFG Union Bank, Phase I Environmental Site Assessment for 8365 Beech Avenue, Fontana, California: Principal Geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

Vector Control Pipeline Abandonment, Indio, California: Principal Geologist retained to conduct Phase I ESA of the approximate 2,581 feet of irrigation pipeline in Indio, California. At the time of the subject property reconnaissance, the subject property was undeveloped land associated with the Whitewater River to the north and west, a railroad and residential properties to the south, and commercial properties to the east. The Phase I was performed in conformance with the scope and limitations of ASTM E1527 21.

David Grant Group, Phase I Environmental Site Assessments, Wildomar, California: Principal Geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions were present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

REGISTRATIONS

PG 7581 (California)

CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

Michael Putt,

PG

Principal Geologist

Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

PROJECT EXPERIENCE

County of Orange, Third-Party and Plan Review Services, Orange, CA: Serving as Project Manager third-party geotechnical report and plan review services for reports and construction plans submitted to the County of Orange for new development projects within the Rancho Mission Viejo, Ladera Ranch, Dana Point Harbor, unincorporated area near Yorba Linda, and Newport Coast areas of Orange County, California. The projects included infrastructure improvements and new residential and commercial developments. Typical submittals that are reviewed include mass/ rough grading plans and geotechnical reports for large planning areas and residential tracts in hillside and flat-land terrain, precise grading plans and geotechnical precise grading plan review reports, roadways and bridges, retaining walls and MSE wall plans and calculations, custom single-family residential homes, building/foundation plans and calculations, park sites, and swimming pools and spas.

City of Irvine, On-Call Geotechnical Consulting Services: Serving as Project Manager providing on-call geotechnical, materials testing and inspection services for the City of Irvine Public Works Department for various city projects located throughout the City of Irvine. The majority of the projects were roadway rehabilitation and improvement projects. The projects included both Caltrans and “Greenbook” specifications and test methods.

City of Anaheim, Third Party Review: Served as Project Manager for the third-party geotechnical review for a residential development project. The geotechnical reviews are based on the guidelines presented in the 2013 CBC, the City of Anaheim Grading Design Manual and Geotechnical Report Guidelines, and the current standards of practice.

City of Rancho Santa Margarita, On-Call Geotechnical Services, Plan Review Services: Served as Project Manager for the on-call geotechnical engineering consulting services for various projects that included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services

for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

City of Jurupa Valley, Third Party Reviews: Served as Project Manager for the two third-party geotechnical reviews for residential and commercial development project. The geotechnical review of Environmental Impact Reports are based on the current California Environmental Quality Act guidelines for Geology and Soils. The review of design-level reports are based on the guidelines presented in the 2013 California Building Code (CBC), the County of Riverside Technical Guidelines for Review of Geotechnical and Geologic Reports, and the current standards of practice.

City of Corona, On-Call Professional Services: Served as Project Manager/Geologist for on-call geotechnical engineering consulting services for various projects in the City of Corona. Services included geotechnical observation and materials testing services for various construction projects including pavement rehabilitation and sewer main improvement projects.

City of Victorville Third Party Reviews Services: Principal Geologist provided third-party geotechnical report and plan review services for reports and construction plans submitted to the City of Victorville for new commercial development projects. Review services were based on the City of Victorville Standard Specifications for Public Improvements, the City of Victorville Safety Element, the 2022 California Building Code, and current standards of practice.

Third Party Review, City of Hemet, Hemet, CA: Served as Principal Geologist providing 3rd party geotechnical review services of a geotechnical report submitted to the City of Hemet for a new carwash facility ocated within a State of California Alquist-Priolo Earthquake Fault Zone for the San Jacinto Fault. Our services included performing a peer review of a preliminary soils engineering report and a limited geologic evaluation report prepared to address the surface fault rupture hazard at the property, and preparing a letter presenting our review comments.

Orange County Public Works/On-Call Geotechnical Consulting Services: Serving as Project Manager for on-call geotechnical services for various water projects located in Orange County. Services include providing Channel improvements; evaluation of slope stability, liquefaction, settlement for evaluation related to liquefaction and loose/soft soils along the channel bottom for the Rossmoor Storm Channel Improvements and the Westminster Channel Improvements.

RESUMES

FRANK BARRERA, RSP1

PROJECT MANAGER

Frank Barrera has 19 years of experience in the transportation planning and traffic engineering field. He specializes in transportation planning, traffic engineering, data analysis, and feasibility studies, including Safe Routes to School (SRTS) and Active Transportation Program (ATP) studies. Frank has successfully managed multiple SRTS and ATP projects, various sign inventory and database management projects, and SSAR projects. He has extensive experience in traffic calming and safety improvement projects and conducts traffic control device audits for SRTS and ATP projects.

RELEVANT EXPERIENCE

North Tustin Street Specific Plan, Orange, CA

Project Manager. KOA was a part of a consultant team for the North Tustin Street Specific Plan project, providing traffic impact analysis, pedestrian, bicycle, and vehicle access analysis, roadway analysis, vehicle miles traveled (VMT) analysis, and development of potential circulation and safety improvements for the study area. The project included community outreach, data collection, and coordination with multiple City departments. Conceptual design alternatives were developed to identify the potential design and circulation changes within the study area and connections with the surrounding neighborhoods.

Hesperia Corridor Enhancement for Avenue I, Hesperia, CA

Project Manager. The City of Hesperia received a Caltrans Sustainable Communities Grant to develop a Corridor Enhancement Plan for I Avenue from Ranchero Road to Bear Valley Road. The goal of the project was to develop a plan that would address infrastructure deficiencies, increase capacity, and improve safety and accessibility for all users of the corridor. KOA conducted a traffic and safety analysis of the existing and proposed conditions for the corridor. KOA prepared the base map and conducted community outreach to seek public input on the issues the users are experiencing and the improvements they desire to see. Up to three concept designs were prepared and presented at the community workshops. KOA refined the concepts based on the feedback from the public and prepared the final corridor study report.

Port of Long Beach Harbor Scenic Drive Improvement Project, Long Beach, CA

Traffic Study Support. KOA provided traffic planning and engineering support to the prime consultant for this improvement project. Harbor Scenic Drive was two to three lanes in each direction from Ocean Boulevard to Harbor Plaza with numerous on/off-ramps, merging/diverging/weaving areas, and elevated or undercrossing segments. Approximately two-thirds of the roadway traffic consisted of heavy trucks. Harbor Scenic Drive's main issue was its existing substandard roadway design. There were too many access points and short weaving segments, which limited vehicle maneuverability, particularly for heavy

EDUCATION

MSCE, Transportation Engineering, California State Polytechnic University, Pomona, CA

BS, Urban & Regional Planning, California State Polytechnic University, Pomona, CA

REGISTRATIONS

Road Safety Professional 1, Transportation Professional Certification Board, Inc. (TPCB)

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Member

trucks. Most areas had narrow shoulders while some areas had no shoulder at all. Vegetation and signage were close to the roadway. The elevated structure or underpass segments created potential horizontal and vertical sight distance issues. KOA's work included a traffic operation evaluation and a safety evaluation of the corridor.

City of Santa Ana Metro East Mixed-Use (MEMU) Overlay Area Traffic Study, Santa Ana, CA
Project Manager. KOA completed the 2008 MEMU traffic study and is again retained by the City to conduct the updated study in 2018. The analysis allows for the expansion of residential and mixed-use development opportunities. The project amends the MEMU document to update and refine existing development standards and allowable land uses within the new and existing MEMU overlay districts. KOA provided traffic volume forecasting, LOS analysis, and new conceptual drawings for improvements. KOA has collected traffic, bike, and pedestrian counts for more than 40 intersections, analyzed existing conditions based on current land uses, provided future traffic volume forecasts, and provided circulation and roadway improvement recommendations.

Fullerton Transportation Center EIR Traffic Analysis, Fullerton, CA
Project Planner. KOA completed a traffic study in the City of Fullerton for the City's Transportation Center mixed-use project. Frank Barrera provided assistance with the traffic impact analysis as well as preparing most of the graphics and tables for the report. The project is located in Downtown Fullerton and is generally bounded by Commonwealth Avenue on the north, Lawrence Avenue on the east, Harbor Boulevard on the west, and Walnut Avenue on the south, including an industrial area south of Walnut Avenue lying between Harbor Boulevard and Lawrence Avenue. The site is approximately 35-acres. The study analyzed existing conditions for streets in the project vicinity and determined the project traffic impacts for the area in the near term and over the next 20+ years. KOA reviewed the project location and the 50 study intersections in the field to observe and inventory roadway geometrics, existing traffic operation, and relevant information during peak hours. Peak period intersection traffic analysis was conducted for existing traffic conditions for each of the study intersections during the AM and PM Peak hours. KOA evaluated future with and without project conditions and recommended mitigation measures to address project impacts.

Transit Zoning Code, Santa Ana, CA
Project Manager. KOA completed a traffic impact study associated with an EIR for the City's 440-acre Renaissance Specific Plan. KOA worked closely with the prime consultant to conduct the study and assessment. The study analyzed the traffic impacts upon the surrounding street system based upon land use and circulation changes identified in the Renaissance Specific Plan. A total of 50 intersections were analyzed for the existing conditions, interim conditions, and general plan long-range conditions. This project received the 2011 Outstanding Focused Issue Award from the Orange Section of the American Planning Association's California Chapter.

Green Hotel Apartments Traffic Impact Analysis, Pasadena, CA
Project Manager. Frank was project manager for a traffic impact study for the Green Hotel Apartments project, located at 71 South Raymond Ave/86 South Fair Oaks Avenue in the City of Pasadena. The project included a 64-unit apartment complex and 7,999 square feet of retail space. The study included intersection capacity analysis for six intersections, street segment analysis for three street segments, a transit service review, and a bicycle/pedestrian facilities review. KOA developed project trip generation rates and trip distribution for the project and for nearby cumulative projects. KOA calculated the cumulative project trip generation rates and trip distributions through the study intersections and street segments. Peak period intersection turning movement counts and 24-hour (ADT) counts were collected for the study. KOA conducted a field review to collect information regarding the project site, neighborhood streets, study intersection controls and geometrics, pedestrian facilities, transit facilities, and bicycle facilities. KOA completed intersection capacity analyses for all study intersections and street segment analysis for all study street segments to determine whether the intersections and segments meet the City's thresholds of significant project impacts.

RESUMES

JONATHAN LOUIE, PE

PROJECT MANAGER

Jonathan Louie has 26 years of traffic engineering and transportation planning experience involving traffic impact assessments, site access and circulation design, parking layout design, public transport strategy, transit-oriented developments, neighborhood circulation, pedestrianization, trip generation monitoring, and transportation demand management (TDM) programs. His experience also includes development and application of a wide range of microscopic and macroscopic traffic simulation models as well as travel demand forecasting models. Additionally, Jonanthan has been the technical lead on projects requiring broad, multi-disciplinary knowledge of engineering, planning and public relations. He has provided support to environmental assessment, site plan approval, land use zoning and rezoning, and special-purpose districts, and is experienced in working with multi-disciplinary consultant teams.

RELEVANT EXPERIENCE

Traffic Study and Concept Plans for Phase II Rail-Road Grade Separation Project, Alameda Corridor-East (ACE), CA

Traffic Engineer. Responsible for preparation of a study to prioritize and determine the feasibility of railroad-highway grade separations at 33 locations. The scope of work included a motor vehicle traffic and train movement forecasts; traffic delay analysis using a comprehensive delay methodology that accounted for traffic signal pre-emption, including grade crossing queuing analyses; a California Public Utility Commission (CPUC) grade separation priority list ranking of the crossings; developing grade separation concept plans and preliminary cost estimates; preparing conceptual roadway layout plans; providing concept railroad track and shoofly plans; evaluation of all parcels of land, preparing utility relocation plans and identification of property to be acquired; and determining appropriate detour plans.

Environmental Impact Report for Moorpark Civic Center, Moorpark, CA

Project Manager. Responsible for preparation of a traffic and parking impact study in support of an EIR for the City of Moorpark's new Civic Center Campus project. The Campus would provide permanent facilities for City staff, meetings of elected and appointed councils and commissions, and community needs including expansion of existing library facilities and public indoor/outdoor spaces. Future short-term (project build out year) and long-term (City's General Plan build out) traffic scenarios were evaluated. The study also analyzed project parking impacts, and site access and circulation in order to ensure that the project would not create adverse impacts in the public right-of-way.

EDUCATION

MS, Civil Engineering (Transportation), University of California, Irvine, CA

BS, Civil Engineering (Transportation & Structure), University of California, Irvine, CA

REGISTRATIONS

Professional Engineer (Traffic), CA #2415

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

Traffic Study for Santa Monica Boulevard-Walgreens, West Hollywood, CA
Project Manager. Responsible for preparation of traffic impact study for this mixed-use commercial-residential project for inclusion into an Environmental Impact Report. The scope of work includes analysis of potential traffic, pedestrian and parking impacts. Roadway capacity enhancements adjacent to the site were recommended in order to mitigate project traffic impacts.

Traffic Impact Study for 661 Redondo Beach Boulevard, Los Angeles, CA
Project Manager. Responsible for preparation of a traffic impact analysis for a mixed-use project that consists of 85,008 square feet of specialty retail use and 2,400 square feet of office space. A total of 14 study intersections were analyzed. The traffic study also evaluated site access options, including providing separate inbound and outbound driveways in order to provide safer vehicular access for the project. A new traffic signal was also recommended for the site-adjacent intersection, which would enhance site access.

Traffic Impact Study for Hacienda Fairgrove Shopping Center Project, La Puente, CA
Project Manager. Responsible for preparation of traffic impact study for this 116,950 square-foot shopping center project. The study included an evaluation of site access and circulation and a discussion of construction traffic impacts. Modifications to the internal drive aisles such as reconfiguring the fast-food drive-thru lane to increase queue length was recommended. A comprehensive set of mitigation measures including roadway capacity enhancements at two intersections and implementation of potential neighborhood traffic management measures was also recommended.

Traffic Impact Study for El Sereno Charter School/Residential/Café Mixed-Use Project, Los Angeles, CA
Project Manager. Responsible for preparation of a traffic impact study for a proposed integrated campus that consist of a 530- student charter school (K-5), 20 multi-family residential units and a 2,320 square-foot community café. The residential component is envisioned to be used as on-site housing for families of the students and offered on a priority market-rate basis to the school teachers. The café would serve as an amenity for the school as well as the local community. Trip generation discounts were applied to take into account the interaction and types of proposed land uses. The study evaluated project traffic impacts at six study intersections as well as vehicular and pedestrian access and circulation. It was determined that a new crosswalk located near the school driveway would provide improved pedestrian linkage between the project site and the residential community located west of the site. In addition, the study recommended that the start and end times of the school period be staggered among the lower and upper grades in order to reduce vehicular queuing during the peak pick-up and drop-off periods.

Saint John's Health Center Emergency Room Access Traffic Study, Santa Monica, CA
Project Manager. Responsible for preparation of a traffic study for the new emergency room driveway operations as required in the Development Agreement between Saint John's Health Center and the City of Santa Monica. Roadway/junction traffic counts, speed data counts and accident history data were evaluated to access traffic conditions before and after emergency room driveway operations. The traffic study results were presented to the public in a neighborhood workshop. Based on public and City input, traffic control measures were developed to address neighborhood traffic impacts.

RESUMES

ARMIN JORGENSON, AICP

PLANNER

Armin Jorgenson is a motivated Planner at KOA with an emphasis in active transportation, public policy, and spatial analysis. In this role, Armin analyzes traffic and VMT impacts, performs GIS analysis, assists with stakeholder outreach, and makes recommendations for transportation design elements. He has supported the cities of Twentynine Palms and Palm Desert with their Caltrans ATP applications and the City of Huntington Beach with their Local Roadway Safety Plan. Before coming to KOA, Armin held roles at the City of Temecula, the Center for Sustainable Energy, and Omnitrans. In these roles, he produced maps, performed asset management, wrote grant applications, and made design recommendations for infrastructure projects. Armin is committed to creating a future where sustainable transportation options are not only available, but preferable.

RELEVANT EXPERIENCE

Walnut Mixed-Use Traffic Impact Analysis, Walnut, CA
Project Planner. Armin developed trip generation estimates, researched related projects, and evaluated impacts to Level-of-Service at study intersections, and analyzed Vehicle Miles Traveled (VMT) impacts based on land use and socioeconomic data changes, utilizing procedures found in traffic study guidelines for the City of Walnut, the County of Los Angeles, and the City of Industry.

1345 Montebello Boulevard Apartments, Montebello, CA
Project Planner. Armin developed trip generation estimates, researched related projects and developed trip distributions for them, and evaluated impacts to Level-of-Service at study intersections, and performed a VMT screening assessment, based on the Montebello Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment.

Residential Development at 1240 Holt Boulevard, Ontario, CA
Project Planner. Armin prepared a VMT screening assessment based on Project information and thresholds found in VMT Guidelines adopted by the Ontario City Council. Upon evaluating several screening criteria, Armin found that the Project would not require a full VMT analysis, thus accelerating the Project timeline.

SCAG Buena Park Comprehensive ATP, Buena Park, CA
Project Planner. Armin was the project associate planner for this project where the City of Buena Park is working on its first city-wide Active Transportation Plan (ATP). Through funding provided by the Southern California Association of Governments (SCAG), the City will develop an ATP that creates an enjoyable and comfortable walking and biking experience for all traveling throughout Buena Park. The ATP will evaluate current bicycle and pedestrian infrastructure and identify future improvement projects based on feedback from the community.

EDUCATION

MUP, Mobility and Transportation Planning, Price School of Public Policy, University of Southern California, Los Angeles, CA

BA, Urban Studies and Planning/ BS, Environmental Chemistry, Revelle College, University of California, San Diego, CA

REGISTRATIONS

American Institute of Certified Planners (AICP), #35558

City of Carson, Local Road Safety Plan (LRSP), Carson, CA
Project Planner. Armin evaluated HSIP funding eligibility for projects, built a GIS network of existing infrastructure, geocoded collision data from TIMS and SWITRS databases, and created concept diagrams of proposed countermeasures. For this LRSP, KOA's effort included the following elements: Demonstration of our in-house GIS specialists to quickly analyze complex Crossroads/SWITRS/TIMS data queries; a preliminary analysis of the City's collision history data over the last five years, such as identification of critical "hot spots", including those at intersections and roadways, as well as evaluating collision data trends; KOA's well-established stakeholder engagement program, which is a key component of the LRSP program compared to previous SSAR programs; a detailed implementation plan and reporting system to execute the City's LRSP as a "living document", so that it can evolve with local plans and policies and achieve success on future HSIP calls-for-projects.

Apple Valley Highway 18 Access Plan, Apple Valley, CA
Project Planner. Armin was the project associate planner on this project. The Highway 18 Access Plan corridor runs along California State Route 18 between Apple Valley Road and Bass Hill Road. This project includes the highway frontage roads, the sidewalks that run parallel to the highway, and the adjacent roadways and parcels that are accessed from Highway 18. As the lead consultant on the project, KOA will develop a network of safety improvements that will transform Highway 18 into a Complete Street that is safe and comfortable for all to access while walking, biking and taking transit. The Plan will be informed by recommendations from community members, with extensive outreach to be conducted through pop-ups at existing Town events, interviews with local business owners, and intercept surveys with members of the public at popular gathering places along the corridor.

City of Huntington Beach, Local Road Safety Plan (LRSP), Huntington Beach, CA
Project Planner. KOA has recently completed a Local Roadway Safety Plan for the City of Huntington Beach. The project includes the review of local, state, and federal guidelines, leading stakeholder engagement with agency and community organizations. KOA also completed a full collision history assessment and hot-spot analysis, and developed countermeasures to address specific collision types, including active transportation improvements on the City's arterial network. KOA also developed a "top 10" list of recommendations, including an implementation and strategic funding plan consolidated into the final LRSP document. Since Plan completion, KOA prepared a winning HSIP grant application on one of the Plan's priority projects, which included the installation of bicycle, crosswalk and signal improvements along Heil Avenue and Edinger Avenue. Armin analyzed citywide collision data, recommended countermeasures, evaluated HSIP funding eligibility for projects, prepared maps and diagrams, and drafted the final document.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

Attachment B: Professional Services Agreement for EcoTierra

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
ECOTIERRA CONSULTING, INC.

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and EcoTierra Consulting, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	EcoTierra Consulting, Inc. 5776-D Lindero Canyon Road #414 Westlake Village, CA 91362 Attention: Curtis Zacuto

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Name: Curtis Zacuto, Principal
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

CONSULTANT

_____
Craig Fajnor,Secretary/Treasurer
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

EXHIBIT B

CONSULTANT'S PROPOSAL

City of Santa Fe Springs
RFQ On-Call
Professional Environmental Consulting Services

Proposal Contact:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670

Due: April 16, 2024

EcoTierra consulting

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A. Cover Letter

April 16, 2024

City of Santa Fe Springs
Planning and Development Department
Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

RE: Request for Proposal for On-Call Professional Environmental Consulting Services

Dear Mr. Nguyen:

EcoTierra Consulting, Inc. (EcoTierra) is pleased to submit our proposal to the City of Santa Fe Springs (the "City") to provide On-Call Professional Environmental Consulting Services. It is our understanding that the City intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. This Request for Proposal (RFP) has been prepared in response to City of Santa Fe Springs RFP issued on March 12, 2024. The submission stated we would provide the following: three (3) hard copies and one (1) electronic file shall be submitted to Mr. Nguyen.

EcoTierra (an S-corporation), founded in 2010, founded in 2010, is an environmental consulting firm that assists public and private entities with implementation of the CEQA. Being a small firm, **EcoTierra** is dedicated to providing hands-on personalized service to our clients. We are staffed by experienced professionals who are accessible and responsive to all of our client's needs including projects of any size, land use, and complexity. Curtis Zacuto and Craig Fajnor, the founding Principals of **EcoTierra**, have a total of over 60 years of experience in CEQA and NEPA report preparation.

EcoTierra has prepared numerous documents for **urban in-fill** development representing various kinds of proposals from vertical mixed use (residential apartments/condominiums above ground floor retail) to small lot subdivisions surrounded by existing development and downtown redevelopment as well as commercial, retail (large-format commercial businesses such as Walmart and Target) and industrial land uses. Our staff's project experience ranges from large, complex, regionally significant projects to suburban housing tracts, retail centers, public facilities, affordable housing projects, commercial projects, and institutional projects. This experience fits well with a built-out community seeking redevelopment of properties to meet the future needs of its residents and traditional industrial economic base. We have provided lists of projects in this Statement of Qualifications that demonstrate similar characteristics as Santa Fe Springs, as built-out communities redeveloping infill parcels for new uses (mixed use, residential, etc.).

EcoTierra has teamed with **Linscott, Law, & Greenspan, Engineers**, **Inc.** (**LLG**) to provide traffic and transportation services and **Cogstone Resource Management, Inc.**, to provide cultural and tribal cultural services. As a team, we provide a complementary skill sets that together will provide the City with the highest level of assurance that the technical analysis will be **accurate and defensible** and that resources will be used efficiently to provide the environmental clearance for projects, as needed by the City. **EcoTierra's** proposal outlines our capabilities for providing environmental consulting services for the City of Santa Fe Springs. Our experience as consultants is directly

applicable to a suburban mostly built out city like Santa Fe Springs. Our experience is varied in the type of development (mixed use, hotel, self-storage, retail, office, etc.) and city initiated projects (*General Plan, Specific Plan, Zoning, Housing Element, etc.*), as well as type of services (e.g., *Categorical Exemption, Initial Study, EIR, Peer Review*). We believe our experience will serve the City well. We have provided lists of such projects and services in **Section B. Background and Experience.**

We appreciate the opportunity to submit this proposal and are very excited about the prospect of working with you on future projects and assignments in the City of Santa Fe Springs. **EcoTierra's** consulting fees and hourly rates will be valid for a period of at least one year. As a founding Principal and President, I will be the primary point of contact for this proposal as well as all potential future work. Please feel free to contact me if you have any questions or require any additional information regarding this proposal. I may be reached at the contact information listed below.

Sincerely,

Curtis Zacuto, Principal
EcoTierra Consulting, Inc.
633 W. 5th Street, 26th Floor
Los Angeles, California 90071
(818) 356-9496 (direct line); (805) 907-2342
curtis@ecotierraconsulting.com
No Fax Number

B Background and Experience

A. STATEMENT OF UNDERSTANDING

The City of Santa Fe Springs faces challenges like other Southern California communities in evolving into a balanced community, one where the long-established industrial business base is complemented by new homes and neighborhoods and services. The City of Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier, and Pico Rivera and is served by Interstate 5 (I-5) and Interstate 605 (I-605) Freeways with Telegraph Road as the City's main thoroughfare. The City of Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Of the roughly nine square miles, nearly 79 percent of land area is devoted to industrial and commercial uses. Industrial uses extend from the northern boundary all the way to the southern City limit, occupying the entire southern portion of the City. Given its location along freeways that connect the Los Angeles and Long Beach ports to regional rail yards from which goods are transported across the nation, the City has seen an increase in demand for logistics warehouses.

As the State continues to face the need for additional housing, the City has responded with development of new homes on sites formerly occupied by schools, open space, and industry. The 2040 General Plan Land Use Element includes a strategy to facilitate redevelopment within designated focus areas to provide for new uses that strengthens and diversifies the business sector while providing additional housing. These focus areas include:

- **A New Downtown:** a new downtown envisions a mixed use district with proposed vertical mixed use development with ground floor retail and residences above.
- **Transit-Oriented Development:** new residential and commercial development to be allowed around the future Metro L Line station at Washington and Norwalk Boulevards and the Metrolink Norwalk/Santa Fe Springs Station.
- **Telegraph Road Corridor:** Telegraph Road is planned to support mixed use development with new streetscape design to encourage and protect pedestrian activity.
- **Interstate 5 Corridor:** Planned to provide large-format commercial businesses along the I-5 corridor with its high visibility to over one-quarter million vehicles traveling on the freeway daily.
- **Former Vons Distribution Facility:** West of I-5 are properties that abut residential neighborhoods that were impacted by truck track from former distribution facilities. To alleviate the impact, its planned to provide opportunities for office and low-impact industrial uses in business park developments.

To implement the 2040 General Plan Land Use Plan, the City anticipates new applications for redevelopment of properties. The City intends to select a limited number of qualified environmental consulting firms to assist in this process with application of the California Environmental Quality Act (CEQA). It is our understanding the City will select firms that have the technical expertise and experience to provide an array of services that may include CEQA documents such as Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption.

Our Statement of Qualifications will demonstrate EcoTierra is a solid candidate to serve the Santa Fe Springs Planning Department staff. Our staff and firm's experience has been primarily related to in-fill development projects, large and small, primarily vertical mixed-use development with retail and residential, as well as warehousing projects, commercial retail centers and small residential developments, the type of projects that we would expect from a built-out community like Santa Fe Springs.

B. BACKGROUND AND EXPERIENCE

1. Firm's Background

EcoTierra Consulting, Inc. (EcoTierra) is an S-Corporation environmental consulting firm that has been in business for nearly 14 years and specializes solely in environmental analysis and documentation for public and private sector clients. The founding Principals, Curtis Zacuto and Craig Fajnor, incorporated the firm in California on June 8, 2010, after previously serving as the Senior Vice Presidents for a Southern California Environmental firm. Mr. Zacuto and Mr. Fajnor have over 60 years of collective experience in CEQA and NEPA compliance and document preparation.

EcoTierra has three office locations in California: Los Angeles, Westlake Village and Walnut Creek. Project staffing for the **City of Santa Fe Springs On-Call Professional Environmental Consulting Services** would primarily be out of the Los Angeles office, with technical staffing assigned to projects on a case-by-case basis. Like many businesses now, **EcoTierra** staff collaborate virtually on projects throughout the state and physical location does not necessarily determine project staffing. Curtis Zacuto, Principal (and President) is located in Westlake Village, California. Craig Fajnor, Principal (and Vice-President and CFO) is located in Los Angeles, California.

Office locations are shown below.

Corporate Office: Los Angeles	Westlake Village Office	Walnut Creek Office
633 W. 5th Street, 26th Floor Los Angeles, CA 90071 (213) 235-4770	5776-D Lindero Canyon Road #414 Westlake Village, CA 91362 (818) 356-9496	2244 Oak Grove Road, #30178 Walnut Creek, CA 94598 (510) 459-9337

EcoTierra is comprised of ten experienced CEQA/NEPA professionals with extensive environmental analysis experience. Our professional staff brings a reliable combination of knowledge and experience to each project. As a team of professionals who have collectively provided consulting services on hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, **EcoTierra** staff has earned a reputation for comprehensive, thorough, and conscientious work.

Staff background in private and public sector planning has resulted in a comprehensive understanding of the complex relationships between land use regulations, environmental impact, and project implementation. Our in-house experts understand legal issues, best practices, and special considerations to develop innovative, appropriate, and defensible solutions. In addition, as part of our continued environmental legal education, **EcoTierra** staff are members of various organizations including: the American Planning Association (APA), and the Association of Environmental Planners (AEP), former editors of The Dispatch, the newsletter of the Los Angeles Section of the APA, and American Institute of Certified Planners (AICP).

We are a nimble, efficient, and highly cost-effective environmental consulting firm that can handle projects of any size and complexity. Being small and agile, we are not encumbered by a large, corporate structure and provide Principal level of attention and detail to all of our projects. **EcoTierra** staff provides the highest quality work at a reasonable cost. **EcoTierra's** success is based upon the success of projects and the partnerships that **EcoTierra** builds with each client. **EcoTierra** welcomes the opportunity to provide such services to the City of Poway.

2. Local, Regional and State Experience

EcoTierra has prepared numerous documents for **urban in-fill** development representing various kinds of proposals from vertical mixed use (residential apartments/condominiums above ground floor retail) to small lot subdivisions surrounded by existing development and downtown redevelopment as well as commercial, retail, and industrial land uses. Our staff's project experience ranges from large, complex, regionally significant projects to suburban housing tracts, retail centers, public facilities, affordable housing projects, commercial projects, and institutional projects. This experience fits well with a built-out community seeking redevelopment of properties to meet the future needs of its residents and traditional industrial economic base.

Experience at a local level includes projects involving vertical mixed use and small lot subdivisions as well as hotel and senior care facilities. Note our local experience is demonstrated with several projects recently completed in the City of Anaheim. Examples of our work include the following projects that demonstrate similar characteristics as built-out communities redeveloping parcels for new uses (mixed use, residential, etc.):

- **A-Town, Areas B and E Initial Study – City of Anaheim.** The project would include development on two parcels in the A-Town Master Plan area. Area B would include development of an eight-level, mixed-use building consisting of 270 dwelling units (for-rent) and 21,640 square feet of ground floor indoor retail space. Area E would include development of The project would include development of a five-level, wrap around, apartment building consisting of 257 dwelling units. Staff included, Curtis Zacuto, Principal, Jennifer Johnson, Project Manager and Marisa Wyse, Environmental Planner.

- **A-Town, Area F Initial Study – City of Anaheim.** The project would include development of 17 multi-family residential buildings consisting of 73 dwelling units with associated infrastructure and common area improvements including a recreation center with a pool, spa and community room and pocket park for residents' use and leisure. Staff included, Curtis Zacuto, Principal, Jennifer Johnson, Project Manager and Marisa Wyse, Environmental Planner.

- **A-Town, Areas C and D Initial Study – City of Anaheim.** The project would include development on two parcels in the A-Town Master Plan area. Area C would include 253 residential dwelling units and 17,277 square feet of ground floor commercial space with 972 square feet of accessory outdoor dining space. Area D proposed structure will consist of six-levels, with two subterranean levels, and four levels above grade. The multiple family structure will include 255 residential dwelling units. Staff included, Curtis Zacuto, Principal, Jennifer Johnson, Project Manager and Marisa Wyse, Environmental Planner.

- **1442 Dale Avenue Categorical Exemption– City of Anaheim.** The Project includes the construction of 18 single-family, attached homes grouped into three buildings (Building 1, Building 2, and Building 3). The proposed homes would total 24,915 square-feet. Staff included, Curtis Zacuto, Principal, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse, Environmental Planner.

- **Anaheim Hills Senior Living Facility Categorical Exemption – City of Anaheim.** The project site is currently developed with an existing church totaling approximately 17,217 square feet and associated surface parking lot. Project implementation would involve demolition of the church and surface parking lot and construct an approximately 98,412 square foot building that would include 98 Assisted Living units and 20 Memory Care units for a total of 126 beds. The project would rise to 25 feet in height in two-stories. The project would include a surface parking lot with 55 parking spaces. Staff included Curtis Zacuto Principal/Project Manager, Jennifer Johnson, Project Manager and Katie Wilson, Air Quality/Noise Specialist.

- **Pepperwood Place Categorical Exemption – City of Anaheim.** Project implementation would involve demolition of the house and garage and develop a 12-unit small lot single-family residential subdivision. The proposed lots range from 3,463 square feet (sf) to 4,336 sf in size with 2-story, 4-bedroom single family detached homes ranging from 2,374 sf to 2,580 sf. Staff included Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Project Manager and Katie Wilson, Air Quality/Noise Specialist.

- **39 Commons Initial Study – City of Anaheim.** The applicant has proposed construction of a commercial center with five buildings, totaling 24,237 square feet. The project would include three "Pad buildings" (Pad A-C) and two "Shop buildings" (Shop 1 and 2). Staff included Curtis Zacuto, Principal/Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **Plaza at Santa Monica EIR– City of Santa Monica.** The Project included demolition of all existing on-site uses and construction of a new 357,000 sf mixed-use building ranging in height from 19 to 129 feet. The Project will include retail/restaurants (41,300 sf), cultural use (12,000 sf), affordable housing units (48 units), workspace (106,000 sf), hotel (240 rooms) and public open space (41,557 sf). Staff included, Curtis Zacuto, Principal/Project Manager, Jennifer Johnson, Project Manager, Katie Wilson, Air Quality/Noise Specialist, Marisa Wyse, Environmental Planner.

- **7660 Lankershim IS/MND – City of Los Angeles.** The Project would involve the demolition of the existing commercial buildings, surface parking lot, and two single family homes and construction of a 64-unit four-story multifamily residential building (with ground floor enclosed parking) on the northerly portion of the Project Site (fronting Lankershim Boulevard) and 99 three-story small lot homes on the remainder of the site**.** Staff included, Curtis Zacuto, Principal/Project Manager, Jennifer Johnson, Project Manager, Katie Wilson, Air Quality/Noise Specialist, Marisa Wyse, Environmental Planner.

- **Eldridge Lots IS/MND – City of Los Angeles.** The Project would involve the demolition of the existing building, surface parking lot, and associated uses and construction of a 70-lot residential subdivision including four private streets. Each single-family home would be built on a minimum 3,500 square-foot lot, with homes ranging in size from 1,311 square feet to 2,311 square feet. Staff included, Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Sr. Project Manager, Katie Wilson, Air Quality/Noise Specialist, Marisa Wyse, Environmental Planner.

- **2357 Durfee Multi-Family Categorical Exemption – City of El Monte.** Currently preparing a Class 32, In-Fill Categorical Exemption mixed use development consisting of 5,000 square feet of ground floor/restaurant space with 26 residential units in a 4-story building. A historic report is being prepared for the 3 existing on-stie buildings. Staff included, Curtis Zacuto, Principal/Project Manager, Jennifer Johnson, Project Manager, and Katie Wilson, Air Quality/Noise Specialist.

- **256 N. Michigan Condominium Project – City of Pasadena.** Technical studies (Air Quality, Greenhouse Gas Emissions and Noise Analyses) were prepared for an application to construct a 33,667 square foot, three-story, 34-unit condominium development. Staff included Curtis Zacuto, Principal/Project Manager and Katie Wilson, Air Quality/Noise Specialist.

- **170 N. Halstead Affordable Housing Project – City of Pasadena.** Technical studies (Air Quality, Greenhouse Gas Emissions and Noise Analyses) were prepared an application to a new seven-story, 52,890 square foot 100 percent affordable housing project consisting of 48 units with nine parking spaces and eight bicycle spaces in a ground level parking garage. Staff included Curtis Zacuto, Principal/Project Manager and Katie Wilson, Air Quality/Noise Specialist.

- **8899 Beverly EIR– City of West Hollywood.** The Project is a mixed-use development including the adaptive re-use of an existing 10-story and construction of new 17 residential units (including 13 townhomes and four affordable apartment units) totaling approximately 38,175 sf and an approximate 4,417 sf indoor pool house. The existing building would be re adapted into 64 condominium units. Staff included Curtis Zacuto, Principal/Project Manager and Jennifer Johnson, Project Manager.

- **Vermont Corridor EIR– Los Angeles County.** The Project involved environmental impact on potentially three historic buildings on three development project sites. The project involved reuse one building from commercial to residential use with 182 units and new construction of 146 residential units (including affordable senior housing), 471,000 square feet of new commercial office space, 17,500 retail space, and a 13,200 square foot community center. Staff included Craig Fajnor, Principal/Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, and Katie Wilson, Air Quality/Noise Specialist, and Marisa Wyse, Environmental Planner.

- **550-566 E. Colorado EIR Addendum – City of Pasadena.** A previous EIR analyzed a 5-story, 112,850 sf medical office and retail building with five-level subterranean parking garage for 402 vehicles. A new application was submitted for construction of a 195-room hotel (190,000 sf) with ground floor retail and dinning space. Staff included Curtis Zacuto, Principal/Project Manager and Shayne Lipsey, Project Manager.

- **590 South Fair Oaks EIR Addendum – City of Pasadena.** A previous EIR analyzed demolition of three existing commercial buildings and construction of a 4-story, 113,200 sf office building with 255 subterranean spaces. A new application was submitted to construct a new 100,00 square-foot, four-story, 56-foot tall, medical office building with two levels of subterranean parking accommodating 184 vehicle spaces. Staff included Curtis Zacuto, Principal/Project Manager and Shayne Lipsey, Project Manager.

- **ICON Panorama Mixed Use EIR– City of Los Angeles.** The project would involve demolition of three existing structures and surface parking lot, and construction of a mixed-use project with 422 multi-family residences totaling approximately 384,000 gross square feet (approximately 374,000 net square feet per City Zoning Code) of residential area, approximately 200,000 square feet of commercial space, and associated parking facilities. Staff included Craig Fajnor, Principal/Project Manager and Jenny Mailhot, Project Manager.

- **1633 26th Street EIR – City of Santa Monica.** the Project would consist of the refurbishment of the Site's existing three-story, 45,529 SF office building, and replacement of the existing 58,940 SF surface parking lot with two new four-story, 54' tall creative and business professional office buildings comprising a total of 129,265 SF of new floor area. Staff included Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Project Manager, Jennifer Johnson, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse, Environmental Planner.

Some **State and regionally significant projects** that staff has managed the CEQA/NEPA process include a range of retail centers with large-format commercial businesses such as Walmart and Target to warehousing projects. Examples of these project types include:

- **Target Sunset EIR – City of Los Angeles.** The project proposes the demolition of the existing 59,561 square feet of single-story buildings, electrical substation and parking lot and development of approximately 194,749 gross square feet of retail and associated uses. Staff included Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson, Project Manager and Marisa Wyse Environmental Planner.

- **Walmart Retail Center EIR – City of Tehachapi.** The proposed Walmart would be approximately 165,000 square feet in size, with all appurtenant structures and facilities, and would offer groceries and general retail

merchandise. The center included three out lots: 5,200 square feet of retail; 3,100 square foot fast food drive thru; 3,500 square foot fast food drive thru. Staff included Curtis Zacuto, Principal/Project Manager.

- **Barstow Retail Center EIR – City of Barstow.** The proposed project, Barstow Walmart, and Retail Center, consists of relocation of the existing Walmart store from the southern section of the project site to approximately 390 feet to the north with construction of a new approximately 200,000 square foot Walmart on vacant land. In addition, the project would include construction of a retail center on five contiguous development pads on the southern section of the site, encompassing the area of the existing Walmart store and parking area. Staff included Curtis Zacuto Principal/Project Manager.

- **Rosedale Commons Project EIR Addendum– City of Bakersfield.** The project included a new mixed-use development of 1.4 million square feet of retail commercial use, including a theater and 600,000 square feet of commercial use. The EIR Addendum analyzed changes which included 345,360 square feet of retail use as well as theater uses, medical office space, light industrial space, hospital and hotel and 1,062 residential units. Staff included Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, and Marisa Wyse Environmental Planner.

- **Bakersfield Rosedale/Coffee Commercial Center EIR – City of Bakersfield.** The proposed project includes construction of 422,192 square feet of commercial retail space that includes: 359,818 square feet of retail space; 25,161 square feet of restaurants/drive-thru uses; 4,000 square feet of financial institution space; 4,088 square foot gas station with convenience store; & 25,000 square foot health club. Staff included Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Katie Wilson Air Quality/Noise Specialist, and Marisa Wyse Environmental Planner.

- **El Segundo Corporate Campus Project EIR Addendums – City of El Segundo.** The project consisted of up to 2,550,000 gross square feet (sf) of buildings of light industrial/manufacturing, laboratories, commercial office, research and development and associated parking, technology related telecommunications and web hosting facilities, hotel/conference center, restaurant, retail, service, and similar ancillary support uses, served by extensive highway and transit facilities. Staff included Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Project Manager and Katie Wilson Air Quality/Noise Specialist.

- **Beach Cities Media Center EIR – City of El Segundo.** The project included 313,000 square feet of new development. The Beach Cities Media Campus conceptual plan includes the development of an approximately five-story, 240,000 square foot office building, a one-story, 66,000 square foot studio and production facilities building, 7,000 square feet of retail uses in two, one-story structures, and a seven-story parking structure. Staff included Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Project Manager and Katie Wilson Air Quality/Noise Specialist.

- **Compton Brickyard Commerce Center IS/MND – City of Commerce.** The project involved two potential site plan options, each of which includes the construction of multiple light industrial warehouse/distribution buildings with truck loading doors. Project site Plan A consisted of a 1.43 million square foot light industrial warehouse/distribution building and Project Site Plan. Project site Plan B included two buildings, one consisted of a 525,400-square foot light industrial warehouse/distribution building and the other 481,600-square foot light industrial building**.** Staff included Craig Fajnor, Principal/Project Manager.

- **Carson Avalon Industrial Center IS/MND – City of Carson.** The project involved the demolition of the existing 8,000 square foot vacant industrial building and construction of a new 230,000 square foot light industrial/warehouse building containing up to and associated access and parking improvements. Staff included Craig Fajnor, Principal/Project Manager.

- **Cleantech Commerce Center EIR – City of Los Angeles.** The project involved construction of a new 446,230 square foot warehouse/light industrial building complex including loading, parking, and ancillary office facilities. The project site is located south of downtown Los Angeles surrounded by industrial uses. Staff included Craig Fajnor, Principal/Project Manager.

Additional regionally significant projects that are high-profile and that were potentially controversial include projects such as Staples Center (now Crypto.com Center), Wilshire Grand (2nd tallest building west of the Mississippi River), Metro Universal and Los Angeles Air Force Base Land Conveyance and Development project:

- **Staples Center EIR – City of Los Angeles.** The project included construction of a 20,000 seat sports and entertainment arena, 100,000 square feet of ancillary retail, restaurant and entertainment uses and up to 50,000 square feet of office space in downtown Los Angeles. The EIR also made provision for future development of 500,000 square feet of mixed use (retail, 1,800 hotel rooms, and restaurant and entertainment uses). Staff included Craig Fajnor, Principal/Project Manager.

- **Wilshire Grand EIR – City of Los Angeles.** The project includes demolition of the existing Wilshire Grand Hotel and Centre, and the development of a new 65-story high rise (second tallest building in Los Angeles) maximum of 560 hotel rooms and/or condo-hotel units, 100 residential units, 1,500,000 square feet of office, 275,000 square feet of amenity areas including, but not limited to, project-serving retail and restaurant uses, conference and meeting rooms, ballrooms, spa, fitness center, and ancillary other hotel, residential, and office areas. Staff included Craig Fajnor, Principal/Project Manager.

- **Metro Universal EIR – City of Los Angeles.** The project proposed the development of approximately 1.47 million square feet of new commercial and possible residential uses in two phases. Staff included Craig Fajnor, Principal/Project Manager

- **LA Air Force Base Land Conveyance and Development EIR/EIS – U.S. Air Force.** The project involved a series of actions related to the possible conveyance, development, and use of four properties currently belonging to Los Angeles Air Force Base (LAAFB). The development included housing and retail serving uses. Staff included Craig Fajnor, Principal/Project Manager, Jennifer Johnson, Project Manager, and Jenny Mailhot, Project Manager.

In addition to these types of projects, EcoTierra has been involved with **City initiated projects** (local level) that include a homelessness center, housing elements, specific plans, general plan projects and peer review of development projects on behalf of the public agency. Some of these projects include the following examples:

Homeless

- **Fontana Homelessness Center – IS/MND and EA – City of Fontana.** The project included 150 living units (40,000 sf) situated in three care neighborhoods with sports court, open space and gathering spaces, 18,200 sf transitional housing on Site A. On Site B, additional 24-30 living units would be provided. Staff included Curtis Zacuto Principal/Project Manager

Individual General Plan Elements

- **El Segundo Circulation Element Update EIR – City of El Segundo.** The proposed Circulation Element Update encompassed proposed changes to the City's planned roadway system designed to meet the transportation needs of the City and to accommodate expected future growth in vehicle traffic in the City. The proposed Circulation Element Update also included the policy decision of the City not to change General Plan land use designations or change allowable FARs under the MU-N and CO zones. Staff included Craig Fajnor, Principal/Project Manager.

- **Imperial Beach Housing Element Update IS/MND – City of Imperial Beach.** The City of Imperial Beach's share of regional future housing needs per the RHNA is a total of 1,329 new units for the 2021-2029 Housing Element. The Element Update IS/MND analyzed the citywide impacts for increasing housing in the form of new density options in existing and new zones in several locations across the city. Staff included Curtis Zacuto Principal/Project Manager and Katrina Hardt Holoch Sr. Project Manager.

- **La Mesa Housing Element Update IS/MND – City of La Mesa.** The City of La Mesa's share of regional future housing needs is a total of 3,797 new units for the 2021-2029 Housing Element. To partially accommodate the RHNA, the City of La Mesa identified 10 opportunity sites for development. Staff included Curtis Zacuto Principal/Project Manager and Katrina Hardt Holoch Sr. Project Manager.

- **Bell Gardens Housing Element Update IS/MND – City of La Mesa.** The Bell Gardens Housing Element consists of the following major components: an overview of the purpose and contents of the Housing Element (Section 1); an analysis of the demographic and housing characteristics and trends (Section 2); a review of potential market, governmental, and environmental constraints to meeting the identified housing needs (Section 3); an evaluation of resources available to address housing goals (Section 4); a statement of the Housing Plan to address the identified housing needs, including housing goals, policies and programs (Section 5). Staff included Curtis Zacuto Principal/Project Manager and Katrina Hardt Holoch Sr. Project Manager.

- **El Segundo Housing Element Update IS/MND – City of La Mesa.** The City has selected 27 candidate sites. The City is proposing the addition of a RHNA housing overlay (RHNA-O) and RHNA mixed-use overlay (RHNA MU-O) to the sites' General Plan and zoning. The current General Plan designations and zoning would remain, with overlays added, which would allow property owners to have the option to develop under either set of standards (the underlying General Plan and zoning or the overlay). Staff included Curtis Zacuto Principal/Project Manager and Katrina Hardt Holoch Sr. Project Manager.

Specific Plans

- **El Segundo Downtown Specific Plan Element EIR – City of El Segundo.** The Downtown Specific Plan was originally adopted in 2000. The Downtown Specific Plan will be updated to re-vision the area, include a continued focus on Main Street infrastructure improvements, repurpose the Civic Center site, attract senior housing, and identify infill opportunities for various housing type. Staff included Craig Fajnor Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

General Plans

- **Agoura Hills General Plan Update EIR – City of Agoura Hills.** The project consists of a comprehensive update to the Housing Element and related updates to the Land Use Element and Land Use Map of the City of Agoura Hills General Plan. The project also includes updates to the City's Safety Element and Circulation Element in compliance with new state rules. Staff included Craig Fajnor Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **Chino Hills General Plan Update EIR – City of Chino Hills.** The update of the General Plan accommodates land use changes promulgated by the Chino Hills 2021-2029 Housing Element, adopted August 16, 2022. The Housing Element requires amending General Plan designations on some of the proposed Housing Element designated Regional Housing Need Assessment (RHNA) sites, which requires revisions to the Land Use Element and Land Use Map of the City of Chino Hills General Plan. The Housing Element also necessitates rezoning of some proposed RHNA sites. In addition, the City is required to make other changes to the General Plan in

response to recent State legislation. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager and Marisa Wyse Environmental Planner.

- **Sierra Madre General Plan Update EIR – City of Sierra Madre.** The project consists of a comprehensive update to the Housing Element and related updates to the Land Use Element and Land Use Map of the City of Sierra Madre General Plan. The project also includes updates to the City's Zoning Code, Zoning Map, and updates to the Safety Element and Circulation Element in compliance with new State rules. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager and Marisa Wyse Environmental Planner.

Zoning

- **Bell Gardens Zoning Map Consisting IS/MND – City of Bell Gardens.** The City has selected 27 candidate sites. The City is proposing the addition of a RHNA housing overlay (RHNA-O) and RHNA mixed-use overlay (RHNA MU-O) to the sites' General Plan and zoning. The current General Plan designations and zoning would remain, with overlays added, which would allow property owners to have the option to develop under either set of standards (the underlying General Plan and zoning or the overlay). Staff included Curtis Zacuto Principal/Project Manager, and Katrina Hardt Holoch Sr. Project Manager.

- **San Bernardino Development Code Update – City of San Bernardino.** The IS/ND analyzed the City's comprehensive revisions to the Development Code, official Zoning Map, and corresponding associated land use regulations including a variety of planning tools such as design guidelines to ensure consistency with, and successful implementation of, the goals, polices, and programs of the City's 2005 General Plan and consistency with State statutes. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager and Marisa Wyse Environmental Planner.

Peer Review

- **Rialto Birtcher EIR Peer Review– City of Rialto.** The project included peer review of an EIR on behalf of the City of Rialto for a proposed warehousing facility totaling 492,410 sf and 10,000 sf office space. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **Olive Grove EIR Peer Review– City of Rialto.** The project included peer review of an EIR on behalf of the City of Rialto for a proposed warehousing facility totaling 679,607 sf. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **City of Los Angeles Peer Review Services.** EcoTierra is currently on the City of Los Angeles' list to provide on-call environmental peer review services. Services range from answering technical questions on documents, providing additional measures to prevent environmental impacts, reviewing technical studies and reports, to providing feedback on technical adequacy and edits for correction. Staff included Craig Fajnor Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **Los Angeles World Airports Peer Review Service.** EcoTierra, as a subcontract to Landrum and Brown, provided QA/QC review on a white paper prepared to document a categorical exemption for projects including relocation of an existing bus maintenance facility within LAX airport and conversion to electric bus

maintenance for airport-run shuttles (inter-terminal, parking, etc.). Staff included Craig Fajnor Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **Port of Los Angeles Peer Review Service.** EcoTierra provided peer review of Draft EIR sections prepared by Ramboll (Aesthetics, Land Use, Public Services, Utilities), provided QA/QC, and also provided recommended revisions to the Port's templates for EIR sections for the Yang Ming Terminal Project. Staff included Craig Fajnor Principal/Project Manager, Katrina Hardt Holoch Sr. Project Manager, Jennifer Johnson, Project Manager, Jenny Mailhot, Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

Other relevant experience includes projects involving development on sites that have been previously contaminated on industrial sites and industrial/warehousing projects. These examples include:

- **Truck and Trailer Repair Project IS/MND – City of Colton.** The project would construct and operate an approximately 53,000-square-foot truck repair and maintenance facility at the project site. Staff included Curtis Zacuto Principal/Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **16201 Raymer Street IS/MND– City of Los Angeles.** The Project consists of the development and construction of an approximately 123,464 SF single story concrete tilt wall steel frame warehouse facility. The Project would demolish four existing buildings housing approximately + / -50,000 square feet of light industrial space, surface parking areas. Staff included Curtis Zacuto Principal/Project Manager, Katrina Hardt-Holoch, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse Environmental Planner.

- **1300 Lawrence Drive IS/MND– City of Thousand Oaks.** The project includes a new 112,384 sf warehouse with 8,000-square-feet of office space (including a 4,000-square-foot mezzanine. Project Site is currently improved as a surface parking lot in an industrial area. Staff included Curtis Zacuto Principal/Project Manager, Katie Wilson, Air Quality/Noise Specialist, and Marisa Wyse Environmental Planner.

- **Neighborhood Self Storage IS/MND– City of Santa Clarita.** The project would construct a three-story, 156,060 square-foot self-storage facility with up to 1,200 individual storage units. The site is vacant undeveloped land. Staff included Curtis Zacuto Principal/Project Manager, and Jennifer Johnson, Project Manager.

- **Box Springs Storage CE– City of Moreno Valley.** The project included a new 134,585 sf storage facility located on 0.99 acres in two buildings and would include 10 parking stalls. Staff included Curtis Zacuto Principal/Project Manager, Katie Wilson, Air Quality/Noise Specialist and Marisa Wyse, Environmental Planner.

- **5620 Vineland Storage IS/MND – City of Los Angeles.** The project consists of construction, operation, and maintenance of a new 103,531 square foot climate-controlled self-storage facility with a 1,200 square-foot on-site rental office and 3,150 square feet of retail space on the ground floor. Staff included Curtis Zacuto Principal/Project Manager and Jennifer Johnson, Project Manager.

3. Firm Characteristics

We are a nimble, efficient, and highly cost-effective environmental consulting firm that can handle projects of any size and complexity. Being small and agile, we are not encumbered by a large, corporate structure and provide Principal level of attention and detail to all of our projects. **EcoTierra** staff provides the highest quality work at a reasonable cost. **EcoTierra's** success is based upon the success of projects and the partnerships that **EcoTierra** builds with each client. **EcoTierra** welcomes the opportunity to provide such services to the City of Santa Fe Springs. Furthermore, **EcoTierra's** philosophy is to approach the preparation of environmental documents with an emphasis on quality and thoroughness of analysis as interested parties subsequently scrutinize projects, and therefore potential environmental impacts of a project must be fully analyzed and disclosed. We remain vigilant and at the forefront of the challenges you face and have the resources to provide timely solutions to you efficiently and cost effectively.

EcoTierra's professional staff brings a reliable combination of knowledge and experience to each client's project. As a team of professionals who have collectively provided consulting services on hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, **EcoTierra** staff has earned a reputation for comprehensive, reliable, and conscientious work. Our Principals and staff work on projects within established budgets while providing necessary and complete environmental analysis. As consultants, we typically outline various paths for environmental clearance with thoughtful discussion resulting in a recommend option that is best for the project and client.

Through the experience of working with a wide array of agencies and environmental specialists, **EcoTierra** staff have developed a process in coordination with these agencies to determine the correct type of CEQA process, analysis, and compliance that is needed for each project. This includes working with the agencies to develop the correct thresholds, and the specific project details that need to be analyzed for a specific project. Not all projects require full in-depth analysis on every CEQA topic. We work with the agency on targeting the topics of concern related to the project, it's setting and potential conflicts, in particular with neighboring buildings, residents and communities. For example, we've prepared EIRs focusing on a single topic or limited topics.

Our staff has extensive and broad experience with many public jurisdictions working closely to prepare the appropriate environmental document. To successfully move a document through environmental review, it's imperative for us to know and understand that jurisdiction's governmental process. As consultants, we've become adept to quickly learning a particular agency's approval process as it's necessary for the client and project to move along as efficiently as possible. We have experience working within the many jurisdictions, mainly Southern California.

We have experience using the CEQA process to address various environmental issues facing a particular project and community. As an example, we have used the CEQA process to address project design issues that would have potential negative effects on the surrounding/local community. Recently, **EcoTierra** has worked closely with project applicants on large-scale, high-profile projects in downtown Los Angeles (Wilshire Grand and The Reef projects) and in the Universal City area (Metro Universal project) that included extensive off-site commercial signage programs. Based on a framework for impact analysis that **EcoTierra** developed, **EcoTierra** worked with the project teams to modify initial designs for signage programs in a manner specifically intended to avoid impacts on surrounding communities. Taking into account the types and size of signs, lighting, animation, and elevation, **EcoTierra** was successful in convincing project applicants to focus signage primarily at the street level and away from residential areas to minimize impacts on adjacent residences, as well as more distant communities, while still accomplishing the primary goals of the proposed signage. For instance, program modifications included reduced animation and lighting levels for higher elevation signs, coupled with changes in orientation of lower level

signs to more effectively connect with target audiences. This "win-win" approach met the needs of both the project applicants and the surrounding communities and resulted in the approval of the signage programs by the cognizant City authorities.

Not all projects require full in-depth analysis on every CEQA topic. We work with the agency on targeting the topics of concern related to the project, it's setting and potential conflicts, in particular with neighboring buildings, residents and communities. For example, we've prepared EIRs focusing on a single topic or limited topics. One particular case involved a residential development in Hollywood that included as part of the project an historic building. The EIR focused on Cultural Resources/Historic as the single topic for in-depth analysis. Though it was a focused EIR, we proposed to analyze the rest of the CEQA topics to the level of an Initial Study to ensure the decision- makers and the general public were well informed of the entire environmental consequences of project development.

On another case, we prepared a full-issue EIR on a proposed development in downtown Santa Monica. The project involved a mixed- use development (hotel, housing, office, retail, parking) on a site owned by the City with two historic buildings. The public scoping meeting revealed the public's concern of a proposed tall, massive building on public land and wished for the site to be developed as a public park. Based on discussions with City staff, we proposed to have the EIR analyze two public park CEQA alternatives (one developing the site as a park and the other with a park and limited development).

We recognize that each project is unique and have different issues of concern, whether it be historic, public services/utilities, or biological resources. As part of our process, **EcoTierra** staff would work in coordination with City of Poway planning staff to determine the correct course of action and CEQA documentation that is required for each project, thereby limiting the chances of future litigation right from the start of the project.

4. Legal Challenges

Because of our extensive background in serving jurisdictions, we stay current on legislative updates and attend CEQA practice seminars. This allows us to know and anticipate legal and procedural requirements of regulatory agencies, and potential project hurdles associated with the CEQA process, which will enable us to assist the City in overcoming them. Our team members not only solve problems by staying cognizant of project details and technical issues, and applying its resources to creatively resolve any difficulties or issues that may arise during the environmental review process, but are also experienced at asking the right questions, drawing on in-house resources when needed, and providing effective resolutions that comply with CEQA guidelines and respond to any issue at hand. Our goal is to facilitate the environmental review process.

In addition to staying current on legislative updates and changes to the CEQA Guidelines, our team continuously monitors CEQA legal challenges to ensure that our documents are consistent with the latest caselaw. By keeping up to date with caselaw, we avoid consideration of unnecessary issues in our reports and prepare documents that are legally defensible.

EcoTierra has had one legal challenge to a project that was successfully upheld by Trial Court and the Court of Appeal. **EcoTierra** prepared an EIR for the Target @ Sunset & Western project, a 194,749-square foot, three-story structure anchored by a Target retail store and other ground-floor retail and restaurant uses. The project also includes ground floor and above grade parking and pedestrian amenities. The EIR for this project was certified in 2012. Subsequently, a community group initiated litigation against the project's land use entitlements and the Project EIR. The Project's EIR was upheld by the trial court, although the land use approvals were overturned. Following this litigation, **EcoTierra** prepared an Addendum to the Project EIR to address changes in

the environmental setting resulting from the delay caused by the initial litigation to support a new set of land use entitlements, which were approved in 2016. The same group again challenged the approvals and the EIR Addendum. The result of this litigation was that the Addendum and approvals were upheld by the Court of Appeal in 2018.

5. Firm's Method to Manage Projects

We see our job as extension of staff and to make their job easier by providing sound environmental documentation and an easy (as possible) review process. To accomplish this goal, we have identified three integral components that makes the environmental review process successful: Project Management, Budget Cost Control and Quality Assurance/Quality Control.

Approach to Project Management

Our project managers employ a proven project management system that results in high-quality, on-time, and on-budget deliverables to each client. We also recognize that success in complying with CEQA really comes down to three basic elements—proper scoping, staffing, and scheduling.

At **EcoTierra**, we see project management and experience with CEQA processing schedules as essential to the successful completion of a task or assignment. Using a detailed scope of work, we determine a timeline for each task in the process, including mandated public review periods and assumptions for internal City review and comment on documents. Our project manager will review the schedule in detail with City staff so that all parties are clear on the process and expectations.

We meet established project timelines and schedules by working efficiently in the following ways:

- We establish realistic schedules, in consultation with our clients, that are typically based on our experience with comparable projects.
- We start by knowing when we want to finish the project and working our way back to a reasonable, feasible schedule.
- We use available data to the extent feasible and avoid unnecessary analyses and data collection.
- We produce quality documents that get it right the first time to avoid endless rewrites and revisions.
- We provide flexibility in providing documents simultaneously or in parallel tracks, depending on the nature of the work and what needs to be done.

We are accustomed to providing deliverables on an accelerated timetable, a practice enabled by the high level of internal collaboration among staff at **EcoTierra** and by the depth of staff resources assigned to a given project.

In addition, because of our extensive background in serving jurisdictions, we know how to anticipate legal and procedural requirements of regulatory agencies, and potential project hurdles associated with the CEQA process, which will enable us to assist the City in overcoming them. Our team members not only solve problems by staying cognizant of project details and technical issues, and applying its resources to creatively resolve any difficulties or issues that may arise during the environmental review process, but are also experienced at asking the right questions, drawing on in-house resources when needed, and providing effective resolutions that comply with CEQA guidelines and respond to any issue at hand. Our goal is to facilitate the environmental review process.

Furthermore, the early identification and resolution of critical issues are imperative to keep a project on track and on schedule, coupled with careful and timely documentation of decisions reached. Based on this approach, we will proactively deal with potential variances from the schedule, early and intelligently, before they become a problem. In addition, our project managers and task leaders will communicate to City staff the impact of any schedule changes necessitated by circumstances outside of our control before or as they occur. These project management tools will result in constant vigilance over schedule and budget performance and consistent communications, with no surprises to the City.

As a small business, we have been structured from the outset to provide maximum flexibility and responsiveness to the needs of our clients. We are not burdened by an extensive management or overhead structure. When an assignment is received, our designated point of contact for the City of Santa Fe Springs, Curtis Zacuto, will coordinate with the City to determine the specific technical needs of the project and would then coordinate with our technical subconsultants to identify the most capable personnel to provide the needed services within the required time frame. This structure also promotes certainty as to the availability of personnel within the specified project time frame.

In addition to our daily activities, we analyze project details on a weekly basis and meet as a company and discuss the week's priorities and deadlines for each project. This weekly and continual monitoring allows us to anticipate project staffing needs and allows us to be responsive to our clients and their needs.

Budget Cost Control Approach

For every project, **EcoTierra's** project manager establishes a cost budget table which is referred during the entire environmental process to keep costs on track. This table is shared with staff working on the project and hours are assigned to staff per task. The project manager monitors weekly staff time applied to projects and can quickly keep see if there is a particular problem or issue that would result in escalation of hours/costs. **EcoTierra** project manager addresses the issue/problem with staff and Principal-in-Charge.

Cost control on all of our projects is achieved through the use of cost tables that we include with our invoice submissions which track billings against task budgets so that the City can see the status of billing and compare to percentage of work complete on a monthly basis. In project budgets, we provide fixed amounts for all tasks that are wholly under the control of **EcoTierra**, such as preparation of a screencheck draft document, which will not be exceeded unless the project changes. For tasks that are partially under our control such as review and revision tasks, we will provide estimated costs and provide the basis for our assumptions (e.g., number of review cycles). We will adhere to these budgets without question as long as the assumptions are not exceeded. For tasks that are out of the control of either **EcoTierra** or the City, such as responses to public comments, we can provide an estimate at the beginning of the environmental review process, but with the understanding that this will need to be re-visited when the scope of the task can be ascertained (i.e., after the close of the public review period).

EcoTierra is committed to providing cost-effective services to all of our clients. In addition to his management responsibilities, Mr. Fajnor is the Chief Financial Officer for the firm and has continual access to up-to-date accounting, cost, and budget information for the firm's projects. This information allows us to closely monitor the financial performance of all projects and identify potential problem areas early to allow for coordination and resolution with the client in a timely manner. As part of the initial organization of the project team for a particular assignment, a cost estimate will be developed that reflects the best estimates of the issues to be addressed and the likely levels of public and agency involvement and reaction to a project. However, one of the unavoidable characteristics of the environmental review process is that there are a number of steps, primarily those associated with public review and participation, which are beyond the control of **EcoTierra** and the City. It is particularly important that these steps be closely monitored, as they often require budget modifications if the response to a

project turns out to be more extensive than originally anticipated. Continuous monitoring, data collection and analysis, and communication are the keys to addressing these issues in a manner that is appropriate and fair to the City, the applicant, and the consultant team.

In any event, we will maintain close communication with the City throughout the process to ensure that costs are closely tracked in order to avoid surprises to the City and/or project applicant.

Quality Assurance/Quality Control Approach

As the environmental review consultant to the City, **EcoTierra** would work closely with the City throughout the process, starting with a face-to-face kickoff meeting to review the project, coordinate personnel assignments and set schedule milestones for the completion of key deliverables. We would expect to have regular contact via phone and daily contact via e-mail to keep each other informed as to project progress, information requirements, subconsultant coordination, and any other areas where coordination is required. Typically, on our projects, we set regular face-to-face and/or conference call meeting schedules which are held at a frequency as desired by the City.

EcoTierra would be responsible for ensuring that all procedural and technical requirements of CEQA and/or NEPA are met. We would prepare all documents for City review and approval, attend all scoping meetings and hearings, and ensure that all procedural and noticing requirements are met. We would expect to work closely with other specialized consultants from the City's previously approved list that are selected by the City to meet the specific technical needs of a project. We would review all reports provided by these consultants and provide comments that would be focused on ensuring that the analysis provided is sufficient under CEQA and/or NEPA. We would also provide recommendations on technical emphasis and the logic of impact evaluation related to these analyses to ensure that the resulting information that is put forth in the environmental document passes CEQA and/or NEPA muster. **EcoTierra** would utilize technical reports prepared by others to prepare the appropriate technical sections of the environmental document and would prepare all other sections that do not require specialized technical input.

We place particular emphasis on response to comments and final documents. When project environmental documents are challenged in litigation, our experience has been that the courts closely review responses to issues raised in the course of public and agency review of the documents to ensure that the lead agency is responsive to public and agency concerns. In our responses, we strive to be honest, acknowledge errors where appropriate, but offer vigorous defense of our analysis when we believe that a commenter is incorrect. We have found that this approach greatly reduces the risk that a court will find our document insufficient under CEQA and/or NEPA. To the extent that the City Attorney and/or outside counsel are involved in the review of draft and final environmental documents, we find that the document is stronger as a result.

Since **EcoTierra** specializes solely in environmental analysis and documentation, the project management staff can apply all available resources towards regularly upgrading the analytical approach and quality standards. **EcoTierra's** environmental documents are prepared to the standards and requirements of CEQA and NEPA, the latest State CEQA Statute and Guidelines, the Office of Planning and Research guidelines, state planning and zoning laws, and applicable lead agency regulations, in this case, the environmental documents are always prepared in a manner that meets **EcoTierra's** exacting standards of quality, with specific emphasis placed on a clear and substantive writing style.

6. Client Satisfaction

Customer satisfaction is paramount to our business. We prioritize understanding and fulfilling the needs of our clients through attentive service and tailored solutions. By consistently exceeding expectations and delivering exceptional value, we aim to cultivate long-term relationships built on trust and mutual respect. With extensive experience in consulting services and a track record of efficiently navigating numerous projects through the environmental clearance process, the **EcoTierra** team has established a reputation for comprehensive and conscientious work. **EcoTierra** staff will establish project timelines, outlining each person's assigned tasks and the corresponding hours required for completion. This approach ensures clearly defined Project timelines and provides the City with a means to track progress effectively.

C Staffing

A. PROJECT TEAM

EcoTierra will serve as the primary consultant and project manager on all City of Santa Fe Springs projects. **EcoTierra** staff will review all technical reports provided by the City staff and will assess the environmental impacts and provide guidance on CEQA and NEPA compliance. These services would primarily be out of the Los Angeles office, with technical staffing assigned to projects on a case-by-case basis. **EcoTierra** can provide sufficient staff resources at any given time. Because no two projects are the same and very few staff members are employed full-time on any one project, we employ project management techniques that allow us to adapt to individual project processes and timelines. Our staff are usually involved in multiple projects and the firm has strategic procedures in place to constantly evaluate workload and project staffing to ensure the success of every project. In addition to daily activities, we analyze project details on a weekly, monthly, and quarterly basis. This continual monitoring helps us to anticipate project staffing needs—allowing us to be highly responsive to our clients and their needs.

EcoTierra is teaming with the following firms which have the capacity to prepare environmental documentation for the City**:**

- **Linscott, Law & Greenspan, Engineers, Inc.** (Traffic and Transportation)
- **Cogstone Resource Management Inc.** (Cultural and Tribal Cultural Resources)

EcoTierra staff has worked with these subconsultants for many years, and, as such, our services are seamless to clients. **EcoTierra** has the capacity to perform the required services and is sufficiently staffed and outfitted to perform the required services.

Figure 1 presents an organization chart of the **EcoTierra** Consulting team.

1. EcoTierra Team

Descriptions of the **EcoTierra's** team personnel are provided below. Resumes for team members detailing qualifications and experience are included at the end of this section.

Curtis Zacuto, Co-Founder and Principal

Mr. Zacuto, Co-Founder and Principal of **EcoTierra**, has over 36 years of experience in preparing CEQA documents and specializes in urban and rural projects and has managed large and complex and controversial projects throughout the Southern and Central California region. Mr. Zacuto from will be the **primary liaison** with the City and **primary Project Manager**. Prior to founding **EcoTierra** with Mr. Fajnor, Mr. Zacuto served in a senior management position at other environmental consulting firms in addition to working in the public sector and serving 13 years as a Planning Commissioner. Within his tenure, Mr. Zacuto served as Principal Campus Environmental Planner for UCLA, where he oversaw implementation of the campus' Long-Range Development Plan (and its update) with numerous campus development projects requiring Categorical Exemptions, Initial Studies and EIRs and their accompanying technical studies. In addition, Mr. Zacuto has extensive experience with urban infill development and has direct experience with projects that are highly visible and controversial. Some of these projects include Walmart development proposals in various locations in California, as well as increased density development projects throughout Southern California. Recent experience includes infill residential development (undeveloped hillside areas and vacant and redevelopment sites) retail centers, mixed-use, office buildings, industrial warehousing development projects. In addition, he has recently been principal in charge of general plan and housing element updates. Mr. Zacuto will be available to provide strategic direction and work product quality control, and will provide project scoping, and budgeting. Percentage of time on spent on City projects would be 80%.

Craig Fajnor, Co-Founder and Principal

Mr. Fajnor, Co-Founder and Principal of **EcoTierra**, has 38 years of experience in urban planning, including 30 years of experience exclusively in the field of environmental planning and documentation. Prior to founding **EcoTierra** with Curtis Zacuto, Mr. Fajnor served in a senior management position at various consulting firms for over 17 years and operated an independent consulting practice for more than four years. Mr. Fajnor specializes in urban projects and has managed large and complex projects throughout the Southern California region. Mr. Fajnor brings hands-on experience in all forms of environmental documentation which may be needed to meet the requirements of CEQA and NEPA. Some of his experience include urban, infill, high-profile projects like sports arenas (*Crypto.com – formerly Staples Center),* low rise to high rise multi-use development projects, landfill/recycling facilities, general plan, and specific plan projects. Mr. Fajnor will be available to provide strategic direction and work product quality control. Percentage of time on spent on City projects would be 10%.

Lainie Herrera, Senior Project Manager

Ms. Herrera is a Senior Project Manager with over 20 years of experience managing and preparing CEQA and NEPA environmental documents. Her experience includes residential, office, mixed-use, institutional, recreation, and infrastructure projects, for which she coordinates between agencies, applicants, consultants, and attorneys to certify CEQA documents as part of the overall project entitlement process. Recent projects range in urban infill residential and commercial/retail center projects. Ms. Herrera also has experience with community outreach, land use entitlements and findings, and public hearings. She will provide environmental document preparation and work product quality control back-up**.** Percentage of time on spent on City projects would be 30%.

Katrina Hardt-Holoch, Senior Project Manager

Ms. Hardt-Holoch is a Senior Project Manager with over 24 years of experience managing and preparing CEQA and NEPA environmental documents. She leads and directs multidisciplinary teams conducting environmental review and compliance activities for a variety of projects, including mixed-use and residential development, educational/institutional facilities, commercial and light industrial development, recreational facilities, master and specific plans, roadway and bicycle facilities, rail, restoration, and general plan updates. Ms. Hardt-Holoch was assistant project manager for the Chino Hills General Plan EIR. Ms. Hardt- Holoch has recently been involved with urban infill projects such as residential annexation, hillside residential developments, park development plans, public facility projects (e.g., libraries), retail centers and housing element update and general plan update projects. Ms. Hardt-Holoch will be available to provide strategic direction, work product quality control, and document preparation. In addition to these duties, Ms. Hard-Holoch will assist also be assigned as a Project Manager depending upon the project and her availability. Percentage of time on spent on City projects would be 80%.

Jennifer Johnson, Project Manager

Ms. Johnson, Project Manager has over 23 years of experience in land use analysis and preparation of environmental review documents pursuant to CEQA and NEPA. Ms. Johnson has assisted and managed projects involving the preparation of environmental documentation for both private and public sector clients. Ms. Johnson has been involved in numerous types of projects, including but not limited to, high-density residential projects, mixed-use projects, office projects, educational/institutional projects, and entertainment and sporting facility projects. Ms. Johnson has been involved low rise to high rise multi-use development projects, residential development, retail center facilities, general plan, and specific plan projects. Her responsibilities include the following: management of projects; project budgeting and scheduling; work product quality control; conducting research and writing various document sections; and coordination with regulatory agencies and subcontractors. Percentage of time on spent on City projects would be 30%.

Jenny Mailhot, Project Manager

Ms. Mailhot, Project Manager from has more than 26 years of experience in the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Ms. Mailhot has acted as a day-to-day contact for clients, agency staff, and attorneys, providing valuable insight to the environmental constraints of various projects. She has managed and prepared documentation for highly controversial projects, including residential, retail, office, mixed-use, institutional, recreational, museums, and infrastructure projects. Recent experience includes infill residential development (undeveloped hillside areas and vacant and redevelopment sites) retail centers, mixed-use, office buildings projects. Ms. Mailhot will assist with the preparation of environmental documentation and will be assigned as a Project Manager. Percentage of time on spent on City projects would be 80%.

Shayne Lipsey, Project Manager

Ms. Shayne Lipsey is a Project Manager from with more than 33 years of experience in environmental and land use planning. Ms. Lipsey's experience includes both the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector, as well as preparation of General Plans, Specific Plans, and entitlement documents. Ms. Lipsey has prepared and co-managed a variety of environmental review documents, including Environmental Impact Reports, Initial Studies, Negative Declarations and Mitigated Negative Declarations, Environmental Assessments, Addenda, Mitigation Monitoring and Reporting Programs, and other focused environmental analyses. Recently she has assisted with infill residential development retail centers, mixed-use, office buildings, industrial warehousing development projects. Her diverse project experience includes commercial/retail, mixed-use, single- and multi-family residential, institutional, and master planned developments throughout Southern California. Ms. Lipsey will assist with the preparation of environmental documentation. Percentage of time on spent on City projects would be 10%.

Jenny Mailhot, Project Manager

Ms. Mailhot, Project Manager from has more than 26 years of experience in the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Ms. Mailhot has acted as a day-to-day contact for clients, agency staff, and attorneys, providing valuable insight to the environmental constraints of various projects. She has managed and prepared documentation for highly controversial projects, including residential, retail, office, mixed-use, institutional, recreational, museums, and infrastructure projects. Recent experience includes infill residential development (undeveloped hillside areas and vacant and redevelopment sites) retail centers, mixed-use, office buildings projects. Ms. Mailhot will assist with the preparation of environmental documentation and will be assigned as a Project Manager. Percentage of time on spent on City projects would be 80%.

Katie Wilson, Senior Air Quality and Noise Specialist

Ms. Wilson is a **Senior Air Quality and Noise Specialist** and has 18 years of experience preparing air quality, GHG, health risk assessments, and noise technical studies. Ms. Wilson is proficient in CalEEMod, EMFAC, AERMOD, CALINE, FHWA Traffic Noise Prediction Model (FHWA-RD-77-108), Roadway Noise Construction Model (RCNM), and Sound Plan Essential. Ms. Wilson has extensive experience in acoustical, air quality, greenhouse gas (GHG) and health risk impact assessment analyses for public and private sector projects throughout California. She has directed and assisted on hundreds of projects involving air quality and acoustical impact analyses, with an emphasis on accurate and defensible analyses performed in support of CEQA and/or NEPA environmental documentation. Ms. Wilson will prepare all air quality, greenhouse gas emissions, energy, and noise studies. Percentage of time on spent on City projects would be 20%.

Marisa Wyse, Environmental Planner

Ms. Wyse is an Environmental Planner with over 20 years of experience managing and preparing CEQA and NEPA environmental documents. Ms. Wyse also serves as a Project Manager for MNDs and CEs. She has assisted and managed projects involving the preparation of environmental documentation for both private and public sector projects. Her project experience includes roadway improvements, park development, public facility land use, mixed-use development, hospital/medical facility development and expansion, school development, and energy facility construction. Her project experience includes roadway improvements, park development, public facility land use, mixed-use development, hospital/medical facility development and expansion, school development, and energy facility construction, for which she coordinates between agencies, applicants, consultants, and attorneys to certify CEQA documents as part of the overall project entitlement process. Ms. Wyse will assist with the preparation of environmental documentation. Percentage of time on spent on City projects would be 50%.

2. Subconsultants

Linscott, Law & Greenspan, Engineers, Inc.

David Roseman, P.E., Principal
600 South Lake Avenue, Suite 500
Pasadena, CA 91106
(626) 796-2322
maberry@llgengineers.com
https://llgengineers.com/

Linscott, Law & Greenspan, Engineers, Inc. (LLG), provides transportation planning, traffic engineering and parking consulting services to public agencies and the private sector. LLG is a well-respected firm of medium size, comprised of over fifty dedicated professionals, many with Professional Registration in Traffic Engineering, Civil Engineering, or both. LLG offices located in Woodland Hills, Pasadena, Irvine, and San Diego serve their clients on a wide variety of complex issues. Since our founding in 1966, in excess of 10,000 engagements have been completed involving a wide variety of projects throughout the United States and Overseas, with the core of our practice in Southern California.

David Roseman, P.E., Principal

Mr. Roseman has over 36 years of experience in overseeing all aspects of transportation, traffic and parking, including but not limited to traffic control device placement, traffic signal design and operations, geometric street design, transportation improvement projects, work area traffic controls, traffic calming, bicycle and pedestrian facilities, on-street parking regulations, development review and coordination, oversight of transportation grants and funds, inter-agency coordination, oversized and overweight truck permitting, and the operation and management of City-owned off-street parking facilities. Mr. Roseman leads public meetings and provides expert witness services. Mr. Roseman is the Managing Principal of LLG's Pasadena office and is a licensed Traffic Engineer in the State of California. Mr. Roseman holds a Bachelor of Science in Civil Engineering from California State University and received a Certificate of Appreciation from the Director of the United States Secret Service for his development and implementation of the transportation plan for the 2000 National Convention.

David Shender, P.E., Principal

Mr. Shender has over 39 years of experience within the traffic engineering and transportation planning industry, with particular emphasis in the preparation of master planning site access and circulation studies, parking studies, and CEQA-related environmental documentation for a variety of projects, with particular focus on the formulation of comprehensive transportation mitigation packages. Mr. Shender has extensive experience in presenting

transportation studies to a spectrum of audiences including land- use decision-makers and community groups. Mr. Shender is a Principal of LLG's office in Pasadena, California and currently serves as President of LG2WB Engineers, Inc., dba Linscott, Law & Greenspan, Engineers. Mr. Shender is a licensed Civil Engineer with registration in the States of California and Nevada. Mr. Shender holds both a Bachelor of Science (BS) and Master of Science (MS) in Civil Engineering from Drexel University.

Alfred Ying, P.E., Senior Transportation Engineer

Mr. Ying holds over 33 years of traffic engineering and transportation planning experience, with particular emphasis on the preparation of transportation impact studies and parking studies for various development projects pursuant to the requirements of CEQA. He is a graduate of the University of California, Los Angeles in 1992. Mr. Ying has a background in complex operational analyses for intersections and roadway corridors and specializes in simulation of traffic flows. He has prepared Caltrans Permit Engineering Evaluation Reports (PEER) for the processing of highway improvements and has performed numerous traffic signal timing, signal progression, and signal warrant analyses. Mr. Ying is a licensed Traffic Engineer in the State of California, a certified Professional Transportation Planner with the Transportation Professional Certification Board, Inc., and a certified Employee Transportation Coordinator with the South Coast Air Quality Management.

Chin Taing, PTP, RSP1, Senior Transportation Planner

Ms. Chin Taing has over 22 years of experience in the preparation of transportation planning analyses, including transportation impact studies and parking studies to support the environmental review process for a variety of project developments in and around the greater Los Angeles region and areas of in the San Gabriel Valley region. Ms. Taing is a certified Professional Transportation Planner (PTP) and Road Safety Professional (Level 1) (RSP1) with the Transportation Professional Certification Board, Inc. Ms. Taing holds a Bachelor of Arts (BA) degree in Geography with emphasis on Environmental Studies from the University of California, Los Angeles.

LLG Project Experience:

Since our founding in 1966, over 15,000 engagements have been completed involving a wide variety of projects throughout the United States, with the core of our practice in Southern California. A representative list of recent projects (within the last three years) in which EcoTierra and LLG have worked together as a team:

- **Pepperwood Place Project, City of Anaheim. EcoTierra Prepared the Environmental Documentation. LLG prepared a traffic impact analysis.** The proposed Project site is located at 910 S. Western Avenue (i.e. generally on the east side of Western Avenue and north of Ball Road), in the City of Anaheim, California. The Project site is currently occupied with a vacant single-family home that will be demolished. The proposed Project will consist of 12 single-family residential dwelling units on a private street with a "hammerhead" turnaround area. The proposed Project is expected to be completed in the Year 2022. Access to the proposed Project site will be provided via one (full-access private street driveway along Western Avenue (i.e. Project Access No. 1).

- **Colton Truck and Trailer Technical Memorandum, City of Colton. EcoTierra Prepared the Environmental Documentation. LLG prepared the Vehicle Miles Traveled (VMT) Analysis Technical Memorandum.** This Technical Memorandum presents the VMT screening criteria, analysis methodology, significance thresholds, VMT analysis, mitigation measures and conclusions. The Project applicant is proposing to construct an approximately ±53,00 square-foot (SF) truck repair and maintenance facility with nine (9) service bays on approximately 4.7 acres of the 36-acre property, which consists of two parcels (APN 163-

141-18 and 163-141-19), at 790 E M Street and 375 Mt. Vernon Avenue in the City of Colton. The proposed Project is consistent with the zoning and General Plan designations of M-2 (Heavy Industrial).

- **Chino Hills Paradise Ranch EIR, City of Chino Hills. EcoTierra Prepared the Environmental Documentation**. **LLG prepared the traffic study.** The Project site is an 85-acre lot, currently occupied by two existing homes, and is generally located east of Canyon Hills Road and south of Esquilime Dive, adjacent to the existing Oak Tree Downs Community and the newly developed Hillcrest Community in the City of Chino Hills, California. The proposed Project includes the development of a new 51 dwelling unit (DU) single-family residential community.

- **Chino Hills General Plan Update EIR, City of Chino Hills. EcoTierra is preparing the Environmental Documentation**. **LLG prepared the traffic study.** The update of the General Plan accommodates land use changes promulgated by the Chino Hills 2021-2029 Housing Element, adopted August 16, 2022. The Housing Element requires amending General Plan designations on some of the proposed Housing Element designated Regional Housing Need Assessment (RHNA) sites, which requires revisions to the Land Use Element and Land Use Map of the City of Chino Hills General Plan. The Housing Element also necessitates rezoning of some proposed RHNA sites. In addition, the City is required to make other changes to the General Plan in response to recent State legislation.

Cogstone Resource Management

Molly Valasik, CEO and CFO Project Manager and Principal Archaeologist
1518 W. Taft Avenue
Orange, CA 92865
(714) 974-8300
MValasik@cogstone.com
http://www.cogstone.com/

Cogstone Resource Management specializes in paleontology, archaeology, and history. We serve both public and private sector clients throughout the United States. Our clients are repeat customers who appreciate Cogstone's solid, dependable deliverables that meet all regulatory requirements for federal, state, and local regulations, including NEPA and Section 106 of the National Historic Preservation Act (NHPA), among others.

Over the past 20 years, Cogstone has successfully completed over 1,600 paleontological, archaeological, and historic resources projects within the broad range of planning and execution phases of large and small projects. We provide services for multiple sectors, including transportation, energy, renewable energy, bridges, schools, residential and commercial development, landfills, mining, pipelines, telecommunications, water, and infrastructure. The company continues to impact the marketplace with its innovative solutions, customer satisfaction and value-delivered services.

Cogstone takes pride in its ability to respond quickly and effectively to the diverse needs of clients. The company's client list includes a broad array of federal, state, and county public agencies, full-service engineering and environmental firms, and private developers.

Molly Valasik, CEO and CFO, Project Manager and Principal Archaeologist

Ms. Valasik serves as Cogstone's CEO and CFO and helps guide the vision and direction of Cogstone. She has been with the company since 2009 and has helped transition Cogstone from sole ownership to multiple owners with an active board of directors. Ms. Valasik is a Registered Professional Archaeologist (RPA) with more than 14 years

of experience. She is a skilled professional who is well-versed in the compliance procedures of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA) and regularly prepares cultural resources assessment reports for a variety of federal, state, and local agencies throughout California. Ms. Valasik has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She is accepted as a Principal Investigator for prehistoric archaeology by the State Historic Preservation Office (SHPO) and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resource Use Permit.

John Gust Principal Investigator for Archaeology

Dr. Gust is a Registered Professional Archaeologist (RPA) with over 11 years of experience in field archaeology. His field expertise includes pedestrian surveys, excavation monitoring, resource recording, and historic artifact analysis. Dr. Gust has extensive experience in California cultural resources, having served as Principal Investigator on projects for the City of San Juan Capistrano, Southern California Edison, Pacific Gas and Electric, the City of San Jose, Los Angeles International Airport, and the City of Morro Bay. He has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. He has also managed cultural resources monitoring projects for both public and private sector clients. He meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation.* Dr. Gust is a member of the Society for California Archaeology, Society for American Archaeology, and the American Anthropological Association.

Shannon Lopez, Architectural Historian

Ms. Lopez is a qualified architectural historian with over five years of experience who meets or exceeds the Secretary of the Interior's Standards and Guidelines for Architectural History. Her experience includes architectural history research and surveys with photo documentation and recording of built environment resources for local and federal projects. She has extensive knowledge with Native American consultation, consultation with local and state historical societies, and in the analysis of primary and secondary sources. Ms. Lopez is acknowledged as an approved Architectural Historian by Caltrans and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resources Use Permit. She is accepted as a Principal Investigator for Architectural History and History by the State Historic Preservation Office (SHPO). We have worked with Cogstone for many years. The following is the most recent project in which EcoTierra and Cogstone have prepared the environmental document as a team.

Cogstone Resource Management Project Experience:

- **Baseline Road Single-Family Residential and Annexation Tentative Tract Map 82001 Project, City of La Verne. EcoTierra Prepared the IS/MND. Cogstone prepared the Cultural Studies.** The proposed Baseline Road Single-Family Residential and Annexation Project (Project) would annex an approximately 19.44-acre undeveloped parcel in the West Claremont portion of unincorporated Los Angeles County into the City of La Verne (City) and the development of seven single- family dwelling units and associated infrastructure.

B. RESUMES

Resumes of our project team including subconsultants are provided after Figure 1 Organizational Chart.

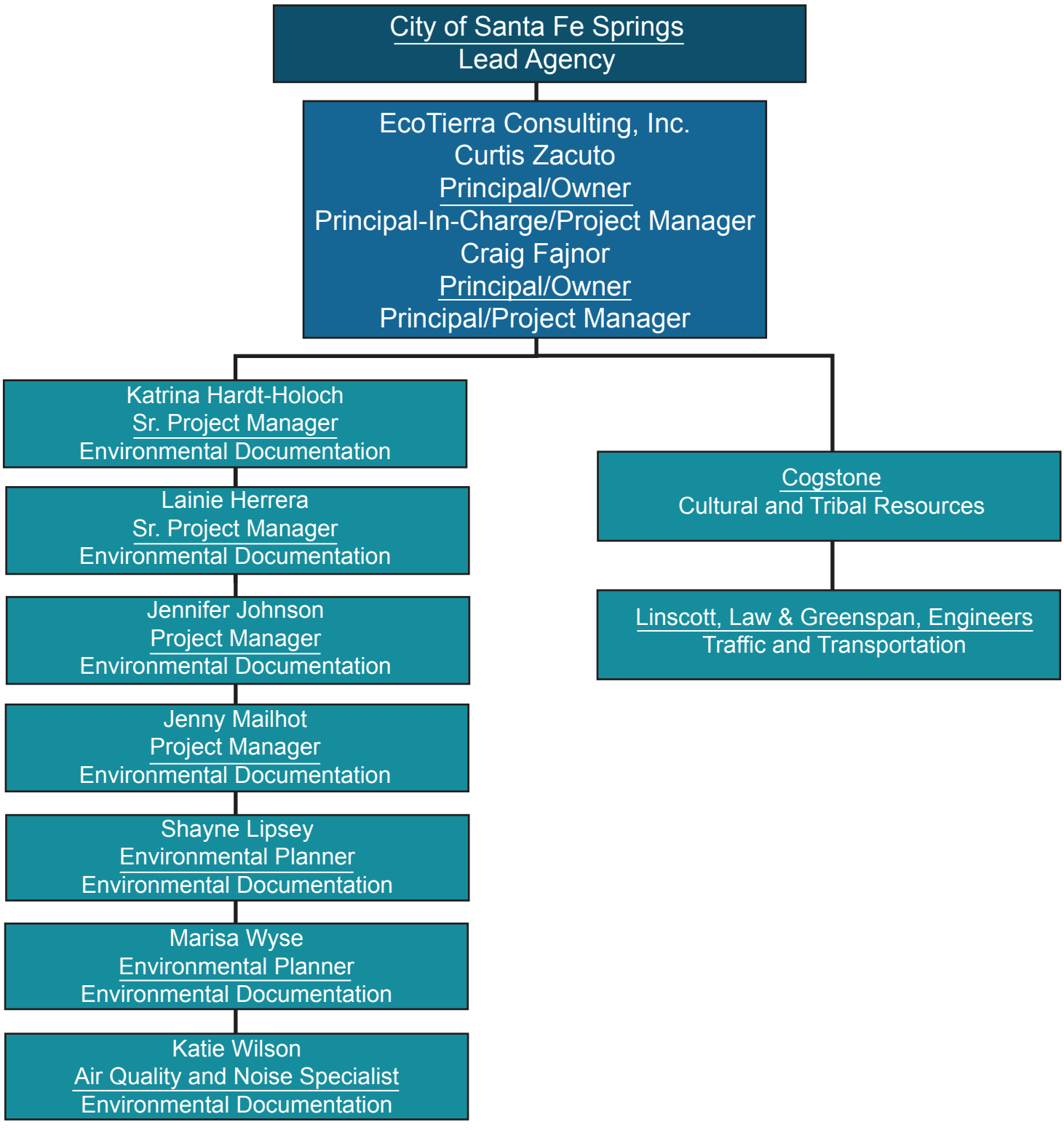

Figure 1
Organization Chart

EcoTierra consulting

CURTIS ZACUTO / PRINCIPAL

Experience Summary

Mr. Curtis Zacuto, Co-Founder and Principal of **EcoTierra Consulting, Inc.**, has more than 37 years of experience in environmental planning and project management. Mr. Zacuto has served in a senior position at previous consulting firms and has worked for a public university as a principal campus environmental planner. Mr. Zacuto specializes in urban and rural projects and has managed large and complex and controversial projects in the Los Angeles area and throughout the Southern California region. Mr. Zacuto's background in private and public sector planning has resulted in a comprehensive understanding of the complex relationships between land use regulations, environmental impact and project implementation.

Education Background and Professional Affiliations

- M.U.R.P. in Planning – California State Polytechnic University, Pomona
- B.A. in Sociology - UCLA
- American Planning Association (APA)
- Association of Environmental Planners (AEP)

Project Experience

- 6th/Harvard Mixed Use Hotel EIR
- 1633 26th Street Santa Monica
- 7720 Lankershim Residential
- 12444 Chandler Blvd Residential
- The Plaza at Santa Monica EIR
- 8899 Beverly Blvd EIR
- Anaheim 39 Commons Initial Study
- Anaheim A-Town Areas B & E Initial Study
- Anaheim Holden Sr. Housing Facility CE
- Anaheim Pepperwood Place CE
- Chino Hills Paradise Ranch EIR
- City of Sierra Madre Housing Element EIR
- Community Recycling & Resource Center EIR
- Crescent Hts. Condominium Project EIR
- Eldridge Lots Residential
- Franklin Avenue Apartment Project EIR
- Gower/Hollywood Condominium Project EIR
- Housing Element Updates IS/ND (Bell Gardens, El Segundo, Glendora, Imperial Beach, La Mesa)
- La Verne Baseline SFR & Annexation IS/MND
- Keystone Subdivision Project EIR
- Laing Homes Studio City IS/MND
- Malibu Valley Inn & Spa Resort Hotel EIR
- Morrison Hotel EIR
- NBC Studios Master Plan EIR
- North Hollywood Self Storage IS/MND
- Paseo Plaza Mixed Use Development EIR
- Simi. Valley, Parker Ranch EIR
- The Village at Tarzana Residential Project
- Walmart EIR (Garden Grove)
- Walmart EIR (Lancaster)
- Walmart Technical Studies (Lompoc)
- Walmart EIR (Ridgecrest)
- Walmart EIR (Tehachapi)
- Warner Bros Studios Master Plan EIR
- West Hollywood 8899 Beverly Blvd EIR
- Woodley/SF Mission Project

EcoTierra consulting

CRAIG FAJNOR / PRINCIPAL

Experience Summary

Mr. Craig Fajnor, Co-Founder and Principal of **EcoTierra Consulting, Inc.**, has 38 years of experience in environmental planning and project management. Mr. Fajnor has served in a senior management position at various consulting firms for over 18 years and operated an independent consulting practice for more than 13 years. Mr. Fajnor specializes in urban projects and has managed large and complex projects in Los Angeles and throughout the Southern California region, including EIRs for the Staples Center and Hollywood and Highland projects, and an EIR/EIS for the Los Angeles Air Force Base. Mr. Fajnor brings extensive hands-on experience in all forms of environmental documentation which may be needed to meet the requirements of the California Environmental Quality Act and the National Environmental Policy Act.

Education Background and Professional Affiliations

- M.A. in Planning – University of Virginia
- B.A. in Political Science – Duke University
- American Planning Association (APA)
- Former editor of The Dispatch, newsletter of the Los Angeles Section of APA

Project Experience

EIRs/EISs

- Anaheim Gateway Project (EIR)
- Ashland Chemical Distribution Center (EIR)
- Bradley Landfill and Recycling Center Master Plan (EIR)
- Chinatown Redevelopment Project (EIR Addendum)
- Downey Studios Mixed-Use Development Specific Plan (EIR)
- Grand Avenue Project (EIR Addendum)
- Harbor Gateway Center (EIR)
- Hollywood & Highland (EIR)
- Hollywood Redevelopment Plan (EIR)
- Hollywood and Vine (EIR Addendum
- Kinder-Morgan Tank Farm Projects (EIR)
- LAAFB Land Conveyance, Construction and Development Project (EIR/EIS)
- Metro Universal Project (EIR)
- North Hollywood Arts and Entertainment District (EIR/EIS)
- Olive Avenue Development Peer Review
- Playa Vista Phase I (EIR)
- Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development (EIR)
- Santa Monica-UCLA Medical Center (EIR)
- Staples Center (EIR)
- UCLA University Village Expansion (EIR)
- Universal City Specific Plan (EIR)
- Wilshire Grand Redevelopment Plan (EIR)
- Vermont Corridor (EIR)

Initial Studies/MNDs/EAs

- California Hospital Medical Center Seismic Reconstruction (EA)
- Sunquest Business Park (EA)
- Wiseburn School District Reconstructions (MND)

KATRINA HARDT-HOLOCH / SR. PROJECT MANAGER/REGIONAL MANAGER NORTHERN CALIFORNIA

Experience Summary

Katrina Hardt-Holoch is a Senior Environmental Planner/Project Manager at **EcoTierra Consulting, Inc.** with over 24 years of experience managing and preparing CEQA and NEPA environmental documents. She leads and directs multidisciplinary teams conducting environmental review and compliance activities for a variety of projects, including urban development, educational/institutional facilities, recreational facilities, master and specific plans, roadway and bicycle facilities, rail, restoration, and general plan updates.

Education Background and Professional Affiliations

- M.U.R.P. in Planning – Portland State University
- B.U.S. in Physical Geography – University of New Mexico
- American Planning Association (APA)
- American Institute of Certified Planners (AICP), #017806

Project Experience

- Rialto Olive Grove Dev. IS/MND Peer Review
- Rialto Birtcher Logistics IS/MND Peer Review
- 16201 Raymer IS/MND (City of L.A.)
- 156 Business Parkway Addendum IS/MND (City of Hollister)
- Business Parkway IS Addendum (City of Livermore)
- South Hayward Development Project IS/MND (City of Hayward)
- Steelwave Industrial Park Addendum IS/MND (City of Hayward)
- 225 Greenville Road IS/MND (City of Livermore)
- Crystal Springs Uplands School EIR (City of Belmont)
- Tolay Lake Master Plan EIR (Sonoma County Regional Parks)
- Gelson's Market IS/MND (City of Manhattan Beach)
- Bixel Residences IS/MND (City of Los Angeles)
- 627 Vermont IS/MND (City of Los Angeles)
- Britannia Cove at Oyster Point Specific Plan Subsequent EIR (City of South San Francisco)
- Gateway Business Park Master Plan EIR (City of South San Francisco)
- East Bay Greenway IS/MND (Alameda County Transportation Commission)
- Rainier Cross-Town Connector Project EIR (City of Petaluma)
- Bakersfield to Palmdale High-Speed Rail Project EIR/EIS (California High-Speed Rail Authority)
- Fresno to Bakersfield High-Speed Rail EIR/EIS (California High-Speed Rail Authority)
- Antioch General Plan Land Use Element Addendum (City of Antioch)
- Healdsburg General Plan EIR (City of Healdsburg)
- Campbell General Plan Update EIR (City of Campbell)
- Alameda Point General Plan Amendment EIR (City of Alameda)
- San Pedro Community Plan EIR (City of Los Angeles)
- Westlake Community Plan EIR (City of Los Angeles)

LAINIE HERRERA / SENIOR PROJECT MANAGER

Experience Summary

Lainie Herrera is a Senior Project Manager at **EcoTierra Consulting, Inc.** with over 20 years of experience managing and preparing CEQA and NEPA environmental documents. Her experience includes residential, office, mixed-use, institutional, recreation, and infrastructure projects, for which she coordinates between agencies, applicants, consultants, and attorneys to certify CEQA documents as part of the overall project entitlement process. Ms. Herrera also has experience with community outreach, land use entitlements and findings, and public hearings.

Education Background and Professional Affiliations

- B.S. in Public Policy, Management, and Planning – University of Southern California
- USC Alumni Real Estate Network
- Volunteer Court Appointed Special Advocate (CASA) for foster youth

Project Experience

- Wilshire Grand Redevelopment Project (EIR)
- 1601 & 1605 Vine Street Project (EIR)
- 9th & Flower: A South Park Mixed-Use Development (EIR)
- Bradley Landfill and Recycling Center Master Plan (EIR)
- Casden Sepulveda Project (EIR)
- Central Regional High School #13, LAUSD (EIR)
- Del Amo Fashion Center Mixed-Use Development Project (EIR)
- Laurel Place Senior Housing Project, City of West Hollywood (EIR)
- Los Angeles Memorial Coliseum (EIR)
- Malibu Civic Center – La Paz Development Project (EIR)
- Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development (EIR)
- LAAFB Land Conveyance, Construction, and Development Project (EIR)
- Oxford Avenue Apartments Project (EIR)
- Palisades Landmark Condominium Project (EIR)
- SeaGlass Townhome Project (EIR)
- Summerwind Ranch at Oak Valley, City of Calimesa (EIR)
- Wetherly Project / Residences at the Four Seasons (EIR)
- Wilshire Boulevard Condominium Project (EIR)
- The Lorenzo Project (EIR)
- Wilshire Gate 631 S Vermont (IS/MND)
- 1340 S. Hill (IS/MND)
- Abode La Veranda (IS/MND)
- 8070 Beverly (IS/MND)
- Fashion District Residences (IS/MND)
- Beverly Connection (IS/MND)
- Casden Ross Project (MND)
- Cross Valley Transmission Line Habitat Conservation Plan (EA)
- City of Los Angeles Housing Department Section 151.28 Ellis Act Provisions – Rental of Replacement Units (IS/ND)
- First Street Trunk Line Project, LADWP (MND)
- Jefferson at Hollywood Residential/Retail Project (MND)
- Marlton Square (IS/EA)
- Plaza Pacoima (MND)
- Sun Valley Health Care Center (MND)
- Valor Academy (MND)

JENNIFER JOHNSON / PROJECT MANAGER

Experience Summary

Ms. Jennifer Johnson, a Project Manager for **EcoTierra Consulting, Inc.**, has over 23 years of experience in land use analysis and preparation of environmental review documents pursuant to CEQA and NEPA. Ms. Johnson has assisted and managed projects involving the preparation of environmental documentation for both private and public sector clients, including: Environmental Assessments, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Mitigation Monitoring Programs, Environmental Impact Reports, Focused Environmental Impact Reports, and Environmental Impact Statements. Ms. Johnson has been involved in numerous types of projects, including but not limited to, high-density residential projects, mixed-use projects, office projects, educational/institutional projects, and entertainment and sporting facility projects. Her responsibilities include the following: management of projects; project budgeting and scheduling; work product quality control; conducting research and writing various document sections; coordination with regulatory agencies and subcontractors; as well as preparation of proposals.

Education Background and Professional Affiliations

- B.A. in Environmental Studies and Public Policy & Management – University of Southern California
- Association of Environmental Professionals (AEP)

Project Experience

EIRs

- 1100 E. 6th Street EIR
- 1375 S. Andrews EIR
- 676 Mateo Street Project EIR
- 8899 Beverly Boulevard Project EIR
- Academy Square Project EIR
- Barstow Walmart EIR
- City of Agoura Hills General Plan Update EIR
- City of El Segundo General Plan Update EIR
- El Segundo Corporate Campus EIR
- Hollywood Park Redevelopment Project EIR
- ICON at Panorama EIR
- LAAFB Land Conveyance, Construction EIR
- Los Angele Memorial Coliseum EIR
- Metro Universal Project EIR
- Museum of Tolerance EIR
- Museum Square Office Building EIR
- Palisades Landmark Condominium Project EIR
- Target at Sunset and Western EIR
- The REEF EIR
- City of Sierra Madre General Plan Update EIR
- Spring Street Hotel Project EIR
- The Grand Avenue Project EIR
- Vermont Corridor Project EIR
- Wilshire Boulevard Condo Project EIR
- Wilshire Grand Redevelopment Project EIR

Initial Studies/MNDs/EAs

- 1334 Flower Street IS/ND
- Beverly Connection MND and Addendum
- Boeing Selby Block Zone Change GP IS/MND
- El Segundo Boeing S50 Bldg. Expan. IS/MND
- El Segundo Boeing S50 Bldg. Addition IS/MND

SHAYNE LIPSEY / PROJECT MANAGER

Experience Summary

Ms. Shayne Lipsey is a Project Manager with more than 33 years of experience in environmental and land use planning. Ms. Lipsey's experience includes both the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector, as well as preparation of General Plans, Specific Plans and entitlement documents. Ms. Lipsey has prepared and co-managed a variety of environmental review documents, including Environmental Impact Reports, Initial Studies, Negative Declarations and Mitigated Negative Declarations, Environmental Assessments, Addenda, Mitigation Monitoring and Reporting Programs, and other focused environmental analyses. Her diverse project experience includes commercial/retail, mixed-use, single- and multi-family residential, institutional, and master planned developments throughout Southern California. Ms. Lipsey's background in private and public sector planning has resulted in a comprehensive understanding of the complex relationships between land use regulations, environmental impact and project implementation.

Education Background and Professional Affiliations

- MPL in Urban and Regional Planning – USC
- MPA in Public Administration - USC
- B.A. in Political Science - UCLA

Project Experience

EIRs/EISs

- City of Malibu General Plan/LCP EIR
- Community Recycling & Resource EIR
- Crescent Hts Condominium Project EIR
- Gower/Hollywood Condominium Project EIR
- Verdugo Hills Golf Course Residential EIR
- Marina del Rey Tower Mixed Use EIR
- Sakioka Farms Business Park Specific Plan EIR
- Santa Anita Park Specific Plan EIR
- Calabasas Village Inn EIR
- Metro Rail Red Line EIR
- Superblock Redevelopment EIR
- North Fontana Infrastructure EIR)
- Los Angeles International Golf Course EIS
- Fort MacArthur/White Point EIS
- State Route 58 (Tier 1) EIR
- Southside Corridor (Tier 1) EIR
- Chevron Pipeline EIR
- Macy's/Lake Avenue EIR
- Santa Clarita General Plan EIR
- Yardbirds Center (Santa Rosa) EIR

Initial Studies/MNDs/EAs

- Argyle Lofts IS/MND
- Pantages Theater IS/MND
- Elite Aviation FBO IS/MND
- Music Center IS/MND

JENNY MAILHOT / PROJECT MANAGER

Experience Summary

Ms. Jenny Mailhot, Project Manager at **EcoTierra Consulting, Inc.**, has more than 26 years of experience in the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Ms. Mailhot has acted as a day-to-day contact for clients, agency staff, and attorneys, providing valuable insight to the environmental constraints of various projects. She has managed and prepared documentation for highly controversial projects, including: residential, retail, office, mixed-use, institutional, recreational, museums, and infrastructure projects. Ms. Mailhot has also prepared peer reviews of environmental documentation for clients, and has experience with land use entitlements, findings, and mitigation monitoring programs.

Education Background and Professional Affiliations

- B.A. in Environmental Studies – University of California, Santa Barbara
- Association of Environmental Professionals (AEP)

Project Experience

EIRs/EISs

- 6th and Alameda (EIR)
- 6400 West Sunset (EIR)
- 959 Seward Street Project (EIR/EA)
- Barlow Hospital Replacement/Master Plan (EIR)
- Beach Cities Media Campus (EIR)
- Bellevue Center Whole Foods Project (EIR)
- BLVD 6200 (EIR)
- Bradley Landfill and Recycling Center Master Plan (EIR)
- Burbank Media Studios North (EIR)
- Cameron Ranch (EIR)
- Central Metal (EIR)
- CitizenM (EIR)
- Corporate Plaza EIR
- Highland Center (EIR)
- Hollywood Central Park (EIR)
- Hollywood/Garfield Mixed-Use Development (EIR)
- LAAFB Land Conveyance, Construction and Development Project (EIS/EIR)
- Laguna Beach Community/Senior Center (EIR)
- Los Angeles County Museum of Art (EIR)
- Olive Avenue Development (Peer Review)
- Playa Vista Second Phase Project Draft (EIS/EIR)
- Plaza at Santa Monica
- Providence Tarzana Medical Center Project (EIR)
- Santa Monica College Madison Theater (EIR)
- Sea Breeze (EIR)
- Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development (EIR)
- Snyder Valley Plaza Project (EIR)
- Spectrum Group (EIR)
- Temple Israel of Hollywood Enhancement (EIR)
- Tierra Luna (EIR)
- Tribune (EIR)
- Vermont Corridor EIR
- Westfield Promenade (EIR)

ISs/MNDs/EAs

- 4900 Hollywood (IS/MND)
- 6904 Hollywood Boulevard Retail Office (IS/MND)
- Caroline Severance Manor (IS/MND/EA)
- CIM West Los Angeles Plaza (EA)
- Colburn School of Performing Arts Expansion Project (IS/MND)
- Los Angeles Rent Stabilization Ordinance (IS)
- Melrose and Seward (IS/MND)
- Santa Clarita Neighborhood Storage (IS/MND)

EcoTierra consulting

KATIE WILSON / SENIOR ANALYST

Experience Summary

Ms. Wilson has 17 years of experience preparing air quality, GHG, health risk assessments, and noise technical studies. Ms. Wilson is proficient in CalEEMod, EMFAC, AERMOD, CALINE, FHWA Traffic Noise Prediction Model (FHWA-RD-77-108), Roadway Noise Construction Model (RCNM), and Sound Plan Essential. Ms. Wilson has extensive experience in acoustical, air quality, greenhouse gas (GHG) and health risk impact assessment analyses for public and private sector projects throughout California. She has directed and assisted on hundreds of projects involving air quality and acoustical impact analyses, with an emphasis on accurate and defensible analyses performed in support of CEQA and/or NEPA environmental documentation.

Education Background and Professional Affiliations

- M.S. Environmental Toxicology – University of California, Riverside
- B.S. Biology with a Minor/Certificate in Criminal Justice – California State University, San Bernardino
- Air Quality Permitting and Enforcement Class - University of California, Riverside
- Association of Environmental Professionals (AEP)

Sample Project Experience

Noise

- Loma Linda Memory Care Facility
- Pepito's Drive Through Expansion Project
- Pixley Anaerobic Digester

Air-GHG, and Noise

- Morrison Hotel Project EIR
- Marriott Hotel Expansion IS/MND
- Kohl Ranch Specific Plan No. 303 Amendment 2
- East Pleasanton Specific Plan
- Preserve Sewer Improvement Project
- General Plan Update for Cities of Agoura Hills, Sierra Madre and El Segundo

Air and GHG

- Coachillin' Industrial Park
- Highway 111 Widening and Improvement Project
- Sierra Bella Specific Plan

Air, GHG and HRA

- South Bay Distribution Center
- Chiming Inc. Industrial Project
- Coachella Valley Compost Facility Expansion

HRA

- Canyon Creek Resort Specific Plan
- Menifee North Specific Plan

MARISA WYSE / ENVIRONMENTAL PLANNER

Experience Summary

Marisa Wyse is an Environmental Analyst EcoTierra Consulting, Inc. **EcoTierra Consulting, Inc.** with over 20 years of experience managing and preparing CEQA and NEPA environmental documents. She has assisted and managed projects involving the preparation of environmental documentation for both private and public sector projects including: Initial Studies, Mitigated Negative Declarations, Mitigation Monitoring Programs, Environmental Impact Reports, Focused Environmental Impact Reports, and Combined Environmental Impact Reports/Environmental Impact Statements. Her project experience includes roadway improvements, park development, public facility land use, mixed-use development, hospital/medical facility development and expansion, school development, and energy facility construction, for which she coordinates between agencies, applicants, consultants, and attorneys to certify CEQA documents as part of the overall project entitlement process.

Education Background and Professional Affiliations

- B.A. in Geology – Occidental College
- Association of Environmental Professionals (AEP)

Project Experience

EIRs/EISs

- 1633 26th Street EIR
- Contra Costa Water District Alternative Intake (EIR/EIS), Contra Costa County Water District
- California Pacific Medical Center Long-Range Development Plan (EIR), City and County of San Francisco
- Yerba Buena island Ramps (EIR/EIS/Section 4 Evaluation), San Francisco County Transportation Authority and Caltrans District 4
- 950 Mason Street Fairmont Hotel (EIR), City and County of San Francisco
- Santa Monica High School Science and Technology Building and Site Improvement, (EIR), SMUSD
- Centrum Sunset EIR, City of West Hollywood
- Sunset Time, City of West Hollywood
- Termino Avenue Drain (EIR), LADPW
- Santa Anita Dam Riser Modification and Reservoir Sediment Removal (EIR), LADPW
- San Gabriel River Discovery Center (EIR), San Gabriel River Discovery Center Authority
- Disposition of Offshore Cooling Water Conduits SONGS Unit 1 (EIR), Southern California Edison
- Central Regional High School #13 (EIR), LAUSD
- Laurel Place Senior Housing (EIR), West Hollywood
- Morrison Hotel EIR
- Olive Avenue Development Peer Review
- Summerwind Ranch at Oak Valley (EIR) (Calimesa)
- Spring Street Hotel EIR
- General Plan Update EIRs for Cities of Agoura Hills, Sierra Madre and El Segundo
- City of La Mesa Housing Element Update (IS/MND)

ISs/MNDs/EAs

- Marriott Hotel Expansion (MND)
- LA Coroner Crypt Building Addition and Tenant Improvement (MND), LADPW
- LA Mesa Housing Element (ND)
- La Verne Baseline Road SFR/Annexation (MND)
- Morris Dam Water Supply Enhancement (MND)
- Olive View Medical Center Emergency Services Expansion and Acute Care Unit (MND), LADPW
- San Bernardino Fast5Xpress Car Wash (MND)
- Santa Clarita Neighborhood Storage (MND)

David A. Roseman, P.E.

PRINCIPAL

YEARS OF EXPERIENCE –	36 years
YEARS WITH LLG ENGINEERS –	3 years
EDUCATION –	B.S. in Civil Engineering, California State University, Long Beach, CA
REGISTRATION –	Professional Engineer, CA Registration TR 1585
PROFESSIONAL MEMBERSHIPS –	Institute of Transportation Engineers (ITE)

BIOGRAPHY

- Mr. Roseman has over 36 years of experience in overseeing all aspects of transportation, traffic and parking, including but not limited to traffic control device placement, traffic signal design and operations, geometric street design, transportation improvement projects, work area traffic controls, traffic calming, bicycle and pedestrian facilities, on-street parking regulations, development review and coordination, oversight of transportation grants and funds, inter-agency coordination, oversized and overweight truck permitting, and the operation and management of City-owned off-street parking facilities. Mr. Roseman leads public meetings and provides expert witness services. Mr. Roseman is the Managing Principal of LLG's Pasadena office and is a licensed Traffic Engineer in the State of California. Mr. Roseman holds a Bachelor of Science in Civil Engineering from California State University and received a Certificate of Appreciation from the Director of the United States Secret Service for his development and implementation of the transportation plan for the 2000 National Convention.

AREAS OF EXPERTISE

- Transportation Impact Studies
- Signal Synchronization Systems
- Transportation Master Planning
- Site Feasibility Planning
- Conceptual Mitigation Planning
- Engineering and Traffic Surveys/Safety Studies
- Analyses for Environmental Review
- Regional Facility Operations and Analysis

REPRESENTATIVE PROJECTS

- City of Brea Contract City Traffic Engineer - Engineering & Traffic Surveys, crossing guard evaluation studies, school safety studies, transportation fee nexus studies, safety investigations, warrant studies ITF Auxiliary Curbs Signing/Striping Plans & Traffic Simulations
- City of Cypress Contract City Traffic Engineering - Engineering & Traffic Surveys, crossing guard evaluation studies, school safety studies, transportation fee nexus studies, safety investigations, warrant studies ITF Auxiliary Curbs Signing/Striping Plans & Traffic Simulations
- City of Fullerton Contract City Traffic Engineering - Engineering & Traffic Surveys, crossing guard evaluation studies, school safety studies, transportation fee nexus studies, safety investigations, warrant studies ITF Auxiliary Curbs Signing/Striping Plans & Traffic Simulations
- City of Long Beach City Traffic Engineer in the Transportation Engineering and Mobility Department - oversaw control device placement, traffic signal design and operations, geometric street design, work area traffic control plans, and transportation improvement projects
- City of Irwindale - Oversaw the preparation of an Engineering and Traffic Surveys
- City of Irwindale - Azusa Canyon Road & Nubia Street, traffic signal plan

David S. Shender, P.E.

PRINCIPAL

YEARS OF EXPERIENCE –	39 years
YEARS WITH LLG ENGINEERS –	39 years
EDUCATION –	B.S. in Civil Engineering, Drexel University, Philadelphia, PA M.S. in Civil Engineering, Drexel University, Philadelphia, PA
REGISTRATION –	Professional Engineer, CA Registration C45324
PROFESSIONAL MEMBERSHIPS –	Institute of Transportation Engineers (ITE)

BIOGRAPHY

- Mr. Shender has over 39 years of experience within the traffic engineering and transportation planning industry, with particular emphasis in the preparation of master planning site access and circulation studies, parking studies, and CEQA-related environmental documentation for a variety of projects, with particular focus on the formulation of comprehensive transportation mitigation packages. Mr. Shender has extensive experience in presenting transportation studies to a spectrum of audiences including land-use decision-makers and community groups. Mr. Shender is a Principal of LLG's office in Pasadena, California and currently serves as President of LG2WB Engineers, Inc., dba Linscott, Law & Greenspan, Engineers. Mr. Shender is a licensed Civil Engineer with registration in the States of California and Nevada. Mr. Shender holds both a Bachelor of Science (BS) and Master of Science (MS) in Civil Engineering from Drexel University.

AREAS OF EXPERTISE

- Transportation Impact Studies
- Analyses for Environmental Review
- Transportation Master Planning
- Regional Facility Operations and Analysis
- Conceptual Mitigation Planning
- Site Feasibility Planning
- Access and Circulation Planning
- Parking Studies/Shared Parking Demand Analyses

REPRESENTATIVE PROJECTS

- City of Los Angeles – 825 Hampton Drive Shared Parking Demand
- City of Inglewood – Hollywood Park Hotel Shared Parking Demand
- City of Beverly Hills – 129 Linden Transportation Study
- City of Santa Clarita – River Oaks Parking Study
- City of Culver City – 8439 Stellar Drive COU Trip Generation Assessment
- City of Malibu – Malibu Canyon Resort Transportation Study
- County of Los Angeles - Stevenson Ranch Plaza Shared Parking Demand
- City of Azusa – Azusa Greens Redevelopment Project Transportation Study
- City of Los Angeles – 10755 West Venice Boulevard Site Access and Circulation
- City of Los Angeles – Cedars-Sinai Research Tower Shared Parking Demand
- City of Los Angeles – Cedars-Sinai New Patient Tower Construction Design Support
- City of Santa Monica – 234 Pico Boulevard Parking Update
- City of Calabasas – The Commons at Calabasas Residential Mixed-Use Transportation Study

Alfred C. Ying, P.E.

SENIOR TRANSPORTATION ENGINEER

YEARS OF EXPERIENCE –	33 years
YEARS WITH LLG ENGINEERS –	26 years
EDUCATION –	B.S. in Mechanical Engineering, University of California, Los Angeles
REGISTRATION –	Professional Engineer, CA Registration TR 1944 Professional Transportation Planner Certificate No. 154
PROFESSIONAL MEMBERSHIPS –	Institute of Transportation Engineers (ITE)

BIOGRAPHY

Mr. Ying holds over 33 years of traffic engineering and transportation planning experience, with particular emphasis on the preparation of transportation impact studies and parking studies for various development projects pursuant to the requirements of CEQA. He is a graduate of the University of California, Los Angeles in 1992. Mr. Ying has a background in complex operational analyses for intersections and roadway corridors and specializes in simulation of traffic flows. He has prepared Caltrans Permit Engineering Evaluation Reports (PEER) for the processing of highway improvements and has performed numerous traffic signal timing, signal progression, and signal warrant analyses. Mr. Ying is a licensed Traffic Engineer in the State of California, a certified Professional Transportation Planner with the Transportation Professional Certification Board, Inc., and a certified Employee Transportation Coordinator with the South Coast Air Quality Management.

AREAS OF EXPERTISE

- Transportation Impact Studies
- Environmental Evaluation Analyses
- Operational Analyses for Intersections and Corridors
- Traffic Engineering, Transportation Planning and Site Design Consultation
- Parking Studies
- Shared Parking Demand Analyses
- Caltrans Permit Engineering Evaluation Report (PEER) Preparation
- Site Access & Internal Circulation Review Study & Design

REPRESENTATIVE PROJECTS

- City of Pasadena – Shops on Hill Addendum Parking Study
- City of Los Angeles – 6400 Owensmouth Avenue Parking Assessment
- City of Pico Rivera – 8337 Telegraph Road Shared Parking
- City of South Gate – 9501 Atlantic Avenue Starbucks Transportation Impact Study
- City of Redondo Beach – Beach Cities Health District Healthy Living Campus Peer Review
- County of Los Angeles – Topanga Lagoon Restoration Site Access & Circulation Review
- City of Baldwin Park – Zocolo Civic Center Site Access & Circulation Review
- City of South Gate – Legacy Apartments Transportation and Parking Assessment
- City of Whittier – 12823 Hadley Work/Live Vehicle Miles Traveled Assessment
- City of Los Angeles – TVC 2050 Project Peer Review
- City of Whittier – 12031 Philadelphia Street Building 4 Parking Assessment
- City of Downey – Prologis Stewart & Gray Road Warehouse Transportation Study
- City of El Monte – A&J El Monte Training Facility & Vocational School Transportation/Parking Assessment
- County of Los Angeles – Big Dalton Spreading Grounds Improvement Project Transportation Impact Study

Chin S. Taing, PTP, RSP1

SENIOR TRANSPORTATION PLANNER

YEARS OF EXPERIENCE –	22 years
YEARS WITH LLG ENGINEERS –	15 years
EDUCATION –	B.A. in Geography/Environmental Studies, University of California, Los Angeles
REGISTRATION –	Professional Transportation Planner, Cert. No. 149 Road Safety Professional L1, Cert. No. 564
PROFESSIONAL MEMBERSHIPS –	Institute of Transportation Engineers (ITE)

BIOGRAPHY

Ms. Chin Taing has over 22 years of experience in the preparation of transportation planning analyses, including transportation impact studies and parking studies to support the environmental review process for a variety of project developments in and around the greater Los Angeles region and areas of in the San Gabriel Valley region. Ms. Taing is a certified Professional Transportation Planner (PTP) and Road Safety Professional (Level 1) (RSP1) with the Transportation Professional Certification Board, Inc. Ms. Taing holds a Bachelor of Arts (BA) degree in Geography with emphasis on Environmental Studies from the University of California, Los Angeles.

AREAS OF EXPERTISE

- Transportation Impact Studies/Analyses for Environmental Review
- Transportation Planning
- GIS Applications
- Parking Studies
- Site Access, Sight Distance and Circulation Review
- Transportation Surveys/Trip Monitoring
- Shared Parking Demand Analyses
- Traffic Signal Warrants Analyses

REPRESENTATIVE PROJECTS

- City of Arcadia – Home2Suites Hotel shared parking analysis, VMT Analysis, Trip Generation Assessment & Site Access & Circulation Review
- City of Claremont – Clara Oaks Specific Plan VMT Analysis & Transportation Study
- City of Covina – Covina Bowl Specific Plan VMT Analysis, Shared Parking Analysis & Transportation Study
- City of El Monte – El Monte Mixed-Use VMT Analysis, Site & Circulation Review & Transportation Study
- City of Monrovia – The Arroyo @ Monrovia Station, 123 & 137 W. Pomona TOD Mixed-Use Projects Transportation Analyses and Caltrans Facilities Analyses
- City of Monterey Park – Self-storage Projects VMT Analysis, Site Access & Circulation Transportation Studies
- City of San Dimas – Creekside Investors Residential Project Sight Distance Analysis & Emergency Evacuation Review Study
- City of San Gabriel – San Gabriel Sheraton Hotel Project Shared Parking Analysis, & Transportation Demand Management Transportation study
- City of San Marino - San Marino Center (SMC) Renovation Project VMT Analysis, Trip Generation Assessment & Shared Parking Analysis
- City of West Covina – Chick-fil-A Drive-Through Queuing, Site Access & Circulation Transportation Study
- City of Los Angeles – Various Los Angeles Unified School District (LAUSD) Campus Modernization Projects Pedestrian Safety & Construction Assessment

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

MOLLY VALASIK
Project Manager and Principal Archaeologist

EDUCATION

2009 M.A., Anthropology, Kent State University, Kent, Ohio
2006 B.A., Anthropology, Ohio State University, Columbus, Ohio

SUMMARY QUALIFICATIONS

Ms. Valasik serves as Cogstone's CEO and CFO and helps guide the vision and direction of Cogstone. She has been with the company since 2009 and has helped transition Cogstone from sole ownership to multiple owners with an active board of directors. Ms. Valasik is a Registered Professional Archaeologist (RPA) with more than 15 years of experience. She is a skilled professional who is well-versed in the compliance procedures of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA) and regularly prepares cultural resources assessment reports for a variety of federal, state, and local agencies throughout California. Ms. Valasik has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She is accepted as a Principal Investigator for prehistoric archaeology by the State Historic Preservation Office (SHPO) and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resource Use Permit.

SELECTED EXPERIENCE

Scotty's Castle Utilities Projects, Death Valley National Park, Inyo County, CA. Cogstone is providing cultural resources services during utilities work including a water line, sewer line, and sewer pipe lighting. Any newly identified resources will be fully documented on California Department of Parks and Recreation 523 (DPR 523) forms. All work for the project will be completed in compliance with Section 106 of the NHPA and NEPA. Sub to Copper Mountain Services, LLC. Project Manager and Principal Investigator. 2023-*ongoing*

Ley Lane Parcel Project, Inyo County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during development of the 2.5-acre parcel. Cogstone's services included cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and an intensive pedestrian survey. Cogstone prepared a Cultural Resources Assessment Report to document the results of the assessment. Inyo County was the lead agency under CEQA. Sub to Geode Environmental. Project Manager and Principal Archaeologist. 2023

Community Fuels Reduction, Round Valley, Inyo County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during the project. The purpose of the project was to support wildfire resilience and reduce wildfire risk by restoring, enhancing, and uplifting native riparian and upland habitats through removal of invasive plants and surface fuels adjacent to the 40 Acres residential community. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the NAHC, and an intensive pedestrian survey. A Cultural Resources Assessment Report was prepared at the conclusion of the project. The California Department of Forestry and Fire Protection (CAL Fire), San Bernardino Unit, was the lead agency under CEQA. Sub to Geode Environmental. Project Manager and Principal Archaeologist. 2022

June Lake RV Park Project, June Lake, Mono County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources by the development of a 2.2-acre private recreational vehicle park. The project required a land use reclassification from the current Resource Management designation to Industrial designation. This reclassification required a General Plan Amendment through Mono County, which required a CEQA analysis to disclose the potential impacts from the project. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the NAHC, and an intensive pedestrian survey. Cogstone prepared a Cultural Resources Assessment Report. Mono County was the lead agency under CEQA. Sub to Geode Environmental. Project Manager and Principal Archaeologist. 2022

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

JOHN GUST
Principal Investigator for Archaeology

EDUCATION

2016 Ph.D., Anthropology, University of California, Riverside (UCR)
2011 M.A., Anthropology, UCR
2007 M.A., Applied Geography, University of Colorado, Colorado Springs (UCCS)
2002 B.A., Anthropology, minor in Geography/Environmental Studies, UCCS

SUMMARY OF QUALIFICATIONS

Dr. Gust is a Registered Professional Archaeologist (RPA) with over 11 years of experience in field archaeology. His field expertise includes pedestrian surveys, excavation monitoring, resource recording, and historic artifact analysis. Dr. Gust has extensive experience in California cultural resources, having served as Principal Investigator on projects for the City of San Juan Capistrano, Southern California Edison, Pacific Gas and Electric, the City of San Jose, Los Angeles International Airport, and the City of Morro Bay. He has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. He has also managed cultural resources monitoring projects for both public and private sector clients. He meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation.* Dr. Gust is a member of the Society for California Archaeology, Society for American Archaeology, and the American Anthropological Association.

SELECTED EXPERIENCE

De Portola Development Project, City of Temecula, Riverside County, CA. Cogstone conducted a cultural and paleontological resources assessment to determine potential impacts to cultural and paleontological resources during development of the 20-acre project area into multiple, multe-family housing units. Additional services consisted of cultural and paleontological records searches, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and an intensive pedestrian survey. A Cultural and Paleontological Assessment Report was prepared at the conculsion of the survey. The City of Temecula was the lead agency under the California Environmental Quality Act (CEQA). Sub to Partner Engineering and Science, Inc. Principal Investigator for Archaeology. 2022

San Diego Small Cells Project, City of San Diego, San Diego County, CA. Cogstone conducted cultural resources records searches and background research for 37 potential small cell (wireless node) telecommunications installation locations. The assessments were required under Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulation, 36 CRF 800, to identify all prehistoric and historic cultural resources that have been recorded within each Area of Potential Effects (APE). Cogstone prepared a letter report for each candidate to summarize the findings. Sub to Trileaf Corporation. Project Manager and Principal Investigator for Archaeology. 2019-2020

Rincon Tribal Resource Conservation Management Plan Project, Rincon Band of Luiseno Indians Reservation, San Diego County, CA. Cogstone conducted a Class III cultural resources assessment to determine the potential impacts to cultural resources and executed a Memorandum of Understanding (MOU) with the Bureau of Indian Affairs regarding the Tribal Resource Conservation Management Plan (Plan). The MOU designates Preserve Areas containing potentially endangered species and their habitat. The Plan specifies avoidance and minimization measures to ensure the protection of those endangered species and their habitat. Cogstone conducted a cultural resources record search, a Sacred Lands File Search from the NAHC, prepared an Archaeological Resources Protection Act (ARPA) permit, conducted an intensive pedestrian survey, prepared California Department of Parks and Recreation 523 (DPR 523) forms, provided mitigation recommendations, and prepared a Class III Cultural Resources Assessment Report. Sub to Rincon Band of Luiseño Indians. Field Director. 2019-2020

Felicita Park Project, 742 Clarence Lane, City of Escondido, San Diego County, CA. Cogstone conducted cultural resources monitoring in compliance with the National Historic Preservation Act

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

SHANNON LOPEZ
Architectural Historian

EDUCATION

2022 Certificate in Historic Preservation, The Boston Architectural College, Boston
2018 M.A., History (with an emphasis in architecture), California State University, Fullerton
2012 B.A., History, Minor in Asian-Pacific Studies, California State University, Dominguez Hills

SUMMARY QUALIFICATIONS

Ms. Lopez is a qualified architectural historian with over five years of experience who meets or exceeds the Secretary of the Interior's *Standards and Guidelines for Architectural History*. Her experience includes architectural history research and surveys with photo documentation and recording of built environment resources for local and federal projects. She has extensive knowledge with Native American consultation, consultation with local and state historical societies, and in the analysis of primary and secondary sources. Ms. Lopez is acknowledged as an approved Architectural Historian by Caltrans and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resources Use Permit. She is accepted as a Principal Investigator for Architectural History and History by the State Historic Preservation Office (SHPO).

SELECTED EXPERIENCE

Community Fuels Reduction, Round Valley, Inyo County, CA. Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during the project. The purpose of the project was to support wildfire resilience and reduce wildfire risk by restoring, enhancing, and uplifting native riparian and upland habitats through removal of invasive plants and surface fuels adjacent to the 40 Acres residential community. Cogstone's services included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and an intensive pedestrian survey. A Cultural Resources Assessment Report was prepared at the conclusion of the project. The California Department of Forestry and Fire Protection (CAL Fire), San Bernardino Unit, was the lead agency under the California Environmental Quality Act (CEQA). Sub to Geode Environmental. Architectural Historian. 2022

State Route 108/Highway 49 and Mackey Ranch Road Intersection Improvements Project, Caltrans District 10, Tuolumne County, CA. The Chicken Ranch Rancheria of Me-Wuk Indians of California (Tribe), in partnership with Caltrans, proposed to replace an intersection and convert to a roundabout designed to accommodate forecasted future traffic volumes and provide an alternative access route to the Chicken Ranch Rancheria. Cogstone's services included a cultural resources records search, intensive pedestrian survey, a Sacred Lands File search from the NAHC, Native American consultations, local historical society consultations, and prepared a Historical Resources Compliance Report and Archaeological Survey Report (ASR). Sub to Foothill Associates. Architectural Historian. 2019

Priest Valley Very High Frequency Omni-Directional Range Project, Priest Valley, Monterey and Fresno Counties, CA. Cogstone conducted a cultural resources assessment to identify potential impacts to cultural resources from the Priest Valley (ROM) Very High Frequency Omni-Directional Range (VOR) project which will consist of the demolition, removal, and disposal of the facility (recorded as the Charley Mountain Radio Facility P-10-007062/P-27-003635). The United States Department of Transportation (USDOT) Volpe National Transportation System Center (Volpe Center) provided environmental compliance support for the Federal Aviation Administration (FAA) to meet their obligations for historic properties identification requirements under 36 CFR 800.4 in Section 106 of the National Historic Preservation Act (NHPA). Cogstone's assessment was conducted under the BLM Cultural Resources Use Permit (CRUP) number CA-19-07 and BLM Fieldwork Authorization No. FWA# CA-19-07-2022-190/01. Cogstone's assessment included a cultural resources records search, a Sacred Lands File search from the Native American Heritage Commission (NAHC), an intensive pedestrian and built environment survey, and updated the evaluation and site record for one historic facility on California Department of Parks and Recreation 523 (DPR 523) forms. Cogstone prepared separate Archaeological and Historical Resources Assessment Reports documenting the findings of the study due to changes in scope during the Project. Prime. Architectural Historian. 2021

D Qualifications and References

A. KEY STAFF

EcoTierra has included a total of seven experienced key staff with extensive environmental analysis experience in the proposal to provided CEQA and NEPA professional services to the City of Santa Fe Springs. Our professional staff brings a reliable combination of knowledge and experience to each project. As a team of professionals who have collectively provided consulting services on hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, **EcoTierra** has an organization that is adequately staffed and trained to perform the required service as demonstrated in **Section C. Staffing.**

Our designated point of contact for the City of Santa Fe Springs, **Curtis Zacuto, Principal/Project Manager,** and co-founder of EcoTierra. Mr. Zacuto will coordinate with the City to determine the specific technical needs of the project and would then coordinate with our technical subconsultants to identify the most capable personnel to provide the needed services within the required time frame.

Our staff are senior, seasoned professionals all capable of project management. Staff members have been identified with short descriptions provided in Section C. Staffing and full resumes provided as an appendix to this proposal. See **Section B. Background and Experience** provides listing of projects with short descriptions and identifies staff that worked on those projects.

B. FIRMS CAPABILITY

EcoTierra Consulting, Inc. (EcoTierra) is an S-Corporation environmental consulting firm that has been in business for nearly **14 years** (founded in July 2010) and specializes solely in environmental analysis and documentation for public and private sector clients. The founding Principals, Curtis Zacuto and Craig Fajnor, incorporated the firm in California on June 8, 2010, after previously serving as the Senior Vice Presidents for a Southern California Environmental firm. Mr. Zacuto and Mr. Fajnor have over 60 years of collective experience in CEQA and NEPA compliance and document preparation.

EcoTierra has provided environmental documentation on hundreds of projects over the years. **Section B. Background and Experience** provides a list of projects **EcoTierra** has prepared in the last 5 years. In addition, under the **References** Section, below, **EcoTierra** has provided a list of projects we have prepared in the last 5 years for specific agencies and the staff that were assigned to the projects.

C. REFERENCES

We have carefully provided below references (with description of the projects) of recent projects. These projects demonstrate CEQA environmental experience, some of which could be the types of CEQA experience proposed for the City.

1. Scott Kolwitz, Interim Planning Manager

City of Thousand Oaks
Community Development Department, Planning Division
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
(805) 449-2319
skolwitz@toaks.org

1300 Lawrence MND

December 2023 to June 2023
Initial Study Approved.

EcoTierra prepared an Initial Study/MND for the proposed Project located at 1300 Lawrence Drive. The Project includes a new 112,384 sf warehouse with 8,000-square-feet of office space (including a 4,000-square-foot mezzanine. Project Site is currently improved as a surface parking lot in an industrial area.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner. Marisa prepared the environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation and reviewed the final documentation.

Hyatt Hotel EIR Addendum

September 2023 to December 2023
EIR Addendum completed.

EcoTierra prepared an EIR Addendum for the Hyatt Hotel Project. The Project included modifications to the original project to add guestrooms, construct a new ballroom and parking structure, and the remodel a health club at the existing Hyatt Westlake Plaza Hotel.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner. Marisa prepared the environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation and reviewed the final documentation.

2. Michael Hofflinger, Planning Manager

City of Chino Hills
Community Development Department
14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2777
mhofflinger@chinohills.org

Paradise Ranch EIR

January 2021 to February 2023
Project was approved.

EcoTierra prepared an EIR on for the project. The proposed Paradise Ranch Project would subdivide an 85-acre property into a total of 51 lots. The Project would include the development of 50 cluster lots ranging in size from 7,200 to 12,412 square feet. Each of the 50 lots would include the development of a two-story single family residential home.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Project Manager/Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental

Planner. Jenny prepared the environmental documentation, reviewed staff sections, and managed the EIR. Jennifer and Marisa prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

General Plan Update EIR

December 2022 to current
EIR is currently under preparation.

EcoTierra is preparing an EIR on the General Plan Update to accommodate land use changes promulgated by the Chino Hills 2021-2029 Housing Element, adopted August 16, 2022. The Housing Element requires amending General Plan designations on some of the proposed Housing Element designated Regional Housing Need Assessment (RHNA) sites, which requires revisions to the Land Use Element and Land Use Map of the City of Chino Hills General Plan. The Housing Element also necessitates rezoning of some proposed RHNA sites. In addition, the City is required to make other changes to the General Plan in response to recent State legislation.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Senior Project Manager, Jennifer Johnson Project Manager/Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner. Katrina is preparing the environmental documentation, and is reviewing staff sections, and managing the EIR. Jennifer and Marisa prepare environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis is overseeing the preparation of the environmental documentation.

3. Nicholas Taylor, AICP, Principal Planner

City of Anaheim
200 South Anaheim Boulevard, Suite 162
Anaheim, CA 92805
(714) 765-4323
NJTaylor@anaheim.net

Anaheim Hills Holden Senior Living Facility CE

January 2021 – May 2021
Project was approved.

EcoTierra prepared a categorical exemption (CE) on a new senior housing project in the City of Anaheim. The project site is currently developed with an existing church totaling approximately 17,217 square feet and associated surface parking lot. Project implementation would involve demolition of the church and surface parking lot and construct an approximately 98,412 square foot building that would include 98 Assisted Living units and 20 Memory Care units for a total of 126 beds. The project would rise to 25 feet in height in two-stories. The project would include a surface parking lot with 55 parking spaces. The community would be open 24 hours a day, 7 days a week. The project would be subject to licensing by

the State of California as a Residential Care for Elderly and required to comply with all the state regulations.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson, Project Manager, and Katie Wilson AQ/Noise Specialist. Jennifer prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

Pepperwood Place CE

June 2021 – November 2021
Project was approved.

EcoTierra prepared a categorical exemption on a new residential project in the City of Anaheim. Project implementation would involve demolition of the house and garage and develop a 12-unit small lot single-family residential subdivision. The proposed lots range from 3,463 square feet (sf) to 4,336 sf in size with 2-story, 4-bedroom single family detached homes ranging from 2,374 sf to 2,580 sf.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Project Manager, and Katie Wilson AQ/Noise Specialist. Jennifer prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

A-Town Areas B and E Initial Study

October 2021 – December 2021
Project was approved.

EcoTierra prepared an Initial Study on two new residential projects and ground floor retail development in the City of Anaheim. The project would include development on two parcels in the A-Town Master Plan area. Area B would include development of an eight-level, mixed-use building consisting of 270 dwelling units (for-rent) and 21,640 square feet of ground floor indoor retail space. The project would include development of a five-level, wrap around, apartment building consisting of 257 dwelling units.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Project Manager, and Katie Wilson AQ/Noise Specialist. Jennifer prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

39 Commons Initial Study

October 2021 – May 2022
Project was approved.

EcoTierra prepared an Initial Study on a new retail development in the Beach Boulevard Specific Plan area in the City of Anaheim. The applicant has proposed construction of a commercial center with five buildings, totaling 24,237 square feet. The project would include three “Pad buildings” (Pad A-C) and two “Shop buildings” (Shop 1 and 2).

Staff Roles: Curtis Zacuto, Principal/Project Manager, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist. Marisa prepared environmental documentation for this project and incorporated

all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

A-Town Areas F Initial Study

January 2022 – June 2022
Project was approved.

EcoTierra prepared an Initial Study on new residential development project in the City of Anaheim. The project would consist of 17 consist of multiple family residential buildings with a total of 73 residential dwelling units. The Project will consist of three-story buildings in an attached townhome design. There will be two building types in the Project with the first consisting of four units and the second consisting of five units. Each building type will include three and four bedroom units.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jennifer Johnson Project Manager, and Katie Wilson AQ/Noise Specialist. Jennifer prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

Dale Avenue CE

April 2022 – June 2022
Project was approved.

EcoTierra prepared a categorical exemption on a new residential project in the City of Anaheim. The project would include construction of 18 single-family, attached homes into three buildings. The proposed homes would total 24,915 square-feet and each building would be 2-stories, 28 feet tall. Two of the homes would be Moderate Income Affordable units. Seven units would consist of 2 bedrooms and 2.5 baths, and 11 units would be 3 bedrooms and 2.5 baths.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Marisa Wyse Environmental Planner, and Katie Wilson AQ/Noise Specialist. Marisa prepared environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis oversaw the preparation of the environmental documentation.

4. Paul Samaras, Principal Planner

City of El Segundo
350 Main Street
El Segundo, CA 90245
(310) 524-2340
PSamaras@elsegundo.org

Permanent Plugging of the Intake and Discharge Tunnels at El Segundo Generating Station IS/ND

EcoTierra staff prepared an Initial Study in support of a ND on Permanent Plugging of the Intake and Discharge Tunnels at El Segundo Generating Station IS/ND. The project site is located within the El Segundo Generating Station (ESGS) operated by El Segundo Power, LLC. The ESGS was originally built in 1955, consisting of four natural gas-fired utility boiler generating units cooled by ocean water. The original generating units (Units 1 2, 3,

March 2018 to May 2018
Project was approved.

and 4) were served by two separate intake and discharge tunnels that delivered cooling water from the ocean to the units. The Proposed Project consists of permanently closing the intake/discharge tunnel system associated with Unit 3 and Unit 4. Staff Roles:

Staff Roles: Craig Fajnor, Principal Jenny Mailhot Project Manager, and Jennifer Johnson Environmental Planner/Graphics. Jenny prepared the environmental documentation, and managed the IS. Jennifer prepared the graphics for this project. Craig oversaw the preparation of the environmental documentation.

City of El Segundo Downtown Specific Plan EIR

September 2021-Current
EIR currently at Planning Commission.

EcoTierra is under contract as a sub-consultant to RRM Design Group to prepare an EIR for the City's Downtown Specific Plan. The Downtown Specific Plan was originally adopted in 2000. The Downtown Specific Plan will be updated to re-vision the area, include a continued focus on Main Street infrastructure improvements, repurpose the Civic Center site, attract senior housing, and identify infill opportunities for various housing types. **EcoTierra** will prepare a Programmatic EIR for this project.

Staff Roles: Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Katrina Hardt-Holoch, Project Manager/Senior Environmental Planner, Jennifer Johnson, Senior Environmental Planner, and Marisa Wyse, Senior Environmental Planner.

Jenny prepared the environmental documentation, reviewed staff sections, and is managing the EIR. Jennifer and Marisa prepare environmental documentation for this project and incorporated the technical reports. Craig oversaw the preparation of the environmental documentation.

5. Paul Samaras, Principal Planner

City of El Segundo
350 Main Street
El Segundo, CA 90245
(310) 524-2340
PSamaras@elsegundo.org

Permanent Plugging of the Intake and Discharge Tunnels at El Segundo Generating Station IS/ND

March 2018 to May 2018
Project was approved.

EcoTierra staff prepared an Initial Study in support of a ND on Permanent Plugging of the Intake and Discharge Tunnels at El Segundo Generating Station IS/ND. The project site is located within the El Segundo Generating Station (ESGS) operated by El Segundo Power, LLC. The ESGS was originally built in 1955, consisting of four natural gas-fired utility boiler generating units cooled by ocean water. The original generating units (Units 1 2, 3, and 4) were served by two separate intake and discharge tunnels that delivered cooling water from the ocean to the units. The Proposed Project

consists of permanently closing the intake/discharge tunnel system associated with Unit 3 and Unit 4. Staff Roles:

Staff Roles: Craig Fajnor, Principal Jenny Mailhot Project Manager, and Jennifer Johnson Environmental Planner/Graphics. Jenny prepared the environmental documentation, and managed the IS. Jennifer prepared the graphics for this project. Craig oversaw the preparation of the environmental documentation.

City of El Segundo Downtown Specific Plan EIR

September 2021-Current
EIR currently at Planning Commission.

EcoTierra is under contract as a sub-consultant to RRM Design Group to prepare an EIR for the City's Downtown Specific Plan. The Downtown Specific Plan was originally adopted in 2000. The Downtown Specific Plan will be updated to re-vision the area, include a continued focus on Main Street infrastructure improvements, repurpose the Civic Center site, attract senior housing, and identify infill opportunities for various housing types. **EcoTierra** will prepare a Programmatic EIR for this project.

Staff Roles: Craig Fajnor, Principal/Project Manager, Jenny Mailhot, Project Manager, Katrina Hardt-Holoch, Project Manager/Senior Environmental Planner, Jennifer Johnson, Senior Environmental Planner, and Marisa Wyse, Senior Environmental Planner.

Jenny prepared the environmental documentation, reviewed staff sections, and is managing the EIR. Jennifer and Marisa prepare environmental documentation for this project and incorporated the technical reports. Craig oversaw the preparation of the environmental documentation.

Housing Element Update IS/ ND

June 2021 to Current
Project was approved.

EcoTierra prepared an Initial Study in support of a Negative Declaration on the City's Housing Element update, 2021-2029. The project is the adoption and implementation of the El Segundo Housing Element Update (project). The City has selected 27 candidate sites. The City is proposing the addition of a RHNA housing overlay (RHNA-O) and RHNA mixed-use overlay (RHNA MU-O) to the sites' General Plan and zoning. Currently, the sites are designated and zoned for commercial, parking, residential, and office uses. The current General Plan designations and zoning would remain, with overlays added, which would allow property owners to have the option to develop under either set of standards (the underlying General Plan and zoning or the overlay.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Project Manager/Senior Environmental Planner, Marisa Wyse, Senior Environmental Planner, and Katie Wilson AQ/Noise Specialist. Katrina prepared the environmental documentation, reviewed staff sections, and managed the IS.

6. Rachel Kwok, Environmental Coordinator
Jing Yeo, Planning Manager

City of Santa Monica
Planning & Community Development Department
1685 Main Street
Santa Monica, CA 90407
(310) 458-8303
Rachel.Kwok@SMGOV.NET ; Jing.Yeo@SMGOV.NET

1633 26th Street EIR

November 2019 to June 2021
Project was approved.

EcoTierra prepared an EIR for the City of Santa Monica on the 1633 26th Street project. Implementation of the Project would consist of the refurbishment of the Site's existing three-story, 45,529 SF office building, and replacement of the existing 58,940 SF surface parking lot with two new four-story, 54' tall creative and business professional office buildings comprising a total of 129,265 SF of new floor area. A three-level subterranean garage with 401 parking spaces, including required bicycle parking and lockers, will replace the current surface parking for the Site's existing office building on a 1:1 basis, and will provide parking for the two new office buildings consistent with the requirements of the Bergamot Area Plan (2 spaces per 1,000 SF). Vehicle access to the subterranean garage will be provided from Pennsylvania Avenue. The project's three buildings will total approximately 174,684 SF. The project includes construction of new sidewalks on the Pennsylvania Avenue frontage for continuous pedestrian connectivity.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Katrina Hardt-Holoch, Senior Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner Katrina prepared the environmental documentation, and reviewed staff sections. Jennifer and Marisa prepare environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis managed the project and oversaw the preparation of the environmental documentation.

The Plaza at Santa Monica EIR

June 2017 to August 2019
Project was approved.

EcoTierra prepared an EIR for the City of Santa Monica on the 4th and Arizona project, The Plaza at Santa Monica. The Project as proposed was a public-private mixed-use development located on the City-owned 2.57-acre site at the corner of 4th St. and Arizona Ave. in the Downtown District of the City of Santa Monica. In order to facilitate the public-private partnership, the project involves a ground lease by the City to a private developer. The Plaza at Santa Monica (the project) will demolish the existing bank branches and parking lots for the development of a new 357,000 SF mixed-use building with open space. The project would include a 17,800 SF ground level Grand Public Plaza, a smaller plaza at 5th and Arizona, two ground level pocket parks, a 11,000 SF second level public park, a 12,000 SF cultural

amenity, 42,200 SF of ground floor retail, an approximately 280 room hotel, and 106,800 SF feet of creative workspace. With regard to the provision of affordable housing as a community benefit, the project would include two options:

Option 1 - the provision of up to 48 on-site affordable housing units comprising approximately 40,300 square feet within the new building; or

Option 2 - monetary contribution towards the construction of up to 130 affordable housing units within the Downtown Community Plan area. With Option 2, the approximately 40,300 square feet of space within the project building would be occupied by a gym.

Staff Roles: Curtis Zacuto, Principal/Project Manager, Jenny Mailhot, Project Manager, Jennifer Johnson Senior Environmental Planner, Katie Wilson AQ/Noise Specialist, and Marisa Wyse Environmental Planner.

Jenny prepared the environmental documentation, reviewed staff sections. Jennifer and Marisa prepare environmental documentation for this project and incorporated all of the technical reports. Katie prepared the air quality, greenhouse gas, and noise technical analysis. Curtis managed the project and oversaw the preparation of the environmental documentation.

E Fee Schedule

A. FEE SCHEDULE

EcoTierra has proposed to include two subconsultant firms to our team**: Cogstone Resource Management, Inc.** and **Linscott, Law & Greenspan Engineers, Inc**. Fee rates for **EcoTierra Consulting, Inc**. and our subconsultants are provided below.

1. EcoTierra Consulting, Inc. Fee Schedule

EcoTierra Consulting, Inc. Fee Schedule 2024	
Principal (Curtis Zacuto, Craig Fajnor)	$200/hour
Senior Project Manager (Katrina Hardt-Holoch, Lainie Herrera)	$180/hour
Project Manager (Jenny Mailhot, Shayne Lipsey)	$180/hour
Senior Environmental Planner (Jennifer Johnson)	$160/hour
Air Quality/Noise Specialist (Katie Wilson)	$160/hour
Environmental Planner (Marisa Wyse)	$150/hour
Assistant Planner	$140/hour
Graphics (Jennifer Johnson, Marisa Wyse)	$90/hour
Word Processing	$90/hour
Administrative Assistance	$75/hour
Direct expenses would not generate billable hours but rather would be considered as overhead. These include but are not limited to those items presented below, will be reimbursable upon provision of proper documentation: *Purchase of project materials; reproduction, printing, and photographic costs; postage, messenger, and overnight mailing; mileage at IRS-approved rate; records searches or other data purchases; technical sub-consultant costs; and other miscellaneous costs directly related to the project.*	

2. Linscott, Law & Greenspan Engineers, Inc. Fee Schedule

Linscott, Law & Greenspan, Engineers, Inc. (Sub-Contractor) Fee Schedule 2024	
Principal Engineer	$298/hour
Associate Principal Engineer	$268/hour
Planning/Design Manger	$249/hour
Senior Transportation Engineer-Transportation Engineer III	$147-226/hour
Senior Transportation Planner	$200/hour
Transportation Planner I-Transportation Planner III	$130-171/hour
Senior Signal System Specialist	$226/hour
Signal System Specialist I-Signal System Specialist III	$147-200/hour
Engineering Associate I-Engineering Associate II	$140-$150/hour
Engineering Computer Analyst I- Engineering Computer Analyst II	$109-$138/hour
Senior CADD Drafter-CADD Drafter III	$98-140/hour
Senior Engineering Technician	$140/hour
Engineering Technician I- Engineering Technician II	$99-$140/hour
Word Processor/Secretary	$92/hour
Engineering Aide I	$70/hour

Linscott, Law & Greenspan, Engineers, Inc. (Sub-Contractor) Fee Schedule 2024
Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately. Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other Project-related expenses will be billed at cost plus 15%. The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

3. Cogstone Resource Management Fee Schedule

Cogstone Resource Management (Sub-Contractor) Fee Schedule 2024			
	Hourly	**OT***	**DT***
Technician/Monitor I	$85/hour	$127/hour	$170/hour
Technician/Monitor II	$95/hour	$142/hour	$190/hour
Administrative Assistant	$100/hour	$150/hour	$200/hour
Night Monitor	$110/hour	$165/hour	$220/hour
SOI Monitor**	$110/hour	$165/hour	$220/hour
SOI Night Monitor**	$120/hour	$180/hour	$240/hour
Supervisor I	$110/hour	$165/hour	$220/hour
Supervisor II	$120/hour	$180/hour	$240/hour
GIS Manager	$120/hour	$180/hour	$240/hour
Field Director	$130/hour	$195/hour	$260/hour
Technical Editor	$120/hour	Exempt	Exempt
Senior Administrator	$150/hour	Exempt	Exempt
Architectural Historian	$130/hour	$195/hour	$260/hour
Principal Investigator I/Task Manager	$130/hour	$195/hour	$260/hour
Principal Investigator II/Task Manager	$150/hour	$225/hour	$300/hour
Principal Investigator III/Task Manager	$175/hour	Exempt	Exempt
Program Director	$200/hour	Exempt	Exempt

** Hours 9-12 per day are Overtime (x1.5); Hours over 12 per day are Double Time (x2)*
*** SOI Monitor meets the guidelines set forth by the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61)*
Rates subject to an escalation annually.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

Attachment C: Professional Services Agreement for EPD Solutions

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
EPD SOLUTIONS, INC.

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	EPD Solutions, Inc. 3333 Michelson Drive, Suite 500 Irvine, CA 92612 Attention: Jeremy Krout

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Name: Jeremy Krout
	Title: President and Chief Financial Officer
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

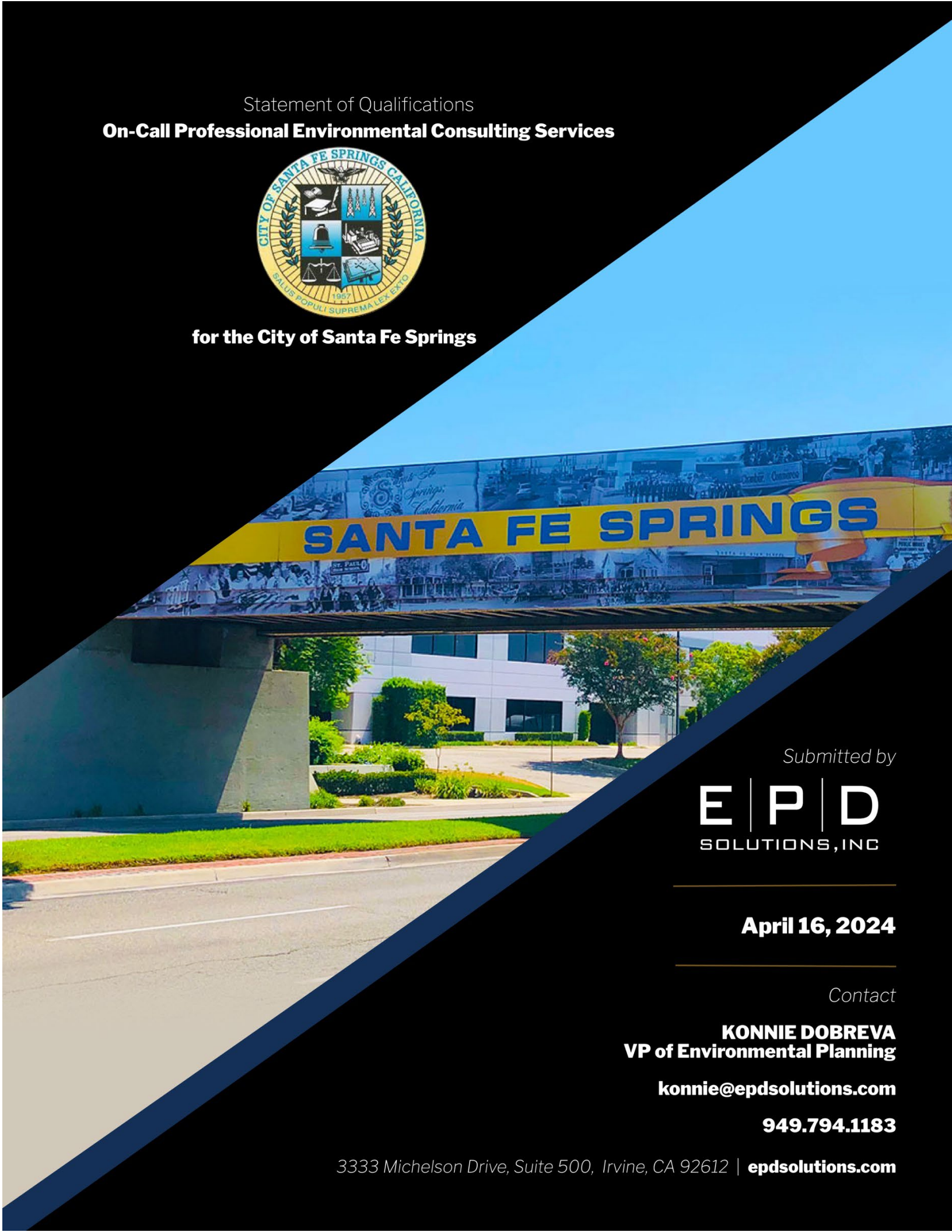
EXHIBIT B

CONSULTANT'S PROPOSAL

Statement of Qualifications

On-Call Professional Environmental Consulting Services

for the City of Santa Fe Springs



Submitted by

E|P|D SOLUTIONS, INC

April 16, 2024

Contact

KONNIE DOBREVA
VP of Environmental Planning

konnie@epdsolutions.com

949.794.1183

3333 Michelson Drive, Suite 500, Irvine, CA 92612 | **epdsolutions.com**

E | P | D SOLUTIONS, INC

WHERE EXPERIENCE AND PASSION MEET

City of Santa Fe Springs – Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Nguyen,

EPD Solutions, Inc. (EPD) is pleased to present this Statement of Qualifications (SOQ) in response to the City of Santa Fe Springs' Request for Qualifications for On-Call Professional Environmental Consulting Services. Included consultant fees and hourly rates will be valid for one year.

EPD is a full-service environmental consulting firm with extensive experience developing planning documents for compliance with CEQA and NEPA, and has collaborated with the City of Santa Fe Springs on many projects. The EPD team has unique experience with a wide range of planning, development, and infrastructure projects, from residential infill projects to master-planned communities. Our experience includes program-level, tiered, and project-specific documentation.

We view this opportunity as a partnership in which we are an extension of City staff as they manage development projects through the environmental documentation process. We believe we are the right firm to support the City of Santa Fe Springs for the following reasons, as shown further throughout this SOQ:

- **EPD has a proven track record as a leader in environmental documentation experience.** EPD's team has completed numerous projects in compliance with CEQA and NEPA, including various types of Exemptions, Mitigated Negative Declarations, EIRs, and Addendums for a wide array of projects, such as residential and mixed-use developments, small- and large-scale commercial and industrial facilities, master plans, Specific Plans, Housing Elements, and General Plans. With this experience, EPD is able to produce CEQA documents of the highest quality for any type of project.
- **EPD offers a wide range of in-house capabilities.** EPD will prepare or peer-review any required air quality/greenhouse gas analyses, energy analyses, traffic analyses, and shade and shadow studies, and contracts with experts in other disciplines to provide full environmental planning services.
- **EPD understands what it takes to implement complex, multi-faceted projects.** We fulfill the complete range of activities required to successfully comply with CEQA/NEPA, including preparation of technical studies and noticing, consultations with other agencies, and coordination of scoping meetings. Our staff functions as an extension of City staff, managing as much or as little as requested for each project.
- **EPD recognizes that availability and responsiveness are a top priority.** Projects will be managed by senior-level staff, who will be available as required to attend in-person meetings or conference calls with City staff to ensure information exchange is smooth and issues are resolved quickly.

EPD's office is located in Southern California at: **3333 Michelson Drive, Suite 500, Irvine, CA 92612**

We hope you find our qualifications compelling, and we look forward to discussing this opportunity with you further. I am authorized to make legally binding commitments for EPD Solutions, Inc. Please contact me, the Principal Agent/Project Manager, at **949-794-1183** or **konnie@epdsolutions.com** with any questions on this SOQ or our expertise.

Respectfully submitted,

EPD Solutions, Inc.

K Dobreva

Konnie Dobreva, JD, Vice President of Environmental Planning

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BACKGROUND AND EXPERIENCE

UNDERSTANDING OF SCOPE OF WORK

The City of Santa Fe Springs is seeking firms with technical expertise and experience to provide the full array of services typically involved in the preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption, on an on-call basis. The work will require familiarity with all aspects of CEQA, regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of CEQA documents, the firm may be asked to peer review applicant-provided studies and to prepare supporting studies or technical analyses, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis.

Key tasks associated with environmental review may include, but are not limited to, the following:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.
    - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

OVERVIEW OF FIRM

EPD Solutions, Inc. (EPD) is a full-service environmental consulting firm dedicated to providing environmental and planning services of distinction, quality, and legal merit that optimize value, are environmentally responsible, and enhance the communities in which the services are provided. EPD believes that by strengthening the underlying fabric of a city and better understanding the potential opportunities it may face, a city can improve its development ability and the quality of life for its residents.

EPD is a corporation formed in 2013, and since then EPD has developed a unique breadth of experience in the preparation of environmental documentation and project management that is unlike any other firm. The EPD team manages hundreds of projects a year and our senior project managers have up to 25 years of experience. Working extensively in Southern California, our firm is uniquely positioned to leverage our resources, as well as our extensive environmental, planning, engineering, and regulatory experience, to the benefit of the City of Santa Fe Springs.

The following sections provide a summary of EPD's main service categories, which include Environmental Planning; Technical Services; Due Diligence Analysis; Entitlements, Development, and Construction Management; and Policy Planning. Our integration of environmental planning, technical analyses, and development services provides our clients with a value-added approach that can help guide projects through the entire planning, analysis, and development process.

ENVIRONMENTAL PLANNING

Our team's decades of experience in implementing all aspects of the environmental process and understanding the myriad of federal, state, and local regulations enables EPD to create defensible documents and avoid delays. EPD's comprehensive environmental services enable us to balance environmental protection with the successful implementation of efficient, beneficial, and cost-effective approaches to the CEQA process. EPD's in-house experts have a deep understanding of environmental compliance and extensive project development and permit processing experience, as well as combined experience in reviewing and commenting on CEQA and NEPA documents, conducting scoping meetings, and providing community outreach informing stakeholders of the project's environmental analysis compliance. Working as a team with our clients, EPD strategizes the environmental process from the initial planning stages to ensure compliance and streamline timelines.

TECHNICAL SERVICES

EPD's Technical Services team has robust knowledge in traffic studies and transportation planning, air quality, GHG, and energy analyses, and health risk assessments. We recognize the pivotal role that traffic-related matters play in a community and understand the risks to a project presented by transportation and vehicle miles traveled impacts. Air quality, GHG emissions, and health risks have also become focal points on every project, which demand expert knowledge to prepare clear and concise analyses and, where necessary, implementable mitigation measures. With EPD's all-encompassing approach, clients can rest assured that every facet of the project is meticulously considered.

DUE DILIGENCE ANALYSIS

Understanding a property's viability, opportunities, and constraints in obtaining certain financial and design goals is a critical first step that must be taken economically with accuracy and clarity. EPD first

seeks to understand our client's goals before embarking on due diligence activities so we can constantly measure a property's potential in achieving these goals. Through rigorous and tested means, we analyze issues such as physical obstacles to development, including but not limited to existing and planned infrastructure locations and capacities, biological, cultural and site constructability concerns, planning and development policies that would affect a project design or entitlement process, entitlement processing schedules, fee estimating, and political considerations. EPD's due diligence analysis spans many industries, from industrial to infill and master plan residential and solar energy generation. We provide thorough and robust analysis in support of entitlement strategy-setting and financing packages, creating confidence in project viability.

ENTITLEMENTS, DEVELOPMENT, AND CONSTRUCTION MANAGEMENT

EPD's proactive and unique approach has resulted in the approval of successful entitlements for residential, industrial, commercial, and retail developments. We work with our clients to establish a strategy that maximizes future entitlement rights and reduces approval processing timelines, as well as with stakeholders and staff to reduce the risk of denial and provide the best solution to achieve the goals of our clients. This includes extensive community outreach and engagement, and established relationships that provide effective negotiations with local governments across California. Through the hundreds of projects we have worked on, EPD has become a trusted name in many city halls, county buildings, and other agency facilities. EPDs clients not only work with us to facilitate and expedite all types of entitlement permits, but our clients also keep us on the project team after entitlements are complete to assist in conditions of approval and mitigation measure compliance, and securing construction permits for grading, infrastructure, and building.

POLICY PLANNING

EPD's policy planning is based on quantitative and qualitative data, applying advanced modeling tools and closely working with communities and stakeholders to understand the influences on development on regional and localized scales. We work for municipal and private clients to manage any size or type of project to be both cost and time efficient and to navigate the entire development cycle. EPD's team has decades of experience and understands the historical and current regulatory requirements. Through this knowledge we create thoughtful, defensible and practical plans that enhance the environmental and economic sustainability of the community. Examples of services provided under this category include General Plans and General Plan Amendments, Master Plans, Specific Plans and Specific Plan Amendments, Area Plans, Planned Unit Developments, Zoning Codes, and Zone Changes.

RELEVANT EXPERIENCE

The EPD team has extensive experience providing on-call environmental planning and permitting services, including the preparation of CEQA and NEPA documents, to many jurisdictions throughout Southern California. Examples of EPD's recent on-call experience are provided below:

- City of Chino Hills
- City of Covina
- City of Cypress
- San Diego Unified Port District
- County of Los Angeles Dept. of Public Works
- City of Fontana
- City of Garden Grove
- City of Menifee
- City of Panorama City
- City of Norco
- City of Rancho Cucamonga
- City of Redlands
- City of Riverside
- County of Riverside
- City of San Clemente
- City of San Jacinto
- City of Tustin
- City of Westminster

The following table provides a brief snapshot of some of the CEQA-related projects EPD has worked on in the last five years, showcasing EPD's diverse project experience. Following the table are summaries of select projects.

Project Name	Project Type	Year Complete	Location	Services Provided			
				Environmental	Entitlement and Permitting	Due Diligence	Technical Services
Bloomfield Avenue Development	Industrial	2022	Santa Fe Springs	✔			✔
Lakeland Road Development Project	Industrial	2022	Santa Fe Springs	✔			✔
Florence Avenue Townhomes	Residential	2022	Santa Fe Springs	✔			✔
8717 Pioneer Boulevard Electronic Billboard	Commercial	2022	Santa Fe Springs	✔			
Pioneer Building Development	Industrial	2020	Santa Fe Springs	✔	✔		✔
ATEP Planning and CEQA	Institutional	Ongoing	Tustin	✔	✔		
Wood and Lurin Residential EIR	Residential	2023	City of Riverside	✔			✔
Signal Hill Self Storage COA Amendment CEQA Exemption	Commercial	2023	Signal Hill	✔			
Chase Road Residential	Residential	2023	Fontana	✔			✔
Gierson Ranch Residential Project	Residential	2023	Murrieta	✔			
Waterford Mixed-Use Project	Mixed Use	2023	Rancho Cucamonga	✔			✔
South Poplar Distribution Center	Industrial	2023	Fontana	✔	✔		
Mesa Linda Warehouse	Industrial	2023	Hesperia	✔			✔
Griswold Residential Project	Residential	2023	County of Los Angeles	✔	✔		✔
Cottonwood Collection	Residential	2023	Moreno Valley	✔	✔		✔
Arrow Route Industrial Project	Industrial	2023	San Bernardino County	✔	✔		✔
Mission Trail Lake Elsinore	Residential	2023	Lake Elsinore	✔			✔
Kings CSG 3 Solar Project	Energy	2023	Kings County	✔	✔		✔
Kirby Street Warehouse	Industrial	2023	Hemet	✔	✔		✔
Ethanac and Barnett Warehouse	Industrial	2023	Menifee	✔			✔
Water Street and Harvill Ave	Industrial	2023	Riverside County	✔	✔		✔
Slater Avenue Mixed-Use Project	Mixed Use	2022	Fountain Valley	✔			✔
Arrow Rochester Warehouse	Industrial	2022	Rancho Cucamonga	✔			
Transit Villages Specific Plan EIR	Government	2022	Redlands	✔			✔
Tustin Housing Element and MND	Government	2022	Tustin	✔			
State Street Village SCEA	Mixed Use	2022	Rancho Cucamonga	✔			
Covina Recreation Village CEQA & NEPA	Recreation	2022	Covina	✔			
Well 28 Installation	Public Works	2021	City of Orange	✔			✔
City Center Redlands	Mixed Use	2022	Redlands	✔			✔
Holly Triangle Townhomes	Residential	2022	Huntington Beach	✔			

Project Name	Project Type	Year Complete	Location	Services Provided			
				Environmental	Entitlement and Permitting	Due Diligence	Technical Services
Garry Avenue Business Park	Industrial	2022	Santa Ana	✔			✔
Village at 707 N Barranca	Mixed Use	2022	Covina	✔			✔
Visalia CSG Solar	Energy	2022	Tulare County	✔		✔	
Norco Housing Element	Residential	2021	Norco	✔			
Covina Bowl	Residential	2021	Covina	✔			
PreZero Redevelopment	Industrial	2020	Jurupa Valley	✔	✔		
Carden School Residential	Residential	2020	Whittier	✔	✔		
North Coast Highway Solar	Energy	2020	Humboldt County	✔	✔		
The Bowery	Commercial	2020	Santa Ana	✔	✔		✔
Kia Dealership	Commercial	2020	Moreno Valley	✔	✔		
Palomino Business Park	Commercial	2020	Norco	✔	✔		
Cantu Galleano Gas Station	Commercial	2020	Jurupa Valley	✔			✔
Twelve Oaks Winery Resort	Commercial Residential	2020	Riverside County	✔	✔		
Silverstrand Grid Energy Storage	Energy	2020	Camarillo	✔	✔		

The following project summaries exhibit EPD's wide range of experience with varying project types, locations, and CEQA documents from the most recent few years.

Bloomfield Avenue Development – *City of Santa Fe Springs*

Scope of Work: IS/MND and technical studies. | **Started:** 2021 | **Completed:** 2022

Project Description: The proposed project included demolishing the existing five buildings onsite (66,536 SF) and constructing an approximately 109,570-SF two-unit industrial warehouse building and associated parking lot, landscaping, and infrastructure. EPD prepared an Initial Study/Mitigated Negative Declaration, as well as technical studies including air quality, energy, and GHG analysis, and trip generation and VMT screening analysis.

Lakeland Road Development Project – *City of Santa Fe Springs*

Scope of Work: IS/MND, Trip Generation & VMT Screening Analysis. | **Started:** 2021 | **Completed:** 2022

Project Description: The project site comprised 8.45 acres and was developed with 67,540 SF of industrial structures for a steel fabricator. The proposed project involved demolishing the four existing structures and constructing a 185,294-SF industrial warehouse building with associated parking lot, landscaping, and infrastructure, and assuming 10 percent cold storage. EPD prepared an Initial Study/Mitigated Negative Declaration for the project as well as the trip generation and VMT screening analysis. EPD coordinated preparation of other necessary technical studies including air quality, energy, and GHG analysis, noise and vibration, and cultural resources.

Florence Avenue Townhomes – *City of Santa Fe Springs*

Scope of Work: IS/MND, technical studies.

Started: 2021 | **Completed:** 2022

Project Description: The project would redevelop the 3-acre project site with 54 attached multifamily residential townhomes and open space and recreational areas. The project included a General Plan Amendment, Zone Change, Development Plan Approval, Modification permit, and Tentative Tract Map. EPD prepared the IS/MND, air quality, GHG, and energy impact analysis, trip generation and LOS analysis, and VMT analysis for the project.

8717 Pioneer Boulevard Electronic Billboard – *City of Santa Fe Springs*

Scope of Work: IS/ND. | **Started:** 2021 | **Completed:** 2022

Project Description: EPD prepared the Initial Study/Negative Declaration and lighting analysis for this project, which consisted of the installation and operation of two electronic billboards. Each billboard would contain two electronic screens directed towards freeway travelers, and construction would require two-three days over a two-week period.

Pioneer Building Development – *City of Santa Fe Springs*

Scope of Work: Entitlement management; CEQA analysis; technical studies.

Started: 2018 | **Completed:** 2021

Project Description: EPD managed the entitlements and prepared the IS/MND and traffic analysis for this project, which consisted of three tilt-up industrial buildings. At 103,939 SF, Building 1 would also feature a 4,000 SF office at the southwest corner of the building. Building 2 would approximately be 28,146 SF, including 2,500 SF office space, and Building 3 would be 31,422 SF with 2,500 SF of office space. Technical studies EPD prepared and coordinated included the air quality and GHG report; geotechnical report; Phase I and II environmental site assessment; and trip generation and traffic analysis. In 2021, EPD prepared an addendum to the IS/MND in 2021 to accommodate minor revisions to the approved site plan as well as subdivide one of the parcels for condominium purposes.

Advanced Technology & Education Park – *South Orange County Community College District*

Scope of Work: Various environmental, planning documents.

Started: 2022 | **Completed:** Ongoing

Project Description: The EPD team has been working with the South Orange County Community College District to prepare environmental documentation and permitting for various projects within ATEP, a new 60-acre technology and occupational training community college campus located on the decommissioned Marine Corps Air Station Tustin. EPD is responsible for coordination of technical studies and project management of short- and long-range plans for site facility development. To date, EPD has prepared short- and long-range plans for site facility development, water quality management plans, stormwater pollution prevention plans, and CEQA documentation including an MND, EIR addenda, and others. EPD has also provided demolition, utility, grading, and drainage plans, and construction oversight.

Waterford Mixed-Use Project – *City of Rancho Cucamonga*

Scope of Work: 15183 Checklist peer review; technical studies. | **Started:** 2022 | **Completed:** 2023

Project Description: EPD peer reviewed a 15183 Streamlining Checklist for a mixed-use development which included 367 multi-family dwelling units and approximately 12,600 SF of amenity space, as well as approximately 4,200 SF of ground floor commercial retail space. EPD also prepared traffic, air quality, and greenhouse gas emissions studies for the Project.

Wood and Lurin Residential EIR – *City of Riverside*

Scope of Work: EIR and VMT analysis.

Started: 2022 | **Completed:** 2023

Project Description: EPD prepared an EIR for the City of Riverside for a residential development consisting of 96 single family residential units on an 18.92-acre lot. EPD prepared associated technical studies including air quality, GHG, noise, biological, and cultural resources and also helped the City conduct AB 52 consultations. In addition, EPD prepared the VMT Analysis for the Project's significant and unavoidable VMT impacts. Although the full impact could not be mitigated, EPD created a residential-based commute trip reduction program for implementation by the project homeowner's association. The CTR provided resources and transportation alternatives to project residents as well as provided long-term funding for a bus pass program. EPD worked closely with City of Riverside transportation staff while drafting the details and ongoing operations of the CTR program. The mitigation measure was the first residential VMT mitigation program in the City and will be used as a model for future residential VMT mitigation measures.

Chase Road Residential – *City of Fontana*

Scope of Work: 15183 checklist, traffic studies, peer reviews. | **Started:** 2022 | **Completed:** 2023

Project Description: EPD prepared a 15183 Streamlining Checklist for a residential development consisting of 48 single family residential units, four of which would be affordable units set aside for very-low-income households. EPD also peer reviewed the associated technical studies and prepared both the Traffic Safety Memo and VMT Screening Analysis Memo.

Gierson Ranch Residential Project – *City of Murrieta*

Scope of Work: 15183 Checklist.

Started: 2021 | **Completed:** 2023

Project Description: The Gierson Ranch Residential Project proposes subdividing a 21-acre site and redeveloping it with 107 single-family residences with 78 attached junior accessory dwelling units. The project includes parking, landscaping, recreation areas, and associated infrastructure. Meeting the requirements of CEQA Guidelines Section 15183 including consistency with development density established by existing zoning and plans for which an EIR was certified, the project qualified for a CEQA Exemption. EPD prepared the Exemption Checklist for the Project, for which the Notice of Exemption was finalized and filed in December 2023.

Griswold Residential Project – *County of Los Angeles*

Scope of Work: Streamlined EIR with VMT focus.

Started: 2020 | **Completed:** 2023

Project Description: The project involved demolishing the existing vacant school buildings on the site and redeveloping the site with 68 detached residential condominiums. EPD completed an Initial Study which scoped out the majority of environmental topics except for transportation. The EIR evaluated in depth the project's transportation impacts, including significant and unavoidable VMT impacts with mitigation applied. The Notice of Determination for the project was filed in September 2023.

Slater Avenue Mixed-Use Project – *City of Fountain Valley*

Scope of Work: Entitlement management; preparation of IS/MND and associated technical studies.

Started: 2020 | **Completed:** 2022

Project Description: The proposed project involved demolishing three existing buildings and constructing one mixed-use multi-family residential building with 270 residential units, a restaurant with 5,000 SF of indoor dining space and 2,000 SF of outdoor dining space, a 1,660 SF art gallery, a parking garage, and amenities. The project included a Development Code Amendment to create a new mixed-use zone, a General Plan Amendment to change the land use designation of the site, and a Zoning Change to change the site's zoning from Local Business to Mixed Use. The project included a density bonus for provision of affordable housing. EPD prepared the IS/MND for the project, as well as technical studies including air quality and GHG analysis, energy analysis, noise impact analysis, and cultural and paleontological resources assessment, and conducted entitlement management.

Arrow Rochester Warehouse – *City of Rancho Cucamonga*

Scope of Work: Preparation of Class 32 CEQA Exemption and technical studies.

Started: 2021 | **Completed:** 2022

Project Description: The project involved construction of a 49,745 SF industrial/warehouse building on a vacant 2.43-acre parcel at the corner of Rochester Avenue and Arrow Route, within the Neo-Industrial (NI) District. EPD worked closely with the City and applicant to ensure the warehouse use would be compatible with the adjacent recreational uses.

State Street Village SCEA – *City of Redlands*

Scope of Work: Preparation of SCEA; peer review of CEQA related technical studies.

Started: 2021 | **Completed:** 2022

Project Description: EPD prepared the Sustainable Communities Environmental Assessment (SCEA) and provided CEQA peer review for the technical studies for the State Street Village Project. The Project proposed to demolish the existing buildings and develop six 3- to 4-story mixed-use buildings consisting of 700 multifamily dwelling units, 71,778 SF of ground-floor retail, 12,328 SF of office space, amenity areas, community building, a 1,721 SF rooftop restaurant space, and a 14,500 SF drugstore with drive through and surface parking lot. The Project also included construction of an approximately 460-foot extension of West State Street to connect to a new 545-foot extension of Third Street through the Project site. The SCEA tiered from the SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and provided CEQA clearance for this high-priority project for the City of Redlands.

Transit Villages Specific Plan EIR – *City of Redlands*

Scope of Work: EIR, technical studies. | **Started:** 2019 | **Completed:** 2022

Project Description: EPD prepared an EIR for the Transit Villages Specific Plan (TVSP). The 947-acre Project area is divided into three planning areas ("transit villages"), generally surrounding three new San Bernardino County Transportation Authority Arrow Passenger Rail line stations in the city. The TVSP sets regulations for the community's long-term vision for compact, efficient, and environmentally sustainable development. As a form-based code, the TVSP emphasizes building form, mixed uses, pedestrian and transit-oriented development, and public realm improvements and amenities. Technical studies EPD prepared included an air quality/GHG report; cultural /paleontological resources report; energy analysis; noise impact analysis; VMT screening; and water supply assessment.

Tustin Housing Element and MND – *City of Tustin*

Project: Housing Element and CEQA analysis. | **Started:** 2021 | **Completed:** 2022

Project Description: EPD assisted with the preparation of the City of Tustin's Housing Element 6th Cycle Update and prepared the supporting Initial Study and Negative Declaration. The Housing Element Update provided a plan to meet anticipated population growth and housing needs, including incorporation of an additional 6,782 housing units to meet Regional Housing Needs Allocation accommodating varying income distributions. EPD also assisted the City with preparation and distribution of SB 18 and AB 52 tribal consultation letters. EPD worked with the City to meet an aggressive schedule and obtain certification of the Housing Element on time. In addition, EPD is currently drafting three EIRs to implement required RHNA rezoning outlined in this Housing Element.

Covina Recreation Village – *City of Covina*

Scope of Work: CEQA and NEPA analysis. | **Started:** 2019 | **Completed:** 2022

Project Description: The EPD team prepared the CEQA and NEPA analyses for the Covina Recreation Village project. The project proposed the adaptive reuse of two existing warehouse buildings on a 2.5-acre site with a recreation village which included interior and exterior improvements such as a dog park, pocket park, library, City Parks & Recreation offices, and an indoor recreation complex. The project was funded by Community Project Funding Grants through the U.S. Department of Housing and Urban Development and involved a NEPA Categorical Exclusion and Environmental Assessment. Additionally, the project was a qualified infill development where EPD prepared a Class 32 CEQA Exemption.

Covina Bowl Mixed-Use Project – *City of Covina*

Scope of Work: EIR, technical studies. | **Started:** 2019 | **Completed:** 2021

Project Description: EPD prepared the EIR and supporting technical studies for the Covina Bowl Specific Plan, which establishes a land use, development, and implementation framework for the enhancement and redevelopment of a 7.5-acre site. The project consisted of the implementation of a Specific Plan to establish a master-planned, mixed-use development that includes a high-density residential community, as well as the adaptive reuse of a historic bowling alley into commercial uses. In addition, applications for a Tentative Tract Map and a site Plan Review were filed with the City to develop a 5.75-acre portion of the subject property with 113 residential units and 12,000 SF of commercial space.

Well 28 Installation – *City of Orange*

Scope of Work: CEQA analysis; technical studies. | **Started:** 2019 | **Completed:** 2021

Project Description: This City of Orange Public Works project involved the construction of a new water well with a pumping station, utility building, Southern California Edison (SCE) transformer, and a passive mini park on a 0.36-acre project site. The project site was located in the Old Towne Orange Historic District and across the street from sensitive historic residential structures. The well needed to be drilled to a depth of 1,000 linear feet, which required drilling activity to occur 24 hours a day, 7 days a week, for three weeks. Once operational, the well was expected to produce 3,000 gallons of water per minute. EPD prepared the CEQA documentation and oversaw the technical studies, with particular emphasis on noise and vibration which required a temporary 24-foot-high sound wall to be installed during drilling operations to reduce construction noise. Other technical studies included air quality/GHG, cultural/paleontological resources, energy, trip generation, and geotechnical analyses, as well as the Phase I Environmental Site Assessment and well design report.

Carden School Residential – *Los Angeles Department of Regional Planning*

Scope of Work: Preparation of IS/MND; technical studies. | **Started:** 2019 | **Completed:** 2020

Project Description: EPD prepared the IS/MND and managed the community outreach effort for subdivision of a 5.8-acre site with an existing private school in the City of Whittier into 31 separate lots for the development of 29 single-family homes, two open space lots, and a new public road. EPD also prepared the traffic study and coordinated the tree survey, cultural and paleontological resources assessment, geotechnical due diligence and infiltration study, hydrology study, noise impact analysis, and Phase I environmental site assessment.

Palomino Business Park – *City of Norco*

Scope of Work: EIR. | **Started:** 2019 | **Completed:** 2020

Project Description: EPD prepared the EIR for the Palomino Business Park project, which included the redevelopment of an egg processing plant, Hidden Villa Ranch, on approximately 110 acres of land within the City of Norco for a new business park providing a mix of industrial, commercial, and office uses. The business park would include 35 light industrial buildings and three commercial buildings with commercial and office uses and would total approximately 2,050,000 SF of new building space.

Pre-Zero Redevelopment – *City of Jurupa Valley*

Scope of Work: Entitlement management; CEQA analysis; technical studies.

Started: 2019 | **Completed:** 2020

Project Description: EPD managed the entitlements and CEQA documentation, including three conditional use permits, for the construction of industrial buildings for food waste recycling with a total of 327,080 SF for office, warehousing, and manufacturing purposes. EPD also prepared the CEQA documentation and managed the technical studies for the project including the geotechnical investigation, infiltration study, hydrology and hydraulics report, noise study, traffic impact analysis, structural pavement investigation report, and specific water quality management plan.

Cantu Galleano Gas Station – *City of Jurupa Valley*

Scope of Work: Entitlement management; MND; technical studies.

Started: 2017 | **Completed:** 2020

Project Description: EPD managed the entitlements prepared the MND for a proposed new gas station, convenience store with alcohol sales, a casual restaurant/fast service/fast food, and an automated car wash on 2 acres of unimproved land. The project included a zone change from Industrial Park to General Commercial. Technical studies EPD prepared and coordinated included the air quality and GHG report; biological site assessment; geotechnical report; noise impact analysis; traffic impact analysis; and water quality management plan.

Twelve Oaks Winery Resort – *Riverside County*

Scope of Work: Entitlement management; MND; peer review of traffic study.

Started: 2017 | **Completed:** 2020

Project Description: EPD processed a Conditional Use Permit for a 286-key winery resort and a Tentative Tract Map for 96 residential units; the project area encompassed 1,100 acres. The residential component included 21 estate lots of 10-acre minimum size and 75 clustered lots ranging from 1-5 acres each. EPD prepared a Mitigated Negative Declaration and peer-reviewed the traffic study.

Kia Dealership – *City of Moreno Valley*

Scope of Work: Preparation of MND and technical studies.

Started: 2019 | **Completed:** 2020

Project Description: EPD prepared the MND and supporting technical studies for a 24,661-square-foot, two-story building for Kia vehicle sales and services. In addition to preparation of the MND, EPD assisted with the day-to-day management of the application processing, conditions of approval, and mitigation measures. EPD also coordinated construction permit management including but not limited to substantial conformance, building permit process, and utility coordination.

Silverstrand Solar – *City of Camarillo*

Scope of Work: Entitlement management and CEQA Notice of Exemption.

Started: 2019 | **Completed:** 2020

Project Description: EPD Staff helped manage the entitlements and prepared the CEQA Notice of Exemption for an 11-megawatt, 44 megawatt-hour energy storage facility located on 0.04-acre portion of a 161-acre parcel. The project included construction of 4,107 SF of concrete pads with inverters and transformers to support Tesla Megapack battery and ancillary electrical equipment.

EPD'S APPROACH TO CEQA/NEPA PROJECTS

TEAM ORGANIZATION

EPD organizes teams for each project to have at least three staff on hand, including senior personnel, the Project Manager, and a Project Coordinator, such that staff with project knowledge is always available. The Environmental Planning group is divided into "pods" and project teams often include two technical services staff and three CEQA staff to support cross-team functionality and thus a smooth exchange of project information. This helps ensure that each team member has in-depth knowledge of assigned projects, leading to the preparation of stronger environmental documents.

PROJECT MANAGEMENT, SUPPORT, AND STAFF MEETINGS

EPD recognizes that availability and responsiveness are a top priority. The Project Manager's role is to ensure adequate exchange of information for the duration of the project. This includes notifying City staff of issues as they are encountered and working judiciously to resolve them. The Project Manager will maintain the agendas and meeting minutes, monitor the project schedule, oversee the budget, and coordinate with City staff, subconsultants, and stakeholders.

Realizing face-to-face interaction can be necessary to achieve the collaboration required to complete a complicated task, EPD staff can meet in person or via video conference with City staff to discuss projects. Projects will be managed by principal- and senior-level staff, who are available to attend in-person meetings or conference calls with City staff to ensure information exchange is smooth and issues are quickly resolved. Staff is also available for evening or weekend public meetings/hearings where necessary. EPD has the flexibility to work with the City on a project-specific basis to adjust to varying staff or project requirements.

PUBLIC PARTICIPATION AND COMMUNITY OUTREACH

The EPD team has significant expertise in public participation and community outreach activities. Beyond the public participation required by law (such as CEQA noticing), EPD can lead public workshops, charrettes, scoping meetings, and other outreach activities in order to maximize useful public input into a project. EPD will coordinate and be available to participate in public scoping meetings, public workshops, and/or public hearings as necessary for projects. EPD will be available to consult with all applicable federal, State, and local agencies, stakeholders, and the public as requested by the City.

PROJECT CONTROLS AND QUALITY ASSURANCE

Quality control and assurance is integrated in EPD's project processes. EPD conducts weekly team meetings to stay up to date on projects and ensure that support is provided where needed. Each project has project information and shareable, living schedules organized in Smartsheet where teams can stay up to date on project tasks and deadlines. In addition to upfront coordination with team members, timesheets are submitted weekly for Project Managers to review hours spent on projects to monitor costs. A cloud-based time and expense tracking system allows for a real-time review of each project's budget status so that project managers can quickly identify any areas of concern and take corrective action to avoid budget overages. As project documentation is finalized, it is supported by internal peer and Project Manager, technical editing, and senior level review to ensure accuracy, completion, and organization of information prior to sending to clients. EPD also encourages regular status updates with clients for project and schedule updates and information needs, to ensure that projects remain on schedule.

PROJECT PROCESS

When assigned a project from this RFP, EPD will develop a project strategy in close coordination with City staff. EPD will identify project stakeholders and critical issues of concern, and work with the City to the understand project objectives. Services for CEQA and NEPA compliance may include, but are not limited to, the distribution and filing of environmental noticing, and preparation of reports such as the following:

- Initial Study
- Notice of Preparation
- Notice of Availability
- Notice of Determination
- Categorical Exemption
- Negative Declaration
- Mitigative Negative Declaration
- Environmental Impact Report
- EIR Addendum, Supplemental EIR, Subsequent EIR
- Mitigation & Monitoring Program
- Responses to Comments
- Statement of Overriding Considerations
- NEPA compliance documents

EPD's approach to environmental analysis and regulation compliance is to assess projects early and often against environmental requirements and be an active participant in concert with the City as projects are proposed, considered by City decision makers, and implemented. Our desire to be involved is with the intention of streamlining the environmental review process by guiding and informing the design, approval, and construction processes to avoid significant environmental effects to extent feasible, limit project delays, reduce costs, and prevent unforeseen issues from arising related to environmental compliance.

Our general approach to CEQA and NEPA projects follows these steps:

Task 1. Project Initiation.

EPD will respond to requests for services based on the on-call contract or with a project-specific Scope of Work and Cost Estimate. When assigned a project pursuant to this RFQ, EPD will develop a project environmental compliance strategy in close coordination with the City. This will come from an early and thorough assessment of the environmental and regulatory conditions in which the project will be considered, reviewing project application materials, relevant City policy documents and applicant-prepared technical studies. EPD will review project plans and site conditions for CEQA streamlining opportunities and coordinate with City staff to establish roles and protocols to guide communication between staff, EPD and applicant teams, if necessary.

In addition, EPD has extensive experience in conducting tribal consultations and can assist the City with organizing and facilitating any required tribal consultations under SB 18 and AB 52.

Task 2. Preparation and Peer Review of Technical Studies.

EPD provides in-house services, as well as contracts with technical consultants, to provide regulatory compliance support for peer reviews to meet compensatory mitigation requirements and to prepare supporting documents, as required. These technical studies and reviews will be provided to complete the environmental review or for City and development projects as needed, including but not limited to:

- Air Quality Study
- Biological Assessments
- Cultural Resource Study
- Environmental Site Assessments
- Economic/Market Study
- Geological/Soil Study
- Greenhouse Gas Assessment
- Health Risk Assessment
- Historical Resources
- Hydrology/Water Quality Study
- Noise Impact Study
- Parking Study
- Water Supply Assessment
- Utility/Sewer Study
- Traffic Study

Task 3. Initial Study.

Concurrent to identifying technical experts responsible for the preparation of necessary studies, EPD will prepare or review the Initial Study checklist to determine the appropriate CEQA documentation for the project. Our research conducted as part of this task, in close collaboration with our technical team, will assure a comprehensive analysis is conducted, and potential issues are identified upfront, as well as opportunities to avoid such issues through project design refinements. EPD will advise the City early on if the project involves a Federal nexus and requires NEPA documentation, in which case, an Environmental Assessment will be prepared.

Task 4. Administrative and Public Review Draft ND, MND, or EIR.

EPD will initiate preparation of the draft CEQA documentation upon completion of the Draft Initial Study. EPD will prescribe avoidance, minimization, and mitigation measures as needed that are effective and feasible. To expedite the process, we prepare a complete administrative draft document for review and comment, which is more efficient than submittal of selected sections on an incremental basis. Adequate time will be provided in the project schedule for the City's review of the administrative and public review drafts of the documents. Additionally, EPD will prepare and distribute all required public notices and mailings including, but not limited to, the NOC, NOA (for EIRs), and the NOI to Adopt a Negative Declaration. If the project requires NEPA, EPD will prepare and distribute the finding of no significant impact (FONSI) or Environmental Impact Statement (EIS), as needed. EPD will also upload the CEQA documents and notices to the State Clearinghouse on behalf of the City.

Task 5. Response to Comments, Final MND or EIR, and MMRP.

Following the close of a public comment period, EPD will review any comments regarding the contents of the environmental document. A strategy meeting will be held with the City, and applicant team as necessary, to discuss the comments, the preferred format for responses, and to identify data needs. If necessary, the draft environmental document will be revised to reflect any substantial changes made in Response to Comments. If the project requires an EIS, Response to Comments/Final EIS will be prepared. A Record of Decision will be filed as well. EPD can coordinate all required EPA filings, Federal Register notices, and agency and public review processes. A Mitigation Monitoring and Reporting Program (MMRP) will be prepared identifying any significant impacts that would result from the project, mitigation measures for each impact, the time at which each measure will need to be conducted, the entity responsible for implementing the mitigation, and the department/agency responsible for monitoring the mitigation effort and ensuring its success.

Task 6. Findings and Statement of Overriding Consideration.

For adoption of CEQA documentation, EPD will prepare all necessary CEQA findings of fact and as necessary, statement of overriding considerations. A strategy meeting will be held with the City to discuss the findings, the City's preferred format, and to identify data needs.

Task 7. Noticing.

EPD will initiate preparation of all appropriate and required notices such as public notices, Scoping Meetings, NOP, NOC, NOI, and NOD. EPD will also upload to the State Clearinghouse on behalf of the City.

OTHER SERVICES

In addition to CEQA and NEPA documentation and technical services, EPD can assist the City with **Findings**, **Staff Reports**, **Resolutions**, **high quality exhibits and graphics** and other similar tasks as they relate to

environmental documentation, as well as planning-related tasks such as, but not limited to, conducting research on various land use and planning issues. Additionally, EPD's project director, Konnie Dobreva, is a frequent lecturer for AEP CEQA Workshops, which provide training to developers, planners, and attorneys. She brings diverse planning and legal experience and can provide in-house CEQA trainings for City staff if desired.

STAFFING

EPD STAFF

Key personnel for EPD's CEQA related services include the following team members. Staffing levels vary per project to ensure effective coverage and even distribution of work.

- Konnie Dobreva, JD, Vice President of Environmental Planning (*Project Manager/Lead)*
- Jeremy Krout, CEO *(Client services)*
- Meghan Macias, Director of Technical Services *(Team lead for air quality, GHG, energy, transportation)*
- Alex Garber, Senior Technical Planner *(Air quality, GHG, and energy analysis)*
- Abby Pal, Senior Transportation Planner *(Transportation analysis)*
- Meaghan Truman, Associate Environmental Planner III *(CEQA/NEPA project management)*
- Danielle Thayer, Associate Environmental Planner II *(CEQA/NEPA project management)*

Konnie Dobreva leads EPD's environmental planning team and will serve as the designated Project Manager and the primary project contact. Summaries for each person are provided below. **Detailed resumes for all CEQA team members are provided in Appendix A.**

Konnie Dobreva, JD, *Vice President of Environmental Planning*

Konnie has 25 years of public- and private-sector planning and legal experience, including the preparation of environmental documents for a wide range of projects such as General Plan and Housing Element updates, small-scale residential, large master planned communities, commercial office, industrial, solar, and mixed-use. Her extensive experience has made her a keen strategist and an effective writer of legally defensible environmental documents, and she has prepared or peer-reviewed hundreds of documents in compliance with CEQA.

Konnie received her Juris Doctorate from Pepperdine University School of Law; a Bachelor of Arts in Environmental Analysis and Design from University of California, Irvine; and a Certificate in Alternative Dispute Resolution from the Straus Institute. She is a frequent lecturer on CEQA for the Association of Environmental Professionals (AEP) Advanced CEQA Workshop and CEQA Basics Workshop; has been a Board Member for the Orange County Chapter of AEP for many years; has co-chaired the AEP State Conference three times; and is currently the Executive Vice President for California AEP.

Jeremy Krout, AICP, LEED GA, *CEO*

Jeremy, the founder of EPD, has experience in both the public and private sectors, which has allowed him opportunities to prepare and manage various types of environmental documents and project entitlements. Jeremy's experience spans a diverse range of uniquely complex land use planning and entitlement projects, due diligence studies, general plan amendments, zone changes, EIRs, development agreements, and construction projects. His clients have entrusted him with these responsibilities based

on his problem-solving approach and extensive real-world experience in creating CEQA documents based on sound research, well-articulated strategies, and many successes on exigent projects.

Jeremy is a Certified AICP Planner and LEED Green Associate and received a Master of City and Regional Planning from California Polytechnic State University in San Luis Obispo, as well as dual Bachelor of Arts Degrees in Geography and Environmental Studies from the University of California, Santa Barbara. He is a member of California AEP, the Building Industry Association, the American Planning Association (APA), and the Urban Land Institute.

Meghan Macias, *Director of Technical Services*

Meghan leads EPD's Technical Services team, preparing analyses and planning documents related to transportation, air quality, greenhouse gas emissions, and energy. She has a proven track record of managing complicated and controversial projects to achieve defensible and implementable solutions to technical issues, obtained from over 20 years of experience in the transportation planning field, and has worked on hundreds of projects throughout California including land development, infrastructure, active transportation, and Master, Specific, and General Plans.

Meghan is a licensed California Traffic Engineer (#2697). She has overseen all types of traffic analysis services, including preparing TIAs and parking analyses; forecasting future traffic generation using average daily trips (ADT), level of service (LOS), and vehicle miles traveled (VMT); developing traffic mitigation measure recommendations and fair share calculations; and coordinating preparation of intersection design plans, traffic signal design plans, and other related services. She has a deep understanding of the regulations and methodologies used by local and regional agencies throughout California, including application of local traffic study guidelines, CMPs, and CEQA requirements.

She received a Master of Urban and Regional Planning from the University of California, Irvine, and a Bachelor of Arts in Geography from California State University, Fullerton.

Alex Garber, *Senior Technical Planner*

Alex has extensive experience in the areas of environmental and traffic planning and analysis and air quality, energy, and greenhouse gas analysis. In addition to developing the transportation skills of new hires, Alex was responsible for starting the air quality, energy, greenhouse gas, and HRA disciplines for the Technical Services team at EPD. Alex works on a variety of projects including residential, industrial, commercial, institutional, solar utility, mixed-use development, and specific plans, providing expertise in the aforementioned technical disciplines as well as with CEQA and GIS spatial analyses.

Alex has a Bachelor of Arts degree in Environmental Studies from the University of California, Santa Cruz, and an Environmental Management Certification from the University of California, Irvine. He is currently a Board Member for AEP and is a member of the Golden Key Society.

Abby Pal, *Senior Transportation Planner*

Abby is a transportation planner with over 6 years of experience preparing and reviewing analyses and planning documents related to transportation safety, vehicle miles traveled, and traffic impact assessments (TIA). Her broad range of experience includes collision analysis, transportation safety infrastructure, signing and striping plans, traffic estimation, and impact assessment for proposed developments, traffic calming, and transit-oriented development. Abby works on a variety of projects including residential, industrial, commercial, institutional, solar utility, mixed-use development, and specific plans. She also routinely provides civil engineering teams with guidance on site circulation and

traffic design to keep projects on schedule avoiding major future design setbacks. Abby's past experience includes working with multinational companies and non-profit organizations in the fields of urban design, campus sustainability, and community outreach.

Abby has a Master of Urban Design from Carnegie Mellon University, Pittsburgh, and a Bachelor of Arts in Architecture from Pune University. She is a current member of the Institute of Transportation Engineers and the Orange County Traffic Engineering Council.

Meaghan Truman, *Associate Environmental Planner III*

Meaghan has experience in the areas of environmental planning, entitlements, and policy planning, and is an expert in CEQA. She has worked on a wide variety of projects and environmental documents including Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Exemptions, and Addendums. Meaghan brings a unique perspective and skill set to the EPD team with previous experience working for the City of Manhattan Beach Community Development Department.

Meaghan has provided her technical expertise on a wide variety of development and utility projects for both public and private sector clients. Meaghan has a Bachelor of Arts in Environmental Studies from Loyola Marymount University and is on the Board of Directors for the Orange County Association of Environmental Professionals.

Danielle Thayer, *Associate Environmental Planner II*

Danielle has over six years of experience practicing environmental planning and policy analysis, including with the preparation of environmental assessment documents and technical studies in compliance with CEQA and NEPA. She has provided her technical expertise on a wide variety of transportation, utility, and development projects for both public and private sector clients, and has an educational background in urban planning, stormwater management, and environmental law and economics.

Danielle holds a Master of Science in Natural Resources and Environmental Sciences and a Bachelor of Arts in Urban and Regional Planning from the University of Illinois, Urbana-Champaign, and is a member of California AEP. During graduate school, Danielle worked with the Army Corps of Engineers as a biologist doing stormwater management planning for various army basis, and has experience writing many water quality reports for various roadway improvement projects.

SUBCONSULTANTS

EPD regularly collaborates with other experts in order to provide full, comprehensive environmental consulting services. By maintaining longstanding relationships and partnering with other firms, we are able to avoid bottlenecks on availability that can occur from solely relying in-house services, leading to more efficiently completed projects and connections throughout the industry that enhance the services we can provide for our clients. The following is a list of some of the firms that EPD frequently collaborates with on projects throughout Southern California as their quality of work meets EPD's exacting standards to successfully guide projects through the environmental clearance process.

BFSA Environmental Services – Cultural and Paleontological Resources

BFSA Environmental Services, a division of Perennial Environmental Services, is an esteemed environmental services management firm that has been operating since 1977. BFSA specializes in offering a comprehensive range of consulting services, including archaeology, historic preservation, paleontology, and biology, to both public agencies and private sector

clients across the western United States. BFSA is committed to excellence in conducting environmental studies and impact assessments, evaluating natural and cultural resources, and providing mitigation solutions. BFSA is widely recognized for providing streamlined solutions to complex problems throughout Southern California and works closely with EPD on a variety of projects.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Bloomfield Avenue Development; Lakeland Road Development Project; Advanced Technology & Education Park; Waterford Mixed-Use Project; Chase Road Residential; Kia Dealership.

Hernandez Environmental Services – Biological Resources, Regulatory Compliance

The Hernandez Environmental Services team has over three decades of experience in environmental planning, biological studies, and regulatory permitting services, with expertise in developing dynamic solutions to navigate complex biological and regulatory compliance requirements. EPD has partnered with Hernandez Environmental for several years in the preparation of biological studies, focused surveys for sensitive species, jurisdictional/wetland delineations, regulatory permitting and compliance, habitat conservation plan compliance, biological monitoring during construction, habitat mitigation and monitoring plans, and mitigation/conservation planning.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Advanced Technology & Education Park; Waterford Mixed-Use Project; Wood and Lurin Residential EIR; Chase Road Residential.

LSA – Noise and Vibration

LSA's team of noise and vibration experts provide the comprehensive acoustical assessment services necessary to comply with CEQA and NEPA, the Federal Highway Administration, the Federal Aviation Administration, the Federal Railroad Administration and Federal Transit Administration, and local requirements for environmental compliance. Services include post-construction interior noise assessments, construction monitoring, and preparation of technical studies or environmental sections for transportation and development projects. LSA's studies analyze a variety of noise sources including stationary equipment and transportation related impacts from automobiles, aircraft, and trains. LSA provides noise impact assessments and assistance with response to comments, attendance at public hearings, and can provide specialized training.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Advanced Technology & Education Park; Lakeland Road Development Project; Chase Road Residential.

Material Culture Consulting, Inc. (MCC) – Cultural and Paleontological Resources

MCC offers services in archaeology, ethnography, Native American consultation, traditional land use studies, AB 52/SB 18 consultation assistance, paleontology, and agency consultation to accomplish regulatory compliance under CEQA, NEPA, the National Historic Preservation Act (NHPA), and other historic preservation statutes and implementing regulations. Their qualified cultural resource professionals have expertise in historic archaeology, history, architectural history, ethnography, regulatory compliance, architectural history, historic preservation, and GIS data management, and all staff meet the professional Secretary of Interior Qualifications for Archaeology and Historic Preservation.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Advanced Technology & Education Park; Florence Avenue Townhomes; Transit Villages Specific Plan EIR; State Street Village SCEA; Slater Avenue Mixed-Use Project.

Urban Crossroads, Inc. – Air Quality, GHG, Noise, Transportation

Urban Crossroads provides air quality, greenhouse gas, health risk assessment, and noise analysis services to meet national, state and local compliance requirements. Urban Crossroads staff has extensive experience using U.S. Environmental Protection Agency Air Dispersion models, including ISCST3 and AERMOD, and air quality models accepted for use in California including CalEEMod, EMFAC, CALINE4 and CAL3QHC. In addition, Urban Crossroads' noise group maintains a strong technical background in preliminary noise studies and the application and development of noise prediction models. EPD has worked with Urban Crossroads on air quality, greenhouse gas emissions, noise, and traffic analyses for over 100 different projects over the past 8+ years.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Bloomfield Avenue Development; Advanced Technology & Education Park; Griswold Residential Project; State Street Village SCEA; Transit Villages Specific Plan EIR; Covina Recreation Village; Covina Bowl Mixed-Use Project; Well 28 Installation; Pioneer Building Development; Palomino Business Park; Cantu Galleano Gas Station; Twelve Oaks Winery Resort; Kia Dealership.

Vista Environmental – Air Quality, Greenhouse Gas, Energy, Noise

Vista Environmental specializes in air quality, greenhouse gas emissions, health risk assessments, and noise impact analyses for governmental agencies and the business community and has completed many complex studies for both CEQA and NEPA compliance. Vista has a thorough understanding of federal, State, and local regulatory requirements and expertise with various air and energy modeling software and noise impact assessment methodology. Vista is a certified Women Business Enterprise and Small Business Enterprise.

Examples of Projects with EPD (projects listed in Relevant Experience section of this SOQ): Advanced Technology & Education Park; Griswold Residential Project; Slater Avenue Mixed-Use Project; Florence Avenue Townhomes.

QUALIFICATIONS AND REFERENCES

Please see the *Staffing* section above for names of EPD's key CEQA staff and their role in many projects with EPD, as well as resumes for more detailed qualifications and project examples. Please see the *Relevant Experience* section above for examples of the EPD team's diverse CEQA-related project experience. EPD has been providing CEQA consulting services since 2013.

The following is a list of references for which EPD has performed similar environmental consulting services, including a description of the services provided.

Reference 1: South Orange County Community College District Facilities Planning	
Contact:	**Medhanie Ephrem**, Executive Director, Facilities Planning
Email:	mephrem@socccd.edu
Phone:	949-582-4531
Address:	3rd Floor, HS Building, Saddleback College

	28000 Marguerite Pkwy Mission Viejo, CA 92692

Project: **Advanced Tech & Education Park Planning and CEQA Compliance Services**

Timeline: **2014 – Ongoing**

Description of Services: The EPD team has been working with the South Orange County Community College District to prepare environmental documentation and permitting for various projects within ATEP, a new 60-acre technology and occupational training community college campus located on the decommissioned Marine Corps Air Station Tustin. EPD is responsible for coordination of technical studies and project management of short- and long-range plans for site facility development. To date, EPD has prepared short- and long-range plans for site facility development, water quality management plans, stormwater pollution prevention plans, and CEQA documentation including an MND, EIR addenda, and others. EPD has also provided demolition, utility, grading, and drainage plans, and construction oversight. EPD continues to work with the District to complete project planning and environmental documentation on an ongoing basis while meeting expedited project schedules.

Reference 2: City of Tustin Community Development Department

Contact:	**Justina Willkom**, Community Development Director
Email:	jwillkom@tustinca.org
Phone:	714-573-3115
Address:	300 Centennial Way Tustin, CA 92780

Project: **Tustin Housing Element and MND** | Timeline: **2021 – 2022**

Description of Services: EPD provided Housing Element advisory services and assisted with the preparation of the City of Tustin's Housing Element 6th Cycle Update and prepared the supporting Initial Study and Negative Declaration. The Housing Element Update provided a plan to meet anticipated population growth and housing needs, including incorporation of an additional 6,782 housing units to meet Regional Housing Needs Allocation accommodating varying income distributions. EPD also assisted the City with preparation and distribution of SB 18 and AB 52 tribal consultation letters. EPD worked with the City to meet an aggressive schedule and obtain certification of the Housing Element on time. In addition, EPD is currently drafting three EIRs to implement required RHNA rezoning outlined in this Housing Element.

Reference 3: City of Redlands Planning Division

Contact:	**Brian Desatnik,** Director of Community Development
Email:	bdesatnik@cityofredlands.org
Phone:	909-798-7555
Address:	35 Cajon St, Suite 20 Redlands, CA 92373

Project: **Transit Villages Specific Plan EIR** | Timeline: **2019 – 2022**

Description of Services: EPD prepared an EIR for the Transit Villages Specific Plan (TVSP). The 947-acre Project area is divided into three planning areas ("transit villages"), generally surrounding three new San Bernardino County Transportation Authority Arrow Passenger Rail line stations in the city. The TVSP sets regulations for the community's long-term vision for compact, efficient, and

environmentally sustainable development. As a form-based code, the TVSP emphasizes building form, mixed uses, strong pedestrian and transit-oriented development, and public realm improvements and amenities. Technical studies EPD prepared included an air quality and GHG report; cultural and paleontological resources report; energy analysis; noise impact analysis; VMT screening; and water supply assessment. EPD worked with the City to maintain an efficient schedule and budget through project completion.

Reference 4: City of Santa Ana Planning Division

Contact:	**Ali Pezeshkpour,** Planning Manager
Email:	APezeshkpour@santa-ana.org
Phone:	714-647-5882
Address:	20 Civic Center Plaza Santa Ana, CA 92701

Project: **Bowery Mixed-Use Project** | Timeline: **2019 – 2020**

Description of Services: EPD prepared an EIR for the Bowery Mixed-Use Project, which proposed redevelopment of a 14.58-acre infill, urban site in the city of Santa Ana with new mixed uses including retail, restaurant, and multi-family residential. The Project required a General Plan amendment and a zoning amendment. The multi-family residential component consisted of 1,150 units in three multi-story buildings with adjacent parking structures, 80,000 SF of retail and restaurant commercial space, and approximately 183,000 SF of open space in courtyards, common area amenities, a roof deck, and perimeter plazas. The Bowery Mixed Use Project was a highly controversial project that required extensive coordination and communication with City departments, the City of Tustin, ALUC, and other agencies.

Reference 5: City of Norco

Contact:	**Alma Robles,** Planning Director
Email:	arobles@ci.norco.ca.us
Phone:	951-270-5682
Address:	2870 Clark Avenue Norco, CA 92860

Project: **Norco Housing Element** | Timeline: **2020 – 2022**

Description of Services: EPD prepared an updated Housing Element for the City of Norco for the 2021-2029 planning period as well as the supporting Initial Study/Negative Declaration analyzing potential environmental impacts. The Housing Element focuses on six vacant and underutilized sites to implement the City's RHNA allocation of 454 residential units as well as includes the City's Quantified Objectives for housing. The Housing Element was successfully approved and the Notice of Determination for the IS/ND filed in 2022.

FEE SCHEDULE

EPD SOLUTIONS, INC.

Position	Hourly Rate
President/Principal	$400 - $450
Vice President of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering; Principal Planner	$350 - $425
Senior Director of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering	$320 - $360
Director of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering Environmental Planning Manager	$290 - $330
Senior: Project Manager; Planner; Transportation Planner; Engineer; Associate	$250 - $300
Project Manager; Associate Engineer; Senior Environmental Planner; Senior Technical Planner	$195 - $250
Associate: Planner; Environmental Planner; Transportation Planner; Technical Editor	$185 - $225
Assistant: Project Manager; Environmental Planner I - III; Transportation Planner; Project Planner; Engineer Senior Project Coordinator	$150 - $195
Project Coordinator; GIS Analyst; Drafter	$135 - $150
Support Staff	$85 - $150

Accommodations including all out-of-pocket costs such as travel expenses, permit fees, governmental fees, blueprinting costs, delivery charges, etc., will be invoiced at cost plus 15%. These fees and costs are not included in our rate sheet or within any estimates, quotations, or contracts. For subconsultants, EPD's markup is 25%.

SUBCONSULTANT RATES

BFSA ENVIRONMENTAL SERVICES	
TITLE	**HOURLY RATE**
Principal Consultant	$230.00
Project Manager III	$175.00
Project Manager II	$150.00
Project Manager I	$125.00
Project Coordinator	$110.00
Senior Historian	$120.00
Historian	$100.00
Research Assistant	$95.00

BFSA ENVIRONMENTAL SERVICES	
TITLE	**HOURLY RATE**
Senior Archaeologist	$150.00
Project Archaeologist	$110.00
Archaeological Field Technician II	$100.00
Archaeological Field Technician I	$85.00
Laboratory Supervisor	$120.00
Laboratory Technician II	$95.00
Laboratory Technician I	$85.00
Senior Paleontologist	$140.00
Paleontologist II	$110.00
Paleontologist I	$95.00
Archaeological/Paleontological Field Monitor II	$95.00
Archaeological/Paleontological Field Monitor I	$85.00
Native American Monitor	Varies
GIS/GPS Mapping Services, Production/Implementation	$95.00
Graphics Artist/Draftsperson	$80.00
Word Processor/Editor	$65.00
Senior Editor	$85.00

Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate.
Per Diem: Per diem charges will coincide with federal allowances for the specific projects engaged.

HERNANDEZ ENVIRONMENTAL SERVICES		
TITLE	**HOURLY RATE**	**MONITORING HOURLY RATE**
Principal Biologist	$125	$105
Principal Regulatory Specialist	$125	$105
Assistant Project Manager/Associate Biologist	$105	$85
Associate Biologist	$95	$85

Hernandez Environmental Services will charge $85 an hour and $0.58 a mile for all biological monitoring activities including driving to and from the project site, no matter who from Hernandez Environmental Services is performing the biological monitoring. Should any consulting need to be done or biological reports need to be written the hourly rates will change based off the chart above.

LSA

Job Classification							Hourly Rate Range[1,2]
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Cultural Resources Manager/ Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	$105–135
Field Services							
Senior Field Crew/Field Crew							$85–120
Office Services							
Graphics							$125–150
Marketing							$115–195
Office Assistant							$100–140
Project Assistant							$105–135
Research Assistant/Intern							$75–100
Word Processing/Technical Editing							$105–135

[1] The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

[2] Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

Description		Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	$0.07 per page	Total Station Surveying Instrument	$50.00 per day
Reproduction	(8.5 x 11) Color	$0.40 per page	Level (Laser or Optical)	$25.00 per day
Reproduction	(11 x 17) B/W	$0.10 per page	Laser Rangefinder	$25.00 per day
Reproduction	(11 x 17) Color	$0.75 per page	Sound Meter	$75.00 per day
CD Production		$5.00 per CD	Sound Meter with Velocity Transducer	$85.00 per day
USB Flash Drive		$5.00 per drive	Aerial Photo	Cost
Plotting		$3.75 per sq ft	Boat Rental	Cost
Aerial Drone		$200.00 per day	Water Quality Meter	$25.00 per day
Mileage	On-Road	Current federal rate	Night Vision Goggles	$50.00 per unit per night
Mileage	Off-Road	Current federal rate	Wildlife Camera	$25.00 per day
GPS Unit		$75.00 per day		

[1] Direct costs shall be reimbursed at cost plus 10 percent.

MATERIAL CULTURE CONSULTING (MCC)	
TITLE	**HOURLY RATE**
Project Director	$180.00
Principal Archaeologist & Paleontologist	$160.00
Senior Archaeologist & Paleontologist	$140.00
Associate Archaeologist & Paleontologist	$120.00
Staff Archaeologist & Paleontologist	$100.00
Senior Project Coordinator	$120.00
Associate Project Coordinator	$100.00
Staff Project Coordinator	$80.00
GIS Specialist	$120.00
GIS Technician	$100.00
Technical Editor	$100.00
Contract Manager	$140.00
Project Accountant	$100.00
Administrative & Clerical	$80.00

1. The schedule above applies to work performed for the calendar year 2024. 2. Direct costs will be billed at cost, with no additional markup, unless otherwise agreed. 3. Negotiation of final rates will be based on contract specifications. 4. Rates shown are based on regular time. Overtime will be billed per current labor codes. 5. All rates are subject to change.

URBAN CROSSROADS	
TITLE	**HOURLY RATE**
Principal	$225-295
Senior Associate	$175-235
Associate	$150-195
Senior Analyst/Engineer	$120-155
Analyst/Engineer	$90-135
Assistant Analyst	$80-125
Administrative Support	$75-110

General: (1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost. (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent. (3) Monthly billing statements are due within thirty (30) days of receipt.

VISTA ENVIRONMENTAL	
TITLE	**HOURLY RATE**
Senior Analyst	$140

Reimbursable Expenses. Travel: Private vehicles @ $0.65 per mile. Commercial travel and related expenses at cost. Taxes: Any tax and/or fees imposed by a taxing authority based upon gross revenues or sales shall be reimbursable in addition to the fee stated in this Agreement. **Other Project Expenses:** Cost. If Project expenses other than those mentioned above are necessary, Vista Environmental will obtain prior approval from the client and will charge the client at cost for the expense.

E | P | D
SOLUTIONS, INC

3333 Michelson Drive, Suite 500, Irvine, CA 92612 | **epdsolutions.com**

Appendix A:
Resumes

Konstanza Dobreva, JD

Vice President of Environmental Planning

EDUCATION PROFILE

Juris Doctor
Pepperdine University
School of Law

Bachelor of Arts, cum laude, Environmental Analysis & Design, Minor in Urban & Regional Planning
University of California, Irvine

Certificate in Alternative Dispute Resolution
Straus Institute

PROFESSIONAL AFFILIATIONS

Board of Directors, Orange County Association of Environmental Professionals

Co-chair, Association of Environmental Professionals State Conference (2005 and 2014)

PROFILE

Konnie's more than 17 years of public and private sector planning and legal experience have made her an expert in entitlements, environmental and policy planning, a keen analyst and an effective writer of environmental documents. She has managed and prepared environmental documents for a diverse range of projects and clients: small-scale residential and large planned communities, commercial office, industrial, mixed-use, and schools. In law school, Konnie specialized in alternative dispute resolution. She clerked for two private law firms and the Thousand Oaks City Attorney's Office. She was also a full-time extern for the Honorable Warren J. Ferguson, 9th Circuit Court of Appeals. Konnie has been a planner with the City of Lake Forest and a planning consultant for the cities of Irvine, Anaheim, and Rancho Santa Margarita. Her duties included project management, evaluating development proposals, presenting staff reports and resolutions before the Zoning Administrator and Planning Commission, evaluating grading and building plans, and environmental review and documentation. Konnie's diverse planning and legal experience provides her with a unique understanding of planning and zoning law, and the California Environmental Quality Act (CEQA). She is a frequent lecturer on CEQA for the Association of Environmental Professionals (AEP) Advanced CEQA Workshop and CEQA Basics Workshop, which provides training to many of the area developers, agency planners and attorneys.

REPRESENTATIVE PROJECTS

Downtown Commercial Core Specific Plan & Program EIR, City of Tustin
Rider Commerce Center MND, Riverside County
Saddleback Stadium EIR Addendum, City of Mission Viejo
Twelve Oaks Winery Resort MND, Riverside County
Metroplitan State Hospital Modernization MND, City of Norwalk
901 E. South Street Inf II Environmental Checklist, City of Anaheim
Colony Commerce Center East EIR, City of Ontario
Claremont General Plan Housing Element EIR Addendum, City of Claremont
Chino Francis Estates MND, City of Chino
Brodiaea Business Center MND Addendum, City of Moreno Valley
Village 605 EIR Addendum, City of Los Alamitos

Jeremy Krout, AICP, LEED, GA

President/CEO

EDUCATION PROFILE

Master of City and Regional Planning
California Polytechnic State University, San Luis Obispo

Dual Bachelor of Arts Degrees, Geography and Environmental Studies,
University of California, Santa Barbara

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Building Industry Association (BIA)

Urban Land Institute (ULI)

Assoc. of Environmental Professionals (AEP)

Certified Green Building Professional, Build It Green

Board of Directors, Wooden Floor

PROFILE

Jeremy is the founder of EPD Solutions, Inc., and has over 20 years of experience in urban, environmental and policy planning; project management; and real estate entitlement and development, in both the public and private sectors. Over this period, he has successfully managed many regionally significant and complex projects in these fields, which drew on his knowledge of federal, state and local government regulations, natural interpersonal and negotiation skills, public presentation strengths, detail-oriented approach to project design oversight, and team leadership abilities. His wide-ranging and multifaceted experience on infill residential, master planned communities, affordable housing, education, public and private redevelopment, transportation, mining, solar, recreation, hospitality and industrial projects has developed and honed his skills in entitlement strategy and implementation and environmental compliance. It is because of his successes and dedication that he has earned the conviction and reliance of project proponents and opponents, stakeholdersthe conviction and reliance of project proponents and opponents, stakeholders and his clients.

REPRESENTATIVE PROJECTS

Twelve Oaks Winery Resort, Riverside County, 286 keys and 96 lots

Gemini Solar, Clark County, NV, 690 MW solar photovoltaic power plant

Los Olivos, Riverside County, 48 homes

Downtown Commercial Core Specific Plan & Program EIR, City of Tustin

901 E. South Street Infill Environmental Checklist, City of Anaheim, 546 homes

Colony Commerce Center Easter, City of Ontario, 1.9 million SF industrial

Claremont General Plan Housing Element EIR Addendum, City of Claremont

Centennial Park Solar & Sherwood Park Solar, City of Paso Robles, canopy solar PV

Advanced Technology & Education Park, City of Tustin, new community college

Brodiaea Business Center, City of Moreno Valley, 100,000 SF industrial

Harvill Industrial Center, Riverside County, 424,000 SF industrial

Simon Ranch Reservoir MND, City of Tustin, 1 million gallon reservoir

Village 605, City of Los Alamitos, 114,000 SF commercial

Encanto, City of Lake Forest, 52 homes

Artisan Alley, City of Lake Elsinore, 130 keys and 95,000 SF commercial

Meghan Macias, TE

Director of Technical Services

EDUCATION PROFILE

Master of Urban and Regional Planning
University of California, Irvine

Bachelor of Arts in Geography
California State University, Fullerton

PROFESSIONAL AFFILIATIONS

Treasurer, Orange County Association of Environmental Professionals

Institute of Transportation Engineers (ITE)
Member of San Diego Section SB7 43 Subcommittee

Orange County Traffic Engineering Council (OCTEC)

CERTIFICATION

California Traffic Engineer 2697

PROFILE

Meghan's primary responsibilities include preparation of technical analyses of land development projects, including comprehensive transportation impact analyses, traffic operations analyses, and parking studies. Meghan has worked on numerous and varied projects through California including land development, infrastructure, active transportation and Master/ Specific/ General Plans. Meghan has a proven track record of managing complicated and controversial projects to achieve defensible and implementable solutions to technical issues. Her expertise in traffic engineering and operations analysis methodologies is complemented by her knowledge of the California Environmental Quality Act (CEQA).

TRANSPORTATION PLANNING EXPERTISE

Meghan has over 20 years of experience in the transportation planning field and has worked on hundreds of projects throughout California. She has a deep understanding of the regulations and methodologies used by local and regional agencies including application of local traffic study guidelines, CMP, CEQA requirements, Mitigation Fee Act, SB7 43, and the implementation of VMT analyses. Meghan uses her experience to provide strategic transportation planning services to public- and private- sector clients. Her work is focused on providing implementable solutions that satisfy various stakeholders including developers, local agencies, and affected citizens.

REPRESENTATIVE PROJECTS

THE BOWERY City of Santa Ana, 1,150 DU and 80,000 sf retail/ restaurant

BLOOMINGTON BUSINESS PARK San Bernardino County, Approx 2 Million sf Industrial

PIONEER BOULEVARD BUSINESS PARK City of Santa Fe Springs, 163,518 sf Industrial

ALTA VISTA SPECIFIC PLAN AMENDMENT City of Placentia, 54 DU and 10,500 sf restaurant

SADDLEBACK STADIUM EIR ADDENDUM City of Mission Viejo, 8,000-seat stadium

VINTAGE LOFTS City of Tustin, 140 condos

LAVERNE ELEMENTARY PREP ACADEMY City of Hesperia, charter school

GEMINI SOLAR PROJECT Clark County, NV, 690-MW solar power plant

CITY OF REDLANDS VMT SCREENING THRESHOLDS

CHINO FRANCIS ESTATES City of Chino, 43 homes

HIGHWAY 46 LOGISTICS CENTER, Kern County, 2 million SF industrial

METROPOLITAN STATE HOSPITAL MODERNIZATION City of Norwalk, state hospital

Alex Garber

Sr. Technical Planner

REPRESENTATIVE PROJECTS

Rio Vista Specific Plan Traffic Impact Analysis, City of Jurupa Valley

Sunnymead Marijuana Dispensary CEQA Exemption, City of Moreno Valley

5770 Industrial Parkway AQ, Energy, GHG Report and Health Risk Assessment, City of San Bernardino

CSG Solar Projects Traffic Analysis and Air Quality and GHG Report, Kings County and Tulare County

Pacifica Alessandro Traffic Analysis and Air Quality, Energy, GHG Report, City of Moreno Valley

Santa Ana/Live Oak Warehouse Traffic Analysis and Air Quality, Energy, GHG Report, City of Fontana

Temecula Valley Charter School Traffic Impact Analysis, County of Riverside

The Bowery Traffic Impact Analysis, City of Santa Ana

Bloomington Business Park Specific Plan Traffic Impact Analysis and EIR, County of San Bernardino

Kia Dealership MND, City of Moreno Valley

Pavilion Plaza Traffic Impact Analysis, City of Garden Grove

Gemini Solar Due Diligence, Clark County Nevada

Worlds Gym Shared Parking Study, City of Costa Mesa

Virgo Solar Feasibility Due Diligence, Nye County Nevada

Cornerstone Bible Church Traffic Analysis, City of Glendora

Temecula Winery Air Quality, Energy, GHG Report, County of Riverside

PROFILE

Alex has over 5 years of experience in the areas of environmental and traffic planning and analysis, and three years of air quality, energy, and greenhouse gas analysis. Alex has worked on traffic projects ranging from focused access studies to large mixed-use projects analyzing over 50 intersections, roadway segment analyses, and parking analyses. Additionally, Alex has experience writing and completing air quality, energy, greenhouse gas, and health risk assessment analyses, spatial analyses using GIS software, as well as writing CEQA documents.

The types of projects Alex has worked on include residential, industrial, commercial, institutional, solar utility, and mixed use at a development level, and specific plans at a planning level. Alex has also showed valuable leadership at EPD Solutions by starting the air quality, energy, GHG, and HRA discipline, as well as developing the transportation skills of new hires.

EDUCATION PROFILE

Bachelor of Arts in Environmental Studies

University of California, Santa Cruz

Environmental Management Certification

University of California, Irvine

PROFESSIONAL AFFILIATIONS

Board Member: Association of Environmental Professionals
Orange County Traffic Engineering Council (OCTEC)
Golden Key Society

Abby Pal

Senior Transportation Planner

REPRESENTATIVE PROJECTS

Vineyard Specific Plan,
City of Murrieta

Verano Residential,
City of Cathedral City

Great Scott,
City of Lake Forest

Kirby Industrial,
City of Hemet

Simpson Industrial,
City of Hemet

Lux View Residential Peer Review,
City of Redlands

Mission Trail Residential,
City of Lake Elsinore

Lakeshore Drive Residential,
City of Lake Elsinore

Ramona and Webster Industrial,
City of Perris

Granite Bay Senior Assisted Living,
County of Placer

Wildomar Crossroads Mixed-Use,
City of Wildomar

Trumark Homes at La Puerta,
City of Claremont

Advanced Technology and Education Park (ATEP),
City of Tustin

Via Oro Industrial,
City of Long Beach

Discovery Residential,
City of Moreno Valley

5705 Industrial,
City of San Bernardino

Slover Alder Industrial,
County of San Bernardino

PROFILE

Abby is a transportation planner with over six years of experience preparing and reviewing analyses and planning documents related to transportation safety, vehicle miles traveled, and traffic impact assessments (TIA). Her broad range of experience includes collision analysis, transportation safety infrastructure, signing and striping plans, traffic estimation, and impact assessment for proposed developments, traffic calming, and transit-oriented development.

Abby works on a variety of projects including residential, industrial, commercial, institutional, solar utility, mixed-use development, and specific plans. With her experience in transportation design, Abby peer reviewes TIA reports, and. she routinely provides civil engineering teams with guidance on site circulation and traffic design to keep projects on schedule, avoiding major future design setbacks.

Guiding her team through the successful completion and timely delivery of projects, Abby maintains project schedules, oversees budgets, and coordinates with the city staff, subconsultants, and stakeholders. Her experiences includes expeditiously working with multinational companies and non-profit organizations in the fields of urban design, campus sustainability, and community outreach.

With her creative approach to problem solving and strategic thinking, Abby Pal continues to make valuable contributions to the field of planning and to the success of EPD and its clients.

EDUCATION PROFILE

Masters in Urban Design, Carnegie Mellon University, Pittsburgh

Bachelors of Arts in Architecture, Pune University, Pune

PROFESSIONAL AFFILIATIONS

Institute of Transportation, Engineers (ITE) Member

OCTEC, Member

Meaghan Truman

Environmental Planner

EDUCATION PROFILE

Bachelor of Arts,

Environmental Studies

Loyola Marymount University

PROFESSIONAL AFFILIATIONS

Board of Directors,

Orange County Association of Environmental Professionals

PROFILE

Meaghan has experience in the areas of environmental planning, entitlements, and policy planning. As a young professional, she has had the opportunity to work on a wide variety of projects with a range of environmental documents, including Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Exemptions, and Addendums. Meaghan brings a unique perspective and skill set to the EPD team with previous experience working in the City of Manhattan Beach Community Development Department. Meaghan has provided her technical expertise on a wide variety of development and utility projects for both public and private sector clients. Her educational background is in environmental policy, urban planning, and environmental law.

REPRESENTATIVE PROJECTS

Seaton & Cajalco IS/MND, County of Riverside

Bloomington Business Park Specific Plan, County of Riverside

Transit Villages Specific Plan Environmental Impact Report, City of Redlands

Well 28 IS/MND, City of Orange

Parkridge Avenue Business Park Class 32 Exemption, City of Norco

Covina Bowl Specific Plan Environmental Impact Report, City of Covina

State Street Village Sustainable Communities Environmental Assessment, City of Redlands

VitaPakt 707 N. Barranca Avenue CEQA Exemption, City of Covina

The Grand Sustainable Communities Environmental Assessment, City of Redlands

Addendum to the Red Hill Specific Plan for the Red Hill Mixed-Use Project, City of Tustin

5770 Industrial Parkway IS/MND, City of San Bernardino

PreZero Supplemental MND, City of Jurupa Valley

2700 California Street Project Class 1 Exemption, City of Torrance

Danielle Thayer

Environmental Planner

EDUCATION PROFILE

Masters of Science, Natural Resources & Environmental Sciences
University of Illinois, Champaign

Bachelors of Arts, Urban & Regional Planning
University of Illinois, Champaign

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFILE

Danielle has over 6 years of experience practicing environmental planning and policy analysis. Professional experience includes preparation of environmental assessment documents and technical studies, in compliance with CEQA and NEPA. Ms. Thayer has provided her technical expertise on a wide variety of transportation, utility, and development projects for both public and private sector clients. Her educational background is in urban planning, stormwater management, and environmental law and economics.

REPRESENTATIVE PROJECTS

6th Cycle Housing Element, City of Norco

Wood & Lurin Initial Study/MND, County of Riverside

Sanderson Ranch Initial Study/MND, City of San Jacinto

Rancho De Alamo Initial Study/MND, City of San Jacinto

Valley & Whitney Initial Study/MND, City of Moreno Valley

Bradbury Road Widening Initial Study/MND, City of Bradbury

5770 Industrial Parkway Initial Study/MND, County of San Bernardino

6th Cycle Housing Element Initial Study/MND, City of Norco

9930 Pioneer Blvd Addendum, City of Santa Fe Springs

Brady Connolly

Assistant Environmental Planner

EDUCATION PROFILE

Bachelor of Arts, Environmental Studies
UC Santa Barbara

Minor, Philosophy
UC Santa Barbara

PROFESSIONAL AFFILIATIONS

LEED Green Associate
U.S. Green Building Council

PROFILE

Brady Connolly is an enthusiastic and dedicated Assistant Environmental Planner and LEED Green Associate who brings a wealth of skills and experiences to his role. With over a year of experience in coordinating environmental projects at EPD, he has demonstrated a strong commitment to quality and precision. Brady has successfully coordinated and overseen a variety of environmental projects, demonstrating a strong understanding of urban planning, sustainable energy, and housing initiatives. With valuable organizational skills, attention to detail, and a collaborative spirit, Brady strives to create innovative solutions that balance environmental considerations with practical project goals.

Brady began his career as a Project Scientist where he honed his skills in developing digital elevation models and profiles for sediment transport tracking and included valuable experiences in land surveys, machine learning, and collaboration within dynamic, multidisciplinary teams. He has held roles as a Remote Research Intern and Jr. Environment Restoration Planner at Cheadle Center for Biodiversity and Ecological Restoration. Brady has accumulated a diverse skill set encompassing data analysis, native plant identification, ecological monitoring, and property maintenance. This unique blend of skills positions Brady Connolly as a versatile and impactful professional in the environmental sector.

REPRESENTATIVE PROJECTS

Forrest Home Christian Conference Center, Addendum, County of San Bernardino

205th Street Warehouse, IS/MND, City of Torrance

Hidden Canyon Parking Lot, Addendum, County of Riverside

Simpson Road Warehouse Project, EIR, City of Hemet

One Stop Landscape, Class 1 Exemption, City of Redlands

Related Bristol Specific Plan, EIR, City of Santa Ana

Jazmin Rodriguez

Assistant Environmental Planner

EDUCATION PROFILE

Masters of Science Environmental Studies
California State University, Fullerton

Sustainability Certification
University of California, Los Angeles, Extension

Bachelor of Arts, English cum laude
University of California, Riverside

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFILE

Jazmin is a proficient Project Coordinator within the environmental planning team, with expertise in the realms of environmental compliance documentation, project management, and research. Her professional tenure at EPD underscores her proficiency in the preparation of Initial Studies, 15183 Streamlining Documents, Mitigated Negative Declarations, and Environmental Impact Reports, all meticulously crafted in strict adherence to CEQA regulations.

Jazmin's extensive professional background spans over seven years in the residential solar sector. She also played a pivotal role in facilitating the execution of Phase I Environmental Site Assessments at a prominent Phase I company and contributed significantly as an intern with the Environmental Protection Agency's Office of Resource Conservation and Recovery, conducting comprehensive research to advance the agency's objectives.

REPRESENTATIVE PROJECTS

5705 Industrial Parkway, Initial Study/Mitigated Negative Declaration,
City of San Bernardino

Wood and Lurin Planned Residential Development, Environmental Impact Report,
City of Riverside

KISS Logistics Center, Environmental Impact Report,
City of Hesperia

Poplar Avenue Distribution Center, Environmental Impact Report,
City of Fontana

Mesa Linda Logistics Center, Environmental Impact Report,
City of Hesperia

Oakmont Mountain Gate Assisted Living, Initial Study/Mitigated Negative Declaration,
City of Corona

Chase Road Residential, 15183 Streamlining Checklist,
City of Fontana

Megan Rupard

Assistant Environmental Planner

EDUCATION PROFILE

Bachelor of Science,
City & Regional Planning
California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFILE

Megan is an assistant environmental planner that has experience working on environmental compliance documents, project management, and urban policy planning. Her professional experience includes preparation of Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Exemptions, and Addendums in compliance with CEQA as well as Environmental Assessments in compliance with NEPA. Ms. Rupard has provided her technical expertise on a wide variety of residential, industrial, and solar development projects for both public and private sector clients.

REPRESENTATIVE PROJECTS

Kings CSG Solar, Initial Study/Mitigated Negative Declaration, Kings County

Harvill Avenue and Cajalco Road Warehouse, Initial Study/Mitigated Negative Declaration, County of Riverside

9th and Tippecanoe Warehouse, Initial Study/Mitigated Negative Declaration, City of San Bernardino

17802 Irvine Boulevard, Initial Study/Mitigated Negative Declaration, City of Tustin

Gierson Ranch, 15183 Exemption, City of Murrieta

Ceres Avenue and Merrill Avenue Industrial Project, 15183 Exemption, City of Fontana

2727 East Imperial Highway Warehouse, Addendum, City of Brea

The Heights at Southridge, Addendum, City of Fontana

627 Bon View Warehouse, Addendum, Ontario

KISS Logistics Center, Environmental Impact Report, City of Hesperia

Poplar Avenue Distribution Center, Environmental Impact Report, City of Fontana

Sam Kelley

Assistant Environmental Planner

EDUCATION PROFILE

Bachelor of Science, Environmental Management and Protection
California Polytechnic State University, San Luis Obispo

Bachelor of Science, Forestry and Natural Resources
California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFILE

Sam has experience in environmental planning and policy analysis. His professional journey has been marked by a focus on the preparation of comprehensive environmental assessment documents, consistently adhering to the stringent requirements of the California Environmental Quality Act (CEQA). Sam's expertise encompasses the meticulous crafting of Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports (EIRs), and Exemptions, all in alignment with the regulatory framework of CEQA.

Throughout his career, Mr. Kelley has been a contributor in numerous industrial and residential development projects, offering his technical proficiency to a diverse clientele spanning both the public and private sectors. Sam's educational background reflects his commitment to a comprehensive understanding of the field, with a foundation in Environmental Management, Environmental Policy Analysis/ Compliance, and Forestry.

REPRESENTATIVE PROJECTS

Chase Road 15183 Streamlining Checklist, City of Fontana

Mesa Linda Street Development EIR, City of Hesperia

Poplar South Distribution Center EIR, City of Fontana

Ethanac and Barnett Development MND, City of Menifee

1600 E Francis Redevelopment Addendum, City of Ontario

Hardt and Brier Business Park MND, City of San Bernardino

KISS Logistics Center EIR, City of Hesperia

Tatiana Torres

Associate Environmental Planner

EDUCATION PROFILE

Bachelor of Arts in Environmental Science and Policy

California State University, Long Beach

Master of Liberal Arts, Sustainability *(in progress)*

Harvard Extention School

PROFESSIONAL AFFILIATIONS

Inland Empire Environmental Leadership Academy,

California State University San Marcos

PROFILE

Tatiana is an environmental planner with experience in the areas of environmental compliance documents and project management. Her professional experience includes preparation of a variety of both California and Federal environmental documents and technical studies including Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Exemptions and Addendums, and Environmental Assessments, Findings of No Significant Impact, and categorical exclusions. Tatiana brings a unique perspective and skill set to the EPD team with previous experience working in Caltrans. Tatiana has provided her technical expertise on a variety of transportation, development, and rehabilitation projects. Her educational background is in environmental science and policy.

REPRESENTATIVE PROJECTS

Coachella I-10 Pavement Rehabilitation Project Initial Study/MND and Environmental Assessment/FONSI, Caltrans

Blythe I-10 Pavement Rehabilitation Project Initial Study/MND and Environmental Assessment/FONSI, Caltrans

Perris Valley Pipeline, Exemption and Encroachment Permit, Caltrans

I-215/Keller Road Interchange Project Community Impacts Assessment and Growth Study, Caltrans

Tiffany Dang

Assistant Environmental Planner

EDUCATION PROFILE

B.S. in Environmental Earth and Soil Sciences

California Polytechnic State University, San Luis Obispo, CA

PROFILE

Tiffany is a dedicated professional with a diverse background in environmental research and project coordination and has played a crucial role in the execution of environmental due diligence for commercial real estate projects. Her responsibilities included meticulously verifying proposals, acting as a liaison between project stakeholders, and ensuring seamless data and report submissions.

Tiffany has contributed as a GIS Researcher and demonstrated her expertise in identifying potential blockages in gas pipelines, creating detailed GIS maps for field inspections, and meticulously cross-referencing engineering plans to validate the accuracy of the SAP database. Tiffany's keen attention to detail and proficiency in GIS technologies have been instrumental in enhancing the efficiency of the field inspection process. With a background in environmental research, including roles as a Research Assistant at Cal Poly San Luis Obispo and an Intern at Sound Agriculture, Tiffany has honed her skills in soil analysis, data extraction, and mapping, further enriching her capabilities in the environmental sector. Tiffany's passion for environmental science, coupled with her technical expertise, make her a valuable team member focused on sustainable solutions and project management.

REPRESENTATIVE PROJECTS

Collins Logistics Center, IS/MND, City of Orange

Arrow Point Industrial Project, 15183 Exemption, County of San Bernardino

Perris DC 11 Project, Environmental Impact Report, City of Perris

John S. Gibson Truck & Chassis Parking Lot Project, Environmental Impact Report, Port of Los Angeles

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

Attachment D: Professional Services Agreement for Sagecrest Planning+Environmental

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
SAGECREST PLANNING AND ENVIRONMENTAL

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Sagecrest Planning and Environmental, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	Sagecrest Planning and Environmental 27128 Paseo Espada, Suite 1524 San Juan Capistrano, CA 92675 Attention: Amy Vazquez

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Name: Amy Vazquez
	Title: President
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

EXHIBIT B

CONSULTANT'S PROPOSAL

SAGECREST
PLANNING + ENVIRONMENTAL

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

CITY OF SANTA FE SPRINGS

PREPARED BY
Amy Vazquez, President
avazquez@sagecrestplanning.com

949.996.SAGE (7243)
www.sagecrestplanning.com
27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675

SAGECREST
PLANNING + ENVIRONMENTAL

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SAGECREST
PLANNING + ENVIRONMENTAL

April 15, 2024

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90680

SUBJECT: STATEMENT OF QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES

Sagecrest Planning + Environmental (Sagecrest) is pleased to submit this statement of qualifications to the City of Santa Fe Springs (City) for On-Call Professional Environmental Consulting Services. The team at Sagecrest provides professional planning and environmental review services to jurisdictions throughout California.

Sagecrest is a local Southern California-based firm with corporate offices in San Juan Capistrano. Sagecrest specializes in the preparation of environmental documents for private development and public agency projects in compliance with the California Environmental Quality Act (CEQA). The Sagecrest environmental planning team, together with our subconsultant technical experts, perform professional consulting services for the analysis of discretionary projects for private development and public agency-initiated capital improvement projects, plans, and programs. The Sagecrest team has prepared and peer reviewed numerous CEQA documents on behalf of our Lead Agency clients.

Sagecrest is an S-Corporation, in the state of California, solely owned by Amy Vazquez. Sagecrest would manage projects from our San Juan Capistrano office located at:

27128 Paseo Espada, Suite 1524
San Juan Capistrano, California 92675
949.996.SAGE (7243)

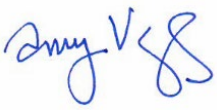
As outlined in this proposal, Sagecrest will perform the services and adhere to the requirements described in the RFQ. The consultant fees and hourly rates contained herein shall be valid for a period of at least one (1) year from the date of closing of the RFQ issued by the City. I, Amy Vazquez, President, am authorized to bind Sagecrest in a contract under the terms and conditions prescribed by this proposal. Furthermore, I

SAGECREST
PLANNING + ENVIRONMENTAL

hereby certify that Sagecrest complies with all nondiscrimination requirements of the State and Federal Government.

Sagecrest looks forward to your favorable review of our team's qualifications and scope of work. If you require additional information or would like to further discuss our qualifications, please contact me directly by phone or email at 714.914.5605 or avazquez@sagecrestplanning.com.

Respectfully,



Amy Vazquez, President

BACKGROUND AND EXPERIENCE

Founded in 2017, the Sagecrest management team has over 80 years of combined experience in a broad range of land use planning, development activities, and California Environmental Quality Act (CEQA) compliance. The Sagecrest team is comprised of a diverse group of planners and other professionals with expertise in urban planning and design, environmental planning, public policy, and project management. Our team is recognized for our collaborative and insightful approach that results in high quality work and proven results.

Sagecrest has served local public agencies on development projects in communities across Southern California in Los Angeles, Orange, San Diego, Riverside, and San Bernardino Counties. The Environmental Services Team also has extensive experience working as municipal agency staff, which gives us insight into the interdisciplinary coordination required to deliver environmental review that other consulting firms may not have. Sagecrest is uniquely positioned to integrate management of the environmental review process with the Applicant, their architect, civil engineer, technical consultants, and City staff. Sagecrest has a strong working relationship with professionals from a wide range of technical disciplines that comprise our subconsultant team.

Sagecrest's environmental documents have not been subject to legal challenges.

SERVICES PROVIDED

Sagecrest is qualified to prepare CEQA documents, including initial studies, exemptions, negative declarations, mitigated negative declarations, environmental impact reports, associated technical studies (i.e. air quality, biology, cultural resources, noise), and all related notices and filings. Our subconsultant team offers industry experts in their respective fields to prepare and peer review technical studies: Ganddini Group (Air Quality & Greenhouse Gas Impacts, Health Risk Assessments, Energy, Noise Impact Analysis, and Traffic Impact Analysis), South Environmental (Cultural and Biological Resources), and Partner Engineering (Phase I/II Environmental Site Assessments). Sagecrest provides the following environmental consulting services for our clients:

- Management of Environmental Review as an extension of Lead Agency Staff
- Environmental Impact Reports (EIR)
- Initial Studies/ Mitigated Negative Declarations (IS/MND)
- Addenda to EIRs and IS/MNDs
- Checklists to support the use of a previously certified EIR or previously approved IS/MND
- Checklists to Support Categorical Exemptions, Class 32 Infill Exemptions, or any Streamlining Exemptions pursuant to 15182-15183.3 of the CEQA Guidelines
- Technical Studies in support of EIRs, IS/MNDs, and Exemptions
- Health Risk Assessments and Noise Analysis of the surrounding environment's impact on a proposed project, not otherwise required by CEQA
- Mitigation Monitoring and Reporting Programs

- Public Notices
- Peer Reviews of Environmental Documents from outside agencies and technical studies from applicants
- Provision of expert technical testimony before decision making bodies

In providing services to the City, Sagecrest would assist City staff in managing the environmental processing for development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

The foundational component of successful project management of CEQA documents is a comprehensive scope of work that includes all tasks, roles, and deliverables. For each development project Sagecrest manages, a scope of work would be prepared that includes all tasks, subtasks, and deliverables, which would be paired with a project schedule that would demonstrate interdependent tasks and timelines. Sagecrest keeps an open line of communication between the City, the Applicant, and all technical subconsultants. We proactively manage the interaction with all parties involved so that everyone has the information they need to perform their work. Sagecrest also strives to reduce redundancy and revisions by establishing a stable project description prior to each technical discipline launching their respective studies.

FIRM AND TEAM EXPERIENCE

Lindsay Ortega, AICP, Vice President, would serve as the supervising Project Manager for the City of Santa Fe Springs. Lindsay would review and approve all work products prior to submittal to the City. She would also oversee the subconsultant team through regular communication to ensure deadlines and deliverables are met. Requested on-call CEQA services may include, but are not limited to the following:

- Assist the City in implementing and complying with the provisions of NEPA, CEQA and the local guidelines.
- Analyze, critique and comment on preliminary plan proposals, development applications, proposed land use policies, ordinances, general plan amendments, programs, studies, technical drawings and schematics.
- Prepare accurate, clear, concise, and legally defensible environmental documents in accordance with CEQA, such as initial studies, mitigated/negative declarations, environmental impact reports, addenda to prior environmental documents, subsequent/supplemental EIRs, responses to comments/Final EIRs, mitigation measures, mitigation monitoring and reporting programs, notices and exemptions.
- Complete all tasks associated with preparation of environmental documents including preparation, circulation, and filing/recordation of documents and notices in accordance with CEQA and within specified timelines.
- Meet and/or communicate with the City's staff and the applicant regarding environmental review procedures and environmental issues related to the project.

- Conduct Site inspections for compliance with CEQA.
- Peer review studies or CEQA documents prepared by others.
- Provide advice and technical assistance pertaining to compliance with State and Federal Regulations.

As part of preparing CEQA and NEPA documents, Sagecrest works with a variety of consulting firms that prepare required environmental technical studies (e.g. biological resources, air quality, greenhouse gas, transportation/traffic analysis, cultural and historic resources). Sagecrest would include the subconsultant firm(s) that would prepare the environmental technical studies with each specific proposal for environmental documents.

STAFFING

Resumes for key personnel are included as Appendix A.

AMY VAZQUEZ, PRESIDENT

Amy has been a professional planner since 1999 and is the Owner and President of Sagecrest Planning + Environmental. She is a practiced planner who has experience successfully managing large and controversial planning projects for the Cities of Anaheim and San Clemente. Amy has a Bachelor of Arts degree in Environmental Analysis and Design with a minor in Urban and Regional Planning from the University of California, Irvine. Amy would serve as the responsible representative for all contract matters and negotiations through project completion.

LINDSAY ORTEGA, AICP, VICE PRESIDENT

Lindsay is a certified planner and has worked in the areas of planning, development, marketing, and community outreach since 2006. Lindsay has extensive project management experience and leads a team of experienced project planners responsible for managing and processing a variety of advanced planning projects, environmental documents, and project entitlements. She has a degree in Political Science and Public Affairs from the University of California, Los Angeles and a Master of Urban and Regional Planning from the University of California, Irvine.

DAVID BLUMENTHAL, AICP, PRINCIPAL

David has worked as a professional planner since 1998, with experience in cities throughout Orange and Los Angeles counties. He has managed complex projects including Specific Plans, Comprehensive Zoning Code updates, General Plan updates, and ordinance preparation required to comply with State law changes. He is skilled at code analysis and the preparation draft code for a variety of agency needs. David has a Bachelor of Arts degree in Environmental Analysis and Design from the University of California, Irvine.

KELLY RIBUFFO, SENIOR PROJECT MANAGER

Kelly has worked in the areas of current planning and historic preservation since 2011. As a public sector planner in Florida and California, she has extensive experience processing a variety of complex entitlement and environmental projects. Kelly also specializes in historic preservation design review for 19th and 20th century historic resources. She has a Master of Science in Historic Preservation from the University of Oregon. She also meets the Secretary of Interior's Professional Qualification Standards in the disciplines of History and Architectural History.

SIMIN ZAKAVAND, AICP, PROJECT MANAGER

Simin has worked in the areas of planning, development, and engineering since 2015. Simin has strong graphic and software skills including AutoCAD, SketchUp, and InDesign that makes her an asset when coordinating with other technical disciplines on a project team. Simin is adept at analyzing complex technical studies and is a strong environmental writer. Simin's technical skills support the Sagecrest Advanced Planning and Environmental teams. Simin would provide research, review, and editing support to the Consultant Team. She has a Bachelor of Urban Development Engineering from Imam Khomeini International University and a Master of Urban and Regional Planning from the University of California, Irvine.

SUBCONSULTANTS

South Environmental, LLC

South Environmental LLC is a certified Disadvantaged Business Enterprise (DBE), Woman-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE) specializing in natural and cultural resources consulting in Southern California. We provide architectural history, archaeology, biology, arboricultural, and paleontological resources consulting services. Our in-house team of specialists provides the full suite of cultural, paleontological, and natural resources compliance services. We help our clients navigate federal, state, and local regulatory and permitting processes, from small-scale private development projects to large-scale infrastructure and energy projects. We provide technical studies and compliance documentation to satisfy the regulatory requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and work closely with federal and state permitting agencies such as the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the State Regional Water Quality Control Board (RWQCB).

South Environmental uses the latest technologies and best science available to further the conservation and preservation of natural, cultural, and paleontological resources in California while helping our clients obtain their project goals and objectives. Our firm assists with the planning and implementation of projects dedicated to the preservation and conservation of California's natural areas and rare species. We offer the following major service categories:

Cultural Resources Services including architectural history and historic built environment resource significance evaluations, historic preservation, stakeholder engagement, historic context statements, intensive-level archaeological surveys and technical reports, and tribal cultural resources services.

Natural Resources Services include preparation of biological resource assessments and impacts analyses, wetland delineations, special-status species surveys, and conservation planning. We also offer arborist services including tree inventories, surveys, risk assessments, and tree permitting services.

Paleontological Resources Services include paleontological resource assessments, surveys, and construction monitoring, as well as fossil salvage, identification, preparation, and curation.

GIS and Data Science Services include database construction and management, mobile data collection, mapping, web applications, and spatial data creation and analysis.

South Environmental's team of qualified cultural and biological resources specialists bring extensive experience working in cities throughout southern California providing cultural and biological resources technical reports for projects subject to CEQA.

Ganddini Group, Inc.

Ganddini Group, Inc. is a technical consulting services firm dedicated to helping our clients succeed through a context-sensitive and cost-effective approach to every project. Our team consists of licensed engineers and highly qualified environmental specialists offering expertise in traffic engineering/transportation planning, acoustical engineering and vibration, and air quality/greenhouse gas and energy sciences, with an emphasis in the preparation of technical studies for California Environmental Quality Act (CEQA) documentation and local development review.

Ganddini Group has serviced over 600 projects since its founding in 2018. Ganddini Group has provided technical services in support of environmental review (either as prime or sub-consultant) for the Cities of Newport Beach, Menifee, Loma Linda, San Juan Capistrano, Downey, Artesia, and Commerce and was recently selected as a sub-consultant for the City of Irvine On-Call Program. Proudly serving California with headquarters in the City of Santa Ana, we strive to continue building on trusted working relationships by applying our professional expertise with integrity and with every effort to make a positive contribution to the projects and communities in which we are involved.

Ganddini Group has the requisite expertise, technical capabilities, and licensing to provide the requested services in a professional and timely manner. Our senior personnel have over 100 years of combined experience supporting a range of projects at various stages of development, from early planning/due diligence through entitlements to operational review.

Our transportation team consists of licensed engineers and experienced transportation planners highly knowledgeable of industry standards such as the Highway Capacity Manual, Caltrans Highway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, California Manual on Uniform Traffic Control Devices (CA MUTCD), ITE Trip Generation and Parking Generation Manuals, and the Urban Land Institute (ULI) Shared Parking method. Our technical knowledge is supplemented with the latest software applications for traffic and parking analysis, such as Vistro, Synchro/SimTraffic, Highway Capacity Software, and the ULI Shared Parking Model.

Our noise and air quality team consists of highly educated environmental analysts with a successful history of preparing a comprehensive range of technical analyses, including acoustical modeling, regulatory review and impact assessment, emissions inventories, greenhouse gas/climate change analysis, air dispersion modeling, and energy consumption. Our staff is proficient in state-of-the-art software programs for noise, air quality, and related analyses, including Sound32, TNM, SoundPLAN, RCNM, FHWA Traffic Noise Prediction Model, CalEEMod, AERMOD, EMFAC, and CALINE.

Partner Engineering

Partner Engineering and Science, Inc. is truly an expert in the field of environmental consulting, with extensive experience providing the full scope of environmental consulting services to developers, investors, and lenders nationwide. Throughout the life of a property, environmental issues can arise that require the help of an experienced environmental consultant, from evaluating environmental liability during a property transaction to the remediation and redevelopment of a brownfield site. Partner has the expertise needed to understand, prevent, monitor, and remediate any environmental concerns affecting real estate interests and operations. Our large staff of qualified environmental professionals includes licensed civil and environmental engineers; LEED professionals; Professional Geologists (PG); soil scientists; hydrogeologists; energy specialists; industrial hygienists; and toxicologists. Partner's professional staff possesses the regulatory knowledge, technical skills, and project management expertise required to identify and minimize environmental risks during real estate transactions and property ownership/operations, and to help our clients select effective solutions to any environmental issues they face.

Phase I Environmental Site Assessments (Phase I ESA) are an integral tool for managing risk during commercial real estate transactions. As the market-leading expert in Phase I ESAs, Partner fully understands how Phase I Environmental Site Assessment Reports are used by the commercial and multi-family real estate industry. With a global footprint, Partner provides Phase I ESA reports throughout the United States, Canada, Mexico, and Europe for U.S.-based commercial real estate lenders, and those based outside of the U.S. Partner's environmental reports are trusted and accepted by the most scrutinizing parties including lenders, investors, corporations, attorneys, and other stakeholders. We provide a full suite of solutions because we know that our job isn't over when we find a problem – it's when we solve it.

Partner Engineering and Science, Inc. provides Phase II ESAs to test soil, soil gas, and/or groundwater for possible contamination. The purpose of a Phase II Environmental Report is to determine the presence, or absence of, petroleum products or hazardous waste in the subsurface of the site. Our staff of geologists and engineers possess expertise in Phase II Environmental project design. Our Phase II Environmental projects can be done according to the ASTM E1903-11 Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process standard or to meet a client's specific needs.

PROJECT CONTROLS

The Sagecrest team utilizes a project management application called Asana for task management, deadline tracking, and internal team collaboration. Time is tracked using TSheets software, which synchronizes with Sagecrest invoicing software for seamless project invoicing.

Sagecrest manages documents through a series of folders that correspond to task deliverables for technical studies, Screencheck, Proofcheck, Print Check, and Public

Review versions, as well as all required notices. Sagecrest shares draft documents with the City through a dedicated Dropbox link and tracks changes in Microsoft Word. The Environmental Services team meets twice weekly to track progress on work products and resolve potential issues as they arise.

The Project Manager manages the subconsultant team through regular communication to ensure deadlines and deliverables are met. All work product from the subconsultants is reviewed by the Project Manager or technical editor prior to City submittal.

QUALIFICATIONS AND REFERENCES

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in this request for qualifications. The following is a list of relevant projects completed within the last 5 years.

Lead Agency: Orange County Water District
Contact: Shawn Nevill, Principal Planner
Address: 18700 Ward Street, Fountain Valley, CA 92708
Phone: 714-378-3256
Email: snevill@ocwd.com
Projects: Ball Road Basin General Plan Amendment and Zone Change EIR (2012-2019), Santiago Basin Saddle Repair Project IS/MND (2018-2019), Smith Basin IS/MND (2019-2020)

Lead Agency: City of Lake Elsinore
Contact: Damaris Abraham, Senior Planner
Address: 130 S Main Street, Lake Elsinore, CA 92530
Phone: 951-674-3124 x 913
Email: dabraham@lake-elsinore.org
Projects: Kassab Travel Center IS/MND (2017-2020), Lake Street Storage Facility IS/MND (2019-2020)

Lead Agency: County of San Bernardino
Contact: Steven Valdez, Senior Planner
Address: 385 N. Arrowhead Ave, San Bernardino, CA, 92415
Phone: 909-387-4421
Email: Steven.Valdez@lus.sbcounty.gov
Project: Alder Industrial Project IS/MND (April – December 2019)

Lead Agency: City of Santa Ana
Contact: Ali Pezeshkpour, AICP
Address: 20 Civic Center Plaza, M-20, Santa Ana, A 92701
Phone: 714-667-5882
Email: apezeshkpour@santa-ana.org

Project: N Euclid Street Fueling Station and Convenience Store Project (June 2019-April 2020)

Lead Agency: City of Riverside
Contact: Brian Norton, Senior Planner
Address: 3900 Main Street, 3rd Floor, Riverside, CA 92503
Phone: 951-826-2308
Email: bnorton@riversideca.gov
Project: Magnolia Flats Appendix N Streamlining Checklist, Marriott AC/Residence Inn Hotel (October 2019-November 2021)

Lead Agency: City of Perris
Contact: Patricia Brenes, Planning Manager
Address: 135 N. D Street, Perris, CA 92570
Phone: 951-943-5003
Email: pbrenes@cityofperris.org
Project: City of Perris General Plan Housing Element Implementation Mitigated Negative Declaration (August 2023 - Current)

Lead Agency: City of Westminster
Contact: Steve Ratkay, AICP, Planning Manager
Address: 8200 Westminster Blvd, Westminster, CA 92683
Phone: 714-898-3311
Email: sratkay@westminster-ca.gov
Project: 13930 Monroe Street General Plan and Zone Map Amendments Environmental Impact Report (August 2023 - Current)

The following is a partial list of on-call environmental contracts Sagecrest currently maintains in other jurisdictions in Southern California.

Current On-Call Environmental Services Contracts

TERM	LEAD AGENCY	CONTACT	PROJECT DESCRIPTION
November 2017 - Current	City of Santa Ana	Ali Pezeshkpour, AICP Planning Manager (714) 667-5882 apezeshkpour@santa-ana.org	On-call environmental services
November 2016 - Current	City of San Clemente	Jonathan Lightfoot, Economic Development Officer (949) 361-8254 Lightfootj@san-clemente.org	On-call environmental services
June 2017 - Current	Orange County Water District	Shawn Nevill, Principal Planner (714) 378-3256 snevill@ocwd.com	On-call environmental services

TERM	LEAD AGENCY	CONTACT	PROJECT DESCRIPTION
August 2019 - Current	City of Riverside	Matthew Taylor, Principal Planner (951) 826-5944 mtaylor@riversideca.gov	On-call environmental services
January 2019 – Current	City of Huntington Beach	Jennifer Villasenor, Deputy Director (714) 374-1661 jvillasenor@surfcity-hb.org	On-call environmental services
March 2018 - Current	City of Lake Elsinore	Damaris Abraham, Planning Manager (951) 674-3124 x 913 dabraham@lake-elsinore.org	On-call environmental services
May 2021 – Current	City of Orange	Anna Pehoushek, AICP, Assistant Community Development Director (714) 744-7228 apehoushek@cityoforange.org	On-call environmental services

FEE SCHEDULE

Sagecrest acknowledges that no specific project is included in this scope of work. Actual project costs will be dependent on the scope of the project. Sagecrest, South Environmental, Ganddini Group, and Partner Engineering will perform consulting services based on the following breakdown of classification of hourly rates for key personnel, including subcontractors, as identified below:

Sagecrest Planning + Environmental

POSITION	HOURLY RATE
President	$250.00
Vice President	$220.00
Principal	$210.00
Senior Project Manager	$200.00
Project Manager	$180.00
Senior Environmental Planner	$170.00
Associate Environmental Planner	$150.00
Assistant Environmental Planner	$130.00
Administrative Support-Technical Editor	$90.00

South Environmental

POSITION	HOURLY RATE
Principal Biologist	$200.00
Senior Biologist	$180.00

Biologist	$160.00
Biological Field Technician	$110.00
Principal Architectural Historian/Archaeologist/Paleontologist	$200.00
Senior Architectural Historian/Archaeologist/Paleontologist	$170.00
Architectural Historian/Archaeologist/Paleontologist 2	$150.00
Architectural Historian/Archaeologist/Paleontologist 1	$135.00
Archaeological/Paleontological Field Technician	$110.00
GIS Specialist	$160.00

Ganddini Group

POSITION	HOURLY RATE
Principal	$200.00
Director/Vice President	$185.00
Senior Engineer/Planner	$165.00
Engineer/Planner	$130.00
Junior Engineer/Planner	$95.00
Senior Technician	$90.00
Technician	$60.00
Administrative Assistant	$60.00

Partner Engineering

POSITION	HOURLY RATE
Phase 1 Environmental Site Assessment	Depends on Project
Phase 2 Environmental Site Assessment	Depends on Project
Phase 1 Environmental Site Assessment Peer Review	$750.00
Phase 2 Environmental Site Assessment Peer Review	$1,250.00

Reimbursable Expenses: Expenses incurred will be billed at actual costs plus an hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies such as flash drives, and application filing fees. Approval for necessary expenditures shall be requested in advance from the City's designated Contract Officer.

APPENDIX A

RESUMES

SAGECREST
PLANNING + ENVIRONMENTAL

Amy Vazquez

President

CERTIFICATIONS + SKILLS

- American Planning Associate (APA) Member
- Section Director of Orange Section APA
- 2018 Emerging Planning and Design Firm
- 2019 Award of Excellence for Grassroots Initiative
- Adobe Acrobat
- Communication
- Microsoft Office
- Public Speaking

EDUCATION

B.A. Environmental Analysis and Design | Minor, Urban and Regional Planning
University of California, Irvine

EXPERIENCE

Sagecrest Planning + Environmental

President | February 2017 – Present

- Manages a team of approximately 30 professionals including professional planners, code enforcement officers, building and safety personnel, contractors and other staff who provide services to client cities throughout Southern California.
- Preparation and oversight of multiple professional planning contracts throughout Southern California.
- Business development, diversification, client relations and staff recruitment, retention and discipline.
- Maintains successful relationships with current clients and employees/contractors.

City of San Clemente

Principal Planner | March 2017 – June 2018

- Primarily conducted high level current and advance planning projects through project management implementing the goals, objectives, policies and priorities of the City.
- Contract planner responsible for the Marblehead Coastal Specific plan.
- Managed the entitlements for the Outlets at San Clemente and the construction activities of the Sea Summit residential development.

City of Anaheim

Contract Planner | May 2014 – March 2017

- Responsible for project management of expedited entitlements and complex development applications.
- Reviewed and processed general plan amendments, re-classifications, subdivisions, annexations, conditional use permits and variances.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments and elected officials.
- Presented reports and other findings to staff, Planning Commission, and City Council.

Lilley Planning Group

Principal | January 2015 – April 2017

- Managed a team of over a dozen planners assigned throughout Southern California.
- Principal in charge of marketing and networking, client relations and staff retention.

EXPERIENCE CONTINUED

City of Anaheim

Associate Planner | June 2001 – November 2006

- Reviewed and processed complex general plan amendments, zoning code amendments, reclassifications, subdivisions, conditional use permits and variances.
- Processed entitlement requests and development agreements for mixed-use projects within the Platinum Triangle that included various planning studies and development applications.
- Prepared and reviewed proposal requests for consultant contracts for environmental studies and managed the entire CEQA review process.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments, applicants and consultants.
- Prepared and presented staff reports that included project analysis, project findings, and project recommendations for the City Council and Planning Commission
- Practiced excellent customer service at the public zoning counter.
- Supervised and mentored several Planning Aides, Assistant Planners and Planning Interns.

City of Huntington Beach

Planning Technician | June 1998 – June 2001

- Provided customer service to residents, business owners and developers at the public counter with new development projects residential, commercial and industrial alterations.
- Analyzed, evaluated, and performed technical review of site and architectural plans to verify conformance with appropriate zoning and building regulations.
- Conducted records requests for residents, business owner and developers.

SAGECREST
PLANNING + ENVIRONMENTAL

Lindsay Ortega, AICP

Vice President

CERTIFICATIONS + SKILLS

- American Institute of Certified Planners (AICP)
- Adobe Acrobat
- Adobe Photoshop
- Bluebeam
- Microsoft Office
- Geographic Information Systems (GIS)

EDUCATION

Master of Urban and Regional Planning
University of California, Irvine

B.A. Political Science, Minor Public Affairs
University of California, Los Angeles

EXPERIENCE

Sagecrest Planning + Environmental
Vice President | 2017 – Present

- Manages team of land use and environmental planners.
- Provides technical assistance to contract staff placed in jurisdictions.
- Responsible for marketing and outreach to existing and prospective clients.
- Responds to RFPs and prepares written proposals.

Lilley Planning Group
Consultant Planner| 2016 – 2017

Planning Services: Cities of Anaheim & San Juan Capistrano

- Responsible for managing and processing a variety of project entitlement applications for compliance with local, state, and federal regulations..

City of Brea
Planning Specialist | 2016

- Assisted customer at public counter and over the telephone; answered questions; explained procedures, assisted the public in completing forms and applications; received forms and applications; handled complaints and resolved problems.

Core Development Services
Zoning Manager | 2014 – 2016

Responsible for securing all necessary governmental zoning approvals and entitlements for existing and new wireless facility modifications and renewals throughout Southern California, with an average project load of 100 sites from various carriers

Community Action Partnership
Planner | 2011 – 2014

- Researched and prepared grant proposals for the development of programs in high-need areas of Orange County.

Davies Public Affairs
Project Assistant | 2006-2009

- Assisted with day-to-day implementation of project tasks for large scale land-use and entitlement campaigns.

SAGECREST
PLANNING + ENVIRONMENTAL

David Blumenthal, AICP

Principal

CERTIFICATIONS + SKILLS

- American Institute of Certified Planners (AICP)
- American Planning Associate (APA) Member
- Adobe Acrobat
- Adobe Photoshop
- ArcGIS
- Certificate in Environmental Compliance
- Communication
- Microsoft Office
- Public Speaking

EDUCATION

B.A. Environmental Analysis and Design
University of California, Irvine

EXPERIENCE

Sagecrest Planning + Environmental

Principal | 2019 – Present

- Prepares General Plan amendments, Zoning Code amendments, and specific plans to facilitate site development and ensure compliance with State regulations.
- Manages complex current planning project entitlement on behalf of jurisdictions. This includes analyzing projects for compliance with current code, coordinates interdepartmental review, ensure compliance with CEQA, prepares and presents staff reports to Planning Commission and City Council.

City of Downey

City Planner – Principal Planner – Senior Planner – Building and Safety Supervisor | 2006 – 2019

- Managed Planning Division within Community Development Department. The division has an annual budget of $1.5 million.
- Managed complex projects, such as Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications.
- Prepared public notices, CEQA documentation, and staff reports.

City of Rancho Palos Verdes

Associate Planner | 2002 – 2006

- Reviewed and processed current planning applications for residential and commercial projects.
- Performed analysis for compliance with city codes and potential view impacts.
- Reviewed projects for compliance with CEQA, prepared and presented staff reports to Planning Commission and City Council.

City of Garden Grove

Associate Planner – Assistant Planner | 1999 – 2002

- Reviewed and processed current planning applications for residential commercial and industrial projects.
- .

City of Fountain Valley

Planning Intern | 1998 – 1999

- Assisted planning, housing, and code enforcement staff with project research, filing and preparation of correspondence.

SAGECREST
PLANNING + ENVIRONMENTAL

Kelly Ribuffo

Senior Project Manager

CERTIFICATIONS + SKILLS

- Associate of Environmental Professional (AEP) Member
- Adobe Acrobat
- Microsoft Office
- Granicus/Legistar
- Superion TrackIt
- Architectural Plan Review
- Archeological and Environmental Technical Review

EDUCATION

M.S. Historic Preservation
University of Oregon

B.A. Anthropology
B.A. Asian Studies
University of Florida

EXPERIENCE

Sagecrest Planning + Environmental

Senior Project Manager | 2022 – Present

- Provides staff support services to the cities of Avalon and Newport Beach, including review of entitlement applications and long-range planning services.
- Prepares California Environmental Quality Act (CEQA) documents for private and public sector clients, including Initial Studies, Mitigation Negative Declarations (MNDs), and Appendix N and Class 32 streamlining checklists.
- Manages preparation of technical studies to support CEQA review, including Air Quality, Biological, Cultural, Geotechnical, Greenhouse Gas, Historic, Hydrology, Noise, Phase I/II, Traffic, and WQMP.
- Coordinates with clients, City staff, subconsultant teams to facilitate processing of complex development projects.
- Provides peer review of CEQA documents and associated technical studies.
- Manages complex entitlement applications for private sector clients.

City of Orange

Associate Planner, Historic Preservation | 2014 – 2022

- Reviewed development applications throughout the city, including multifamily residential, commercial infill, conditional use permits, variances, zone changes, site plan reviews, and administrative design reviews.
- Provided specialized design review of historically designated properties for compliance with the City's historic preservation design standards, with properties ranging from the late 19th to mid-20th century period.
- Coordinated development project review with other City departments through the internal staff review committee.
- Prepared staff reports, including recommendations and resolutions/ordinances, for presentation before the Design Review Committee, Planning Commission, and City Council.
- Reviewed historic, archaeological, and environmental technical reports and performed cultural resources survey work as needed.
- Designated staff planner responsible for processing all development applications related to Chapman University, located within the Old Towne National Historic District.
- Administered the City's Mills Act Tax Exemption program for qualified historic properties.

SAGECREST
PLANNING + ENVIRONMENTAL

Simin Zakavand, AICP

Project Manager

CERTIFICATIONS + SKILLS

- American Institute of Certified Planners (AICP)
- Adobe Acrobat
- Adobe Photoshop
- Adobe InDesign
- AutoCAD
- SketchUp
- GIS
- Microsoft Office
- MURP Impact Award, UC Irvine
- Academic Excellence Award, International University of Qazvin
- Persian - fluent

EDUCATION

B.S. Urban Development Engineering
International University of Qazvin, Iran

Master of Urban and Regional Planning
University of California, Irvine

EXPERIENCE

Sagecrest Planning + Environmental

Project Manager – Assistant Planner | 2021 – Present

- Manage complex development projects through the City's entitlement process, including the coordination of multiple technical consultants, assembling land use applications, and organizing changes as requested.
- Prepares California Environmental Quality Act (CEQA) documents for private and public sector clients, including Mitigation Negative Declarations (MNDs) and Class 32 streamlining checklists.
- Provides staff support services to the city of Downey, including review of entitlement applications.
- Prepared ADU Design Guidelines for City of Monrovia.

Team Fishel Company

Engineering Supervisor – Designer/AutoCAD Drafter | 2016 – 2021

- Maintained contact with clients and prepared multiple reports for them and office staff.
- Fielded and surveyed job sites to collect data for the engineering drawings.
- Designed construction plans and underground conduit for fiber optic cable using AutoCAD.
- Designed inside and outside plant for telecom industry in public right-of-way and private property.
- Prepared construction and permit packages for encroachment permits, Traffic Control and specialty permits (e.g., UPRR, Caltrans, etc.), to the various city, county, state, and local municipalities.

UCI Capstone Project – Client: PlaceWorks

Researcher | 2019 – 2020

- Project addressed the question of how planning and design influence walkability in suburbs.

City of Mohammadiyeh, Qazvin, Iran

City Planning Intern | 2013 – 2014

- Updated current AutoCAD maps of the City.
- Assisted with fielding and collecting data for GIS database.
- Prepared codes, digits, and geographic features into the GIS database.
- Prepared and exported required maps for a comprehensive plan of Mohammadiyeh.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

Attachment E: Professional Services Agreement for T&B Planning

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
T&B PLANNING, INC.

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and T&B Planning, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	T&B Planning, Inc. 3200 El Camino Real, Suite 100 Irvine, CA 92602 Attention: Tracy Zinn

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Name: Nicole Morse Title: Principal/Vice President
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

CONSULTANT

_____
Name: Nicole Morse, Secretary/
Vice President
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:

	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

EXHIBIT B

CONSULTANT'S PROPOSAL

T&B Planning, Inc.

Statement of Qualifications

Response to City of Santa Fe Springs for On-Call Professional Environmental Consulting Services

Submitted by:

T&B Planning, Inc.
3200 El Camino Real, Suite 100
Irvine, CA 92602
www.tbplanning.com

April 2024

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Section A: Cover Letter

Irvine, CA | San Diego, CA | Murrysville, PA
3200 El Camino Real, Suite 100 | Irvine, CA 92602 | p 714.505.6360

April 16, 2024

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Dear Mr. Nguyen,

T&B Planning, Inc. (dba T&B Planning) is pleased to present this Statement of Qualifications (SOQ) pursuant to the City of Santa Fe Spring's Request for Statement of Qualifications (RFQ) for On-Call Professional Environmental Consulting Services.

T&B Planning, Inc. is a privately held consulting firm that serves public agencies and private project applicants. We are organized as a California "S" Corporation and are recognized as a nationally certified Women's Business Enterprise (WBE). We have offices in Irvine and San Diego and service southern, central, and northern California.

Assisting public agencies and project applicants with California Environmental Quality Act (CEQA) compliance is the core of our business. We have extensive experience completing CEQA documents and processes as outlined in the RFQ's Scope of Services (pp. 2 – 4 of the RFQ). Our firm specializes in conducting environmental review for projects in jurisdictions similar to Santa Fe Springs that are largely build-out with a large proportion of industrial land uses. We are currently in process and have recently completed projects in within the nearby area, including but not limited to the cities of Whittier, Torrance, Commerce, and Long Beach.

Other services include planning, project entitlements, project management, post-entitlement permitting, and GIS/graphic services. T&B Planning is highly respected for preparing detailed, objective, and legally defensible CEQA documents for a variety of project types and sizes. Our reputation in the industry is distinguished by practicality, responsiveness, mitigating environmental impacts through project design, and delivering value-added services to our clients.

This SOQ provides our background and experience, staffing, qualifications and references, and fee schedule; as requested in the RFQ. Our fees and hourly rates will be valid for a period of at least one year. On call services will be managed from our headquarters in the City of Irvine, California. Nicole Morse, Principal/Vice President, will serve as the Project lead/Manager responsible for the On-Call Professional Environmental Consulting Services specified in the City's RFQ. Tracy Zinn, President and CEO, and Nicole Morse are the individuals authorized to make legal binding commitments on behalf of T&B Planning. Contact information for Tracy and Nicole are below.

Sincerely,
T&B Planning, Inc.

Tracy Zinn,
Principal/President

Tracy Zinn, Principal/President
T&B Planning, Inc.
3200 El Camino Real, Suite 100
Irvine, CA 92602
(714) 505-6360 Ext. 350
tzinn@tbplanning.com

Nicole Morse, Esq., Principal/Vice President
T&B Planning, Inc.
3200 El Camino Real, Suite 100
Irvine, CA 92602
(714) 505-6360 Ext. 126
nmorse@tbplanning.com

Section B: Background & Experience

Project Understanding

It is our understanding that the City of Santa Fe Springs seeking SOQs from professional environmental consulting firms to contract for on-call environmental consulting services (as identified in RFQ, Scope of Services, pp. 2-4) for a term of up to three (3) years with up to one (1) additional two-year contract extension. All CEQA services would be provided on an as-needed, project-by-project basis.

The City of Santa Fe Springs was incorporated in 1957 and is in the County of Los Angeles. The City encompasses approximately nine square miles and is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier, and Pico Rivera. Regional access to the City is provided by Interstate (I-5) and I-605. The City is home to approximately 18,295 residents and is largely a built-out community, mostly zoned for industrial uses. The majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Background, Expertise, Experience, Specialties, and Capabilities

T&B Planning, Inc. is a privately held consulting firm founded in 1974 that began providing CEQA consulting services in 1991. Our 33 years of CEQA consulting experience backed by our almost 50 years as a planning consulting firm provides us with the intimate knowledge and understanding of the regional geography, environmental resources, environmental constraints and opportunities, as well as the ever-changing CEQA compliance process. Our experience offers Lead Agencies and project applicants our first-hand experience resolving and overcoming issues encountered by projects in the region. This experience enables us to anticipate and foresee possible environmental compliance issues that projects in the City of Santa Fe Springs may face and allows us to efficiently and effectively identify practical and feasible solutions.

Assisting public agencies and project applicants with CEQA compliance is the core of our business. Our firm regularly serves lead agencies as the primary consultant responsible for managing a project's CEQA compliance process, preparing and quality-control reviewing CEQA documents, preparing and distributing required public notices, managing, and ensuring adequacy of technical studies, responding to CEQA-related public comments, and making presentations at public meetings and hearings. Our in-depth understanding of the CEQA Statute and Guidelines and related environmental compliance regulations, combined with our appreciation for the budgets, time schedules and administrative obligations of public agencies and project applicants, make T&B Planning an excellent choice as the CEQA compliance consultant for any project. T&B Planning is highly respected for preparing detailed, objective, and legally defensible CEQA documents for a variety of project types and sizes.

We currently serve as an on-call CEQA consulting firm for active projects located in the cities of Chino, Chino Hills, Coachella, Fontana, Grand Terrace, Jurupa Valley, Lake Elsinore, Moreno Valley, Rancho Cucamonga, Riverside, San Bernardino, Santa Ana, and the County of Riverside. In addition, we currently serve or have recently served as the private-applicant selected CEQA consultant for projects in the cities of Bakersfield, Banning, Beaumont, Calimesa, Colton, Commerce, Corona, El Monte, Fountain Valley, Fullerton, Indio, Irvine, Irwindale, Lancaster, Los Alamitos, Menifee, Mission Viejo, Monrovia, Murrieta, Newport Beach, Norwalk, Ontario, Orange, Palmdale, Perris, Santa Fe Springs, Rialto, San Bernardino, San Diego, San Juan Capistrano, Seal Beach, Torrance, Tustin, Victorville, Whittier, Yorba Linda, and the Town of Apple Valley and County of San Diego.

T&B Planning offers an "A Team" of Principal and senior-level CEQA practitioners. Notably, T&B Planning's three CEQA Principals (Tracy Zinn, AICP; Nicole Morse, Esq.; and Tina Andersen) collectively have just over 90 years of experience providing CEQA consulting services. Our "A" Team has developed strong relationships with industry leaders in all fields; these reliable relationships allow us to extend this collaborative approach beyond T&B Planning. Our CEQA management staff functions as a cohesive, communicative group of experts that draw from

each other's knowledge and experience to address issues that arise over the course of the CEQA compliance processes.

In-house services provided by T&B Planning include all aspects of CEQA compliance and CEQA document preparation. To ensure a high level of technical expertise matched with each project's needs, T&B Planning enlists technical experts for the preparation of supporting technical studies. Our experience has shown that a specially selected, highly qualified team of technical experts tailored to the needs of an individual project is more advantageous than relying on a "one size fits all" in-house team. Consequently, it is our firm's practice to select from the best technical consulting firms, matching the unique characteristics and needs of an individual project to the expertise of technical experts. We regularly sub-consult experts in the fields of traffic, air quality, greenhouse gas emissions, health risk, energy, noise, biological resources, cultural resources, and civil services (upon request). Our 33 years of experience producing legally defensible environmental compliance documents proves that a specially selected, highly qualified team of technical experts led by T&B Planning results in the production of accurate and legally defensible documents.

Please also refer to Section C, *Staffing*, of this SOQ regarding our capabilities to perform.

Summary of Scope of Services

Our staff regularly prepares a variety of environmental documents and associated public notices in compliance with CEQA, including Environmental Impact Reports (EIRs), EIR Addenda, Mitigated Negative Declarations (MNDs), Negative Declarations (NDs), Initial Studies, CEQA Guidelines Section 15183 compliance documentation, and CEQA Exemption justifications. As part of the CEQA process, we also ensure that supporting technical studies use appropriate analysis methodologies and address all required environmental issues in a manner consistent with CEQA requirements. In addition to serving as a CEQA document preparer, we also provide peer review services for CEQA documents prepared by others, represent Lead Agencies at public meetings and hearings, and ensure that all applicable CEQA administrative procedures are properly followed. We stay attuned to recent and pending CEQA Statute and Guidelines revisions, CEQA-related Senate and Assembly Bills, and CEQA case law decisions, to ensure that the CEQA processes that we are managing adhere to the most recent requirements and best practices. We are highly respected for our skills at CEQA strategizing and CEQA due diligence. We provide Lead Agencies and project applicants with solutions to potential environmental issues or constraints that, if not adequately addressed, can present obstacles for a proposed project. This ability to see the big picture, while also attending to the small details, enables an efficient CEQA review process with minimal, if any, delays.

Please also refer to Section D, *Qualifications and References*, of this SOQ regarding our unique areas of expertise.

Legal Challenges

Because of the type, scale, complexity and high-profile nature of many of our clients' projects, CEQA documents prepared by T&B Planning are frequently subject to threat of third-party litigation. The threat of litigation is not unusual in our business, as opponents have learned to use the CEQA compliance process as an effective means to delay or stop a project from moving forward. T&B Planning is recommended to many of our clients by their legal counsels due to our reputation and ability to prepare thorough and sound CEQA documents that are supported by defensible analysis methodologies. Regardless if we suspect that opposition will arise during a CEQA compliance process or not, we prepare all of our clients' CEQA documents to be as defensible as possible should a threat of litigation arise. We work closely with the technical report authors on strategy and analysis methodologies before preparation of the reports begin. We are conservative in analysis methods, the application of significance thresholds, and the formulation of conclusions. We also involve our clients, their legal counsels, and other necessary members of project teams on defensibility strategy discussions during meetings or conference calls as

the CEQA document preparation process unfolds, so that all involved parties are in agreement on approach. T&B Planning also compiles information for the lead agency's Administrative Record as we proceed with the document preparation (e.g., back up materials for our document references and citations). This is more efficient than compiling the information after a lawsuit has been filed.

T&B Planning and/or its key staff have been involved in a number of projects for which the litigation extended beyond a settlement. Three CEQA documents also have been challenged in court by community activists, and one was challenged by the California Attorney General's office on behalf of a Statewide environmental justice cause.

- **Community Activist Cases**. T&B Planning-prepared CEQA documents have received unpublished trial court rulings in two cases. The first related to a Recirculated Draft EIR prepared by T&B Planning for the County of San Bernardino, for a church campus on privately held land surrounded by the San Bernardino National Forest. This project had been in the CEQA compliance process for approximately 16 years, with unsuccessful attempts by other firms to gain approval. T&B Planning was recommended by the applicant's legal counsel, and we were ultimately successful getting the Recirculated EIR certified by the County Board of Supervisors in 2019 despite strong opposition by community residents, with some of the opposition being environmental-related and other being faith-based. Because the applicant had been attempting to get this project approved at that point for 18+ years, legal counsel recommended a purposeful strategy to let the legal process unfold with the goal of having the court system decide where the Recirculated EIR was legally adequate versus which environmental subject areas needed additional analysis. The unpublished Ruling became available in early 2022, and T&B Planning prepared a Revised Recirculated Draft EIR in response to the Ruling.

  The second EIR on which a T&B Planning-prepared document received an unpublished court ruling involved two warehouse buildings in unincorporated Riverside County, opposed by a community activist. The EIR was challenged on 11 items and the court found the EIR adequate on all grounds, except for a typographical error in the Project Description related to the measured distance from the proposed buildings to the nearest sensitive receptor. In response, Riverside County de-certified the EIR's Project Description, recirculated a revised Project Description with the typographical error corrected, and recertified the EIR. There was no further opposition.

- **State Attorney General's Office Case.** A T&B Planning-prepared MND was challenged by the State Attorney General in 2021, related to a supply chain warehouse proposed adjacent to a public high school in the City of Fontana, on grounds of environmental justice. The City of Fontana soon thereafter commenced work to prepare and adopt a Citywide ordinance to address co-location of warehouses with sensitive receptors. The City hired a nationally-recognized air quality firm to prepare data on the air quality trends and projections in Fontana, and based on that work, ultimately adopted a Citywide ordinance. Mitigation measures included in T&B Planning's MND and in other CEQA documents prepared by T&B Planning for warehouse projects were brought forth in the ordinance as new Citywide requirements for all new commerce center projects. After the ordinance was adopted, the State dropped the lawsuit.

Quality Control Methods and Project Management

Value is assured to our clients through T&B Planning's quality assurance and control methods. Dedication to quality control, backed by our experience and knowledge, is valuable to budgets and schedules by first focusing reviews on substantive matters and methodology, and later drilling down to minor items such as typographical errors. Every project managed by T&B Planning is overseen by a senior staff member who ensures that proper procedural

and analysis methodologies are used. Our project managers, planners, and environmental analysts follow a strict protocol for the citation and filing of reference material and for determining the significance of environmental impacts based on the CEQA Statute and Guidelines and published case law. T&B Planning-produced documents also undergo an internal proofreading protocol and a final quality-control review is conducted before documents are released for public review. This proven method of quality control ensures well-prepared deliverables that are at the top of industry standard.

Keeping Projects on Schedule and on Budget

Staying on schedule and within budget is the goal for every assignment and project. Our staffing structure, strong internal and external working relationships, and the personal accountability held by our planners and CEQA compliance team allow us to effectively manage multiple projects and priorities while maintaining a high standard of work product quality. T&B Planning understands the importance of keeping projects on schedule and we prioritize tasks to ensure the timely delivery of work products. Our philosophy is that the best defense against a scheduling delay is to be highly proactive and communicative from project initiation through project completion; this allows us to quickly identify and overcome impediments that could otherwise materialize into potential delays.

Responsive Services

Our business is centered on responsive services. Professional and respectful communication and collaboration are pillars of T&B Planning's management approach. Our team has proven experience working with public agencies, project applicants, and the public at-large and professionally responding to public interests and concerns. Our ability to effectively communicate with Lead Agency and private project applicants also makes our firm a top choice for projects that may face any form of controversy or opposition including for issues associated with complying with environmental regulations. We have extensive experience responding both proactively and reactively to public concerns and are known for our forward-thinking approach and ability to navigate these issues in a professional and successful manner. Our staff also can effectively communicate in five languages to serve a diverse population base. Our staff is highly cognizant of the importance of communication with Lead Agency staff and the specialized technical experts assigned to each project. We maintain an open line of communication and facilitate a team mentality that is important to ensuring consistency and on-time delivery of work products. Our style of communication is respectful and objective and we have a reputation for presenting information in ways that are easy to understand and delivered at a level of detail that is appropriate for each intended audience.

Service Commitment to Customers

We work efficiently, cost-effectively, and proactively in response to our clients' needs. Our clients receive expert advice and delivery of project management services, document preparation, and environmental compliance strategy. This vital skill set allows us to smoothly guide projects through the CEQA compliance process and to prepare deliverables that are complete, accurate, and that can withstand challenge. We also understand that organized, effective, and efficient coordination and communication with City staff and project team members is essential to a successful CEQA compliance process. We understand that the level of coordination necessary will vary by project, and we customize our approach to project-specific needs.

Section C: Staffing

Key Personnel

Our Principals and Senior/Assistant Project Managers are directly involved in project management. We assign our Senior/Assistant Project Managers to projects based on which manager is best suited to the project type and its geography. The main items considered are which manager has the most experience and knowledge of a proposed project's particular land use type, the Lead Agency jurisdiction and surrounding jurisdictions, and the potential issues that a project may face. On-Call Professional Environmental Consulting Services as specified in the City's Request for RFQ will be led by Nicole Morse who will serve as Project lead/Manager for projects in the City of Santa Fe Springs. They will be supported by our Senior Project Manager, Connie Anderson, or our Assistant Project Managers, Tracy Chu, and our in-house environmental analysts, land use planners, technical writers, and GIS/graphics specialists as needed. Upon award of a contract and through the duration of a contract, if T&B Planning chooses to assign different personnel to a project, Nicole Morse will submit their name, contact information, and qualifications to the City for approval prior to the commencement of any work. Nicole and the team's qualifications, experience, and resumes are provided below.

T&B Planning tailors our approach for each individual project to ensure that each project is provided the best service possible. Our approach for preparing CEQA documents, assembling and overseeing teams of technical experts, preparing CEQA documents, and navigating the CEQA compliance process can vary based on a number of factors, including, but not limited to: the proposed project's characteristics, location and size of the project site, environmental sensitivity of the project site and the surrounding area, environmental issues of concern, type of project applicant (public vs. private vs. institutional), required type of CEQA document, desired schedule, allotted budget for our work, availability of information, and other factors. We assign staffing based on our current workload and accept projects based on our ability to perform. Our in-house project management systems allow us to continually monitor workflow and capacity. Our staff meets weekly at a minimum to assign projects, workflows, and tasks in order to ensure that we are meeting client schedules and major milestones.

We work efficiently, cost-effectively, and proactively in response to our clients' needs. Our clients receive expert advice and delivery of project management services, document preparation, and environmental compliance strategy. This vital skill set allows us to smoothly guide projects through the CEQA compliance process and to prepare deliverables that are complete, accurate, and that can withstand challenge. We also understand that organized, effective, and efficient coordination and communication with City staff and project team members is essential to a successful CEQA compliance process. We understand that the level of coordination necessary will vary by project, and we customize our approach to project-specific needs.

RESUME FOR NICOLE MORSE, ESQ., PRINCIPAL

Nicole Morse, Esq. is a T&B Planning Principal with 25+ years of experience managing environmental compliance projects for both public and private sector clients. Nicole utilizes her specialty background as both an attorney and an environmental compliance planner to manage and prepare documents that withstand legal scrutiny. She reviews documents and associated technical reports for compliance with the California Environmental Quality Act (CEQA), the Endangered Species Act (ESA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), the Sustainable Communities and Climate Protection Act of 2008 (SB 375), and numerous other regulatory requirements. She holds a B.S. degree in Applied Ecology from University of California, Irvine, a Juris Doctorate in Business Law from Whittier Law School, Costa Mesa, and is a member of the California Association of Environmental Professionals (AEP).

Nicole has prepared and managed environmental compliance and planning documents for a wide range of projects including, but not limited to, urban infill (residential, mixed-use and high-rise), transit-oriented development, downtown and corridor redevelopment programs, industrial, entertainment venues, and master planned communities and general plans. Nicole is at the forefront of new environmental regulations, recently managing a General Plan EIR that was the first to adopt VMT standards in the State of California. Given her legal background, clients regularly rely on Nicole to provide strategic advice on the overall entitlement process starting with project inception to delivery to the marketplace.

Project Management: Nicole is highly effective at leading project teams from project initiation through completion of the CEQA and entitlement process. She provides strategic counsel to leaders in public agencies, developers, and consultants throughout the entitlement process and presents project information and CEQA findings at community outreach events, scoping meetings, and public hearings. She is responsible for personnel and subconsultant oversight; review of technical reports and methodology; adherence to established budgets and schedules; and all aspects of quality control and contract fulfillment.

Environmental/Entitlement: Nicole, as Principal-in-Charge/Project Manager for a wide variety of projects, has prepared, managed, and/or provided quality control review of hundreds of planning and CEQA documents – from straight-forward Categorical Exemptions to complex Environmental Impact Reports (EIRs), supporting technical studies, and environmental documentation. She has worked for landowner/developers managing the due diligence, planning, and entitlement process, in addition to, EIRs for a number of highly complex projects. She uses her legal background and extensive project experience to assist lead agencies and project applicants in determining the appropriate approach and to ensure that the appropriate information, technical analysis, and methodology is applied to each project and associated environmental compliance document. Nicole prides herself on implementing practical real-world solutions that effectively expedite the CEQA process.

A representative list of environmental compliance projects completed by Nicole Morse is provided below.

Industrial

- Agua Mansa Road Development Project EIR; City of Jurupa Valley
- BRE Space Center Mira Loma EIR; City of Jurupa Valley
- 5200 Sheila Street EIR; City of Commerce
- Vermont and Redondo Beach Boulevard Project EIR; City of Los Angeles
- Ontario Ranch Business Park Specific Plan EIR; City of Ontario

Transit Oriented Development, Campus Plans, and Specific Plans

- City of Hope Campus Plan EIR; City of Duarte and Irwindale
- Southeast Area Specific Plan (SEADSP) and Local Coastal Plan Amendment EIR; City of Long Beach
- Tustin Legacy Specific Plan and SEIR; City of Tustin
- Lincoln Avenue Specific Plan EIR; City of Pasadena
- Valley Boulevard Corridor Specific Plan EIR; County of San Bernardino
- Harbor Boulevard Mixed-Use Transit Corridor Plan; City of Santa Ana
- Addendum to the San Bernardino General Plan Update EIR (TOD); City of San Bernardino

Mixed Use, Residential, and Infill

- Crown City Medical Center EIR; City of Pasadena
- Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR; City of Yorba Linda
- Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR; City of Yorba Linda

Sports & Entertainment Venue; Hospitality

- Los Angles Turf Club North Barn Project at Santa Anita Park; City of Arcadia
- Hotel Capistrano Master Plan EIR; City of San Juan Capistrano
- San Juan Hotel and Villas MND; City of San Juan Capistrano
- The Forum Design Project Categorical Exemption; City of Inglewood
- Del Amo Fashion Center Expansion Addendum; City of Torrance

General Plan

- Peer Review, Long Beach General Plan Land Use & Urban Design Elements EIR; City of Long Beach
- Pasadena General Plan EIR; City of Pasadena
- City of Temple City General Plan; City of Temple City
- Westminster General Plan EIR; City of Westminster
- San Clemente Centennial General Plan EIR; City of San Clemente
- La Habra General Plan EIR; City of La Habra

Representative List of Speaking Engagement & Professional Presentations

- "Ask an Expert;" Guest speaker, Planning Commissioners Academy, Monterey, 2018
- "AEP Advanced CEQA Workshop;" Association of Environmental Professionals, 2018
- "Legal Challenges: Working with your Attorney;" Guest speaker, Environmental, Health & Safety Clearance for School Facilities Course, UC Riverside Extension, 2014
- "Bursting into Tiers: Getting the Most out of General Plan EIRs;" 2014 AEP CA State Conference, Huntington Beach, California
- "Nuts & Bolts Panel: Cultural Resources Assessments in California;" 2012 OCAEP Luncheon, Tustin CA

RESUME FOR TRACY ZINN, AICP, PRINCIPAL

Tracy Zinn, AICP, serves as T&B Planning's President and CEO. Tracy joined the firm in 1993, became a Principal in 2007, and has 30+ years of experience managing and preparing environmental compliance and land use entitlement documents. Overseeing the planning and environmental compliance aspects of land development projects has advanced her skills at multi-layered thinking and problem-solving. Clients and government agencies rely on her to provide overall project management and bring focus to complex tasks. Tracy is an expert in California Environmental Quality Act (CEQA) compliance and conveys a clear understanding of the practical, environmental, and jurisdictional realities of entitlement permits. Tracy is respected for preparing documents that are easily understood, technically accurate, and legally adequate. She holds a B.S. degree in Urban and Regional Planning from Indiana University of Pennsylvania, is certified by the American Institute of Certified Planners (AICP), and is a member of the California Association of Environmental Professionals (AEP), and the Commercial Real Estate Development Association (NAIOP).

Under Tracy's direction, T&B Planning has prepared hundreds of certified and approved CEQA compliance documents. Between 2010-2021, Tracy personally managed the preparation of CEQA compliance documents for numerous residential projects, mixed-use projects, and over 56 million square feet of industrial, warehouse, and business park building space. Tracy also engages in public education and outreach efforts, including but not limited to workshops, presentations, focus group meetings, and public input surveys.

Environmental Compliance (CEQA and Technical Reports): Tracy has prepared and quality-control reviewed hundreds of CEQA compliance documents for a wide range of project types, including industrial, logistics warehousing, parcel delivery, commercial, residential, mixed-use, and infrastructure-related land uses, for public and private sector clients. She also directs the preparation of technical studies to support the CEQA compliance process. Her use of quantifiable and objective analysis methodologies contributes to the legal defensibility of CEQA documents.

Project Management and Public Meeting Facilitation: Tracy effectively represents project applicants and lead agencies at public hearings and workshops. She leads scoping meetings, makes technically accurate and compelling presentations at public hearings, and effectively responds to public comments. She also leads project team meetings, manages coordination efforts among project applicants and public agencies, and oversees teams of technical analysts.

Master Planning/Land Entitlement Permits: Tracy's working knowledge of local and regional planning issues, design standards, zoning laws, and public policies, are invaluable when applied to land use planning and entitlement projects. She has authored numerous notable planning studies, specific plans, and design guideline documents, and guided many projects through the complex permitting process. By applying her combined planning and environmental compliance experience, Tracy is skilled in suggesting project design features that make the best use of limited time and monetary resources.

A representative list of environmental compliance projects completed by Tracy Zinn is provided below.

Industrial, Warehousing, and Business Park

- 2929 East Imperial Highway MND (Warehouse Redevelopment); City of Brea
- 4150 North Palm Street MND (Warehouse Redevelopment); City of Fullerton
- Alliance California Gateway South Building 3 and Building 4 EIRs; City of San Bernardino
- Arcadia Logistics Center EIR; City of Arcadia

- Brodiaea Commerce Center EIR; City of Moreno Valley
- Chino Parcel Delivery Project (FedEx Parcel Hub) EIR; City of Chino
- First Inland Logistics Center II EIR; City of Moreno Valley
- Gate King (Center at Needham Ranch) Industrial Park EIR Addenda; City of Santa Clarita
- Goodman Logistics Center EIR Addendum; City of El Monte
- Goodman Logistics Center III EIR; City of Fontana
- Majestic Chino Heritage EIR; City of Chino
- Majestic Freeway Business Center EIR Addenda; County of Riverside
- March Business Center EIR; City of Moreno Valley
- Orange Show Logistics Center MND; City of San Bernardino
- Proficiency Renaissance EIR Addendum; City of Rialto
- Rider and Harvill MND (Warehouse); Riverside County
- San Manuel Landing (Warehouse); City of San Bernardino
- San Michelle Business Center MND; City of Moreno Valley
- Seaton Tech Center MND; County of Riverside
- Serrano Commerce Center EIR; County of Riverside
- Slover Avenue Distribution Center EIR; City of Fontana
- The Park @ Live Oak Specific Plan EIR; City of Irwindale
- Waterman Logistics Center MND; City of San Bernardino
- Watson Industrial Park EIR; City of Chino

Infill, Residential, Institutional, and Mixed-Use

- Avanti North Specific Plan EIR; City of Lancaster
- Audie Murphy Ranch Specific Plan EIR; City of Menifee
- Balboa Marina West MND; City of Newport Beach
- Bixby Highgrove MND; County of Riverside
- Central Village Specific Plan EIR Addendum; City of San Diego
- Church of the Woods EIR; County of San Bernardino
- Mountain View Apartment Homes MND; City of La Habra
- North Newport Center Planned Community EIR Addendum; City of Newport Beach
- Oakbrook Village EIR Addendum; City of Laguna Hills
- Residences at Newport Center, City of Newport Beach
- Riverbend MND; City of Jurupa Valley
- Santa Fe Springs Self Storage MND; City of Santa Fe Springs
- Terramor Specific Plan EIR Addenda #1, #2, #3 and #4; County of Riverside
- Trailmark Specific Plan EIR; County of Riverside
- Vernola Marketplace Apartments MND; City of Jurupa Valley

Electronic Messaging

- Becker Boards Billboard ND; City of Baldwin Park
- Becker Boards Billboard MND; City of Carson

RESUME FOR CONNIE ANDERSON, SENIOR PROJECT MANAGER

Connie Anderson has 20+ years of experience, joined T&B Planning in 2003 and serves as a day-to-day project manager responsible for managing, preparing, and coordinating California Environmental Quality Act (CEQA) compliance documents, including Environmental Impact Reports (EIR), Environmental Assessments/Initial Studies (EA/IS), EIR/MND Addenda, Mitigated Negative Declarations (MND), Mitigation, Monitoring, and Reporting Programs (MMRPs), and required technical studies. She holds a B.S. degree in Land Use from the Metropolitan University of Denver.

Connie also serves as the firm's Director of New Business Services taking the lead on diversifying and growing the Company. In this role she also spearheads acquisition of projects for which the Company's nationally certified WBE-WBENC designation is an asset to contracts requiring participation by a woman-owned business.

Connie has managed both CEQA and planning projects and is skilled at project coordination with public and private sector clients, quasi-public agencies, and local, state, and federal government agencies. She is known for her organizational skills, attention to detail, high expectations, diligence in meeting project schedules, and for her ability to see a land development project through the eyes of the public, enabling her to prepare documents that are informative, objective, and easy to understand.

Connie has experience working with numerous Lead Agencies throughout California, including the City of Adelanto, City of Arcadia, City of Beaumont, City of Chino, City of Fontana, City of Jurupa Valley, City of La Habra, City of Lake Elsinore, City of Lancaster, City of Moreno Valley, City of Newport Beach, City of Perris, City of Rialto, City of Riverside, City of San Bernardino, City of Santa Clarita, and the County of Riverside.

Environmental Compliance: Connie prepares CEQA compliance documents for industrial, logistics warehousing, parcel delivery, commercial, residential, and mixed-use projects for both public and private clients. These include Initial Studies, EIR's, EIR/MND Addenda, MND's, and all types of CEQA notices and procedural compliance documents.

Project Management and Project Coordination: Connie has managed CEQA and planning documents for industrial, logistics warehousing, parcel delivery, commercial, residential, and mixed-use projects as well as planning projects for master-planned communities, mixed-use projects, residential subdivisions, commercial retail, industrial, warehouse, and civic uses. Connie is also skilled at managing and coordinating CEQA technical experts.

Land Use Planning Documents: Connie has prepared planning documents for large-scale master-planned communities, including Specific Plans and Design Guidelines, and has prepared Real Property Master Plans for military installations throughout the United States and Europe.

A representative list of environmental compliance projects completed by Connie Anderson is provided below.

Industrial, Warehousing, Business Park, Commercial

- Alessandro Corporate Center MND Addendum; City of Riverside
- Alliance California Gateway South Building 3 EIR; City of San Bernardino
- Alliance California Gateway South Building 4 EIR; City of San Bernardino
- Arcadia Logistics Center EIR; City of Arcadia
- First Nandina Logistics Center EIR and EIR Addenda; City of Perris
- Gate-King Industrial Park (Center at Needham Ranch) EIR Addendum No. 1; City of Santa Clarita
- Gate-King Industrial Park (Center at Needham Ranch) EIR Addendum No. 2; City of Santa Clarita

- Gate-King Industrial Park (Center at Needham Ranch) EIR Addendum No. 3; City of Santa Clarita
- Gate-King Industrial Park (Center at Needham Ranch) EIR Addendum No. 4; City of Santa Clarita
- Gate-King Industrial Park (Center at Needham Ranch) Phase 2 EIR Addendum No. 5; City of Santa Clarita
- Harvill Distribution Center MND; County of Riverside
- Knox Business Park Building D and Building E; County of Riverside
- Modular Logistics Center EIR; City of Moreno Valley
- Moreno Valley Logistics Center EIR; City of Moreno Valley
- Nuevo Business Park EIR; County of Riverside
- Oleander Industrial Park EIR; County of Riverside
- Proficiency Renaissance EIR Addendum; City of Rialto
- Rider and Harvill MND; County of Riverside
- Seaton Tech Center MND; County of Riverside
- Slover Industrial Center EIR; City of Fontana
- Val Verde Logistics Center MND; County of Riverside
- Watson Industrial Park EIR; City of Chino

Infill, Residential, Mixed-Use

- Adelanto 80-Acre Greenhouse MND Addendum; City of Adelanto
- Adelanto Multi-Family Apartments MND; City of Adelanto
- Avanti North Specific Plan EIR; City of Lancaster
- Balboa Marina West MND; City of Newport Beach
- Bixby Highgrove MND; County of Riverside
- Briggs Road EIR; County of Riverside
- Covey Ranch ND Addendum; City of Moreno Valley
- Mira Loma Tentative Tract 33461 EIR; County of Riverside
- Mountain View Apartment Homes MND; City of La Habra
- Nichols Mine Expansion EIR; City of Lake Elsinore
- Residences at Newport Center EIR; City of Newport Beach
- Tentative Tract Map 31309 Focused EIR; County of Riverside
- Tentative Tract Map 31826 Focused EIR; County of Riverside
- Tentative Tract Map 32136 MND; County of Riverside
- Trailmark Specific Plan EIR; County of Riverside
- Vernola Marketplace Apartments MND; City of Jurupa Valley
- Wickerd Road Tentative Tract 31194 EIR; County of Riverside

RESUME FOR TRACY CHU, ASSISTANT PROJECT MANAGER

Tracy Chu joined T&B Planning in 2021 with a Bachelor of Arts degree in Economics from University of California, Los Angeles as well as a Master of Urban Planning from California State University, Northridge. As an Assistant Project Manager, Tracy leads the coordination of technical analyses and assists T&B's senior leadership team with preparing and processing CEQA compliance documents for complex residential, institutional, supply chain, commercial, and infrastructure projects. She coordinates and prepares Environmental Impact Reports (EIRs), Mitigated Negative Declarations (MNDs), Initial Studies (IS), Mitigation Monitoring and Reporting Programs (MMRPs), and Addenda primarily for land development and redevelopment projects throughout Southern California. She also prepares and posts public notices and assists in responding to public comments and preparing for public hearings.

Tracy provides aid with project coordination between T&B's senior leadership team and public agencies, private clients, and project sub-consultants, including biologists, archaeologists, engineers, architects, landscape architects, and other technical consultants.

Representative List of CEQA Compliance Projects

- 7400 Slauson Avenue; City of Commerce
- 5200 Sheila Street EIR; City of Commerce
- Rubidoux Commerce Park EIR, City of Jurupa Valley
- Vernola Ranch Specific Plan EIR, City of Jurupa Valley
- Moreno Valley Trade Center, City of Moreno Valley
- BRE Space Mira Loma Logistics Center, City of Jurupa Valley
- Agua Mansa Commerce Park EIR, City of Jurupa Valley
- Ottawa Business Center EIR, City of Victorville
- 534 Struck Avenue MND, City of Orange
- 759 North Eckhoff MND; City of Orange
- 2021-2029 Housing Element Implementation Programs PEIR and Addendum; City of Yorba Linda
- Ramona Gateway Project EIR; City of Perris
- East State Street Warehouse MND, City of Ontario
- Woodruff Logistics Center Addendum to The Ontario Plan 2050 SEIR, City of Ontario
- Town Center View EIR, City of San Diego
- 21515 South Western NOE, City of Torrance
- Century Villages at Cabrillo Specific Plan EIR; City of Long Beach
- 20922 Currier Road Industrial Development MND; City of Industry
- 15252 East Valley Boulevard Auto Towing Yard MND; City of Industry
- Greenleaf Business Center MND; City of Santa Fe Springs
- Prescott Plaza MND; City of Yucca Valley
- Second Addendum to the 2002 Los Angeles City College Facility Master Plan EIR; Los Angeles Community College District
- Fourth Addendum to the 2003 Los Angeles Harbor College EIR; Los Angeles Community College District
- Chaffey Community College Rancho Cucamonga Campus Modernization NOE; Chaffey Community College District

Technical Experts

Our considerable experience has shown that a specially selected, highly qualified team of technical experts can provide a more accurate and more legally defensible CEQA document than the "one size fits all" in-house team provided by large firms. Consequently, it is our firm's practice to select from the best technical consulting firms, matching the unique characteristics and needs of an individual project to the expertise of technical experts. For these reasons, we often select from technical firms identified below to serve as technical experts, but have a broad array of subconsultants that we regularly work with.

Air Quality, Greenhouse Gas, Energy Noise, Transportation

Urban Crossroads provides a full suite of air quality consulting services including air quality, greenhouse gas, and health risk assessment technical services to meet national, state, and various local compliance standard requirements. Urban Crossroads, Inc. also provides the full spectrum of environmental noise measurement and analysis services and a full range of traffic services that include traffic impact analysis, traffic engineering, travel demand modeling, simulations, and many other traffic related services. T&B Planning and Urban Crossroads have partnered on thousands of projects throughout the years. We recently completed 5200 Sheila Street EIR and 7400 Slauson Avenue EIR, two industrial projects in the City of Commerce.

Biological Resources

NOREAS Incorporated (NOREAS) provides a comprehensive array of biological and regulatory permitting services to the local, state and federal government, energy, utility, and private business sectors. NOREAS team comprised of highly skilled, credentialed and experienced biologists, regulatory permitting specialists and subject matter experts (i.e., ornithologists, botanists, arborists, herpetologists, mammalogists, ecologists, compliance specialists, environmental scientists, engineers, geologists, and geographic information system [GIS] professionals). NOREAS and T&B Planning recently completed 534 Struck Avenue EIR in the City of Orange and we are currently working together on several projects in the High Desert (e.g. Town of Apple Valley and City of Victorville).

Cultural Resources

Chronicle Heritage has carried out numerous historic preservation, architectural history, archaeology, history, planning, and exhibition projects across the region and country. Their areas of expertise include prehistoric and historic-era archaeology; urban archaeology; architectural history; paleontology; human osteology, burial identification and treatment, tribal communication and collaboration; and public interpretation, displays, and education. Chronicle Heritage (formerly PaleoWest) and T&B Planning have completed hundreds of projects together and is currently working on projects in the Town of Apple Valley and the cities of Beaumont, Moreno Valley, and Chino.

Civil Engineering

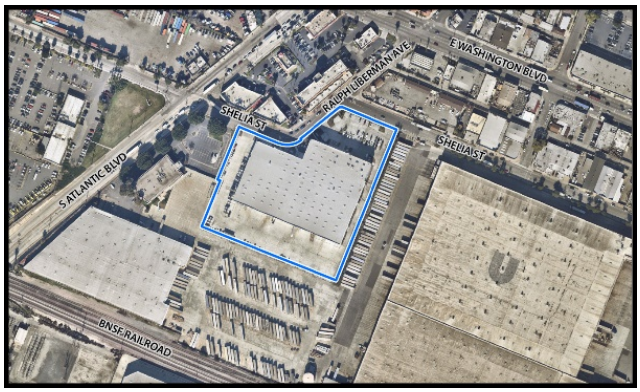
Thienes Engineering, Inc. (Thienes) offers a full range of civil engineering services including grading plans, storm drainage and sewer system designs, and water quality services. Thienes offers diverse, and wide-spread experience in industrial parks, commercial developments, retail malls, residential communities and institutional buildings, including schools, and hospitals. T&B Planning and Thienes have partnered on thousands of projects throughout the years.

Section D: Qualifications & References

Our CEQA compliance experience includes a wide variety of projects of different sizes and different land use types. In our 33 years of providing CEQA compliance consulting services, the majority of our consulting work has focused on development projects, including but not limited to, residential, business park, commercial, industrial, logistics warehousing, mixed-use, and institutional projects. For example, in the past 14 years, T&B Planning has prepared CEQA compliance documents for industrial warehouse projects on behalf of over 20 lead agencies, comprising 199 buildings and collectively totaling over 70 million square feet of building space which makes T&B Planning a skilled consultant in the goods movement industry, which is a very intense, intricate, highly visible, sensitive, and often times politically charged environment. In that same period, we also prepared environmental compliance documents for various other project types, including, but not limited to, master-planned residential communities, residential and mixed-use projects, commercial shopping centers, gas stations, travel centers, business parks, sand and gravel mines, parcel delivery facilities, highly visible billboards, and more.

We encourage you to contact the references listed herein and we will be glad to provide additional references or answer any additional questions you may have regarding our work experience and capabilities.

Reference 1 – City of Commerce



Name of Project: 5200 Sheila Street EIR

Individual to contact for referral:
Sonia Griego, Associate Planner
City of Commerce
2535 Commerce Way
Commerce, CA 90040
soniag@ci.commerce.ca.us
323-722-4805 Ext. 2346

Client:
Link Industrial Properties
Tom Cruikshank, Senior Vice President, Development
11015 Hopkins
Mira Loma, California 91752 USA
tcruikshank@linklogistics.com
909-223-9035

Start Date: November 2019
Completion Date: January 2021

Brief Description of Scope of Work: T&B Planning served as the lead CEQA consultant for the 5200 Sheila Street EIR Project in the City of Commerce. The 5.6-acre project site is located along I-710 and is developed with two industrial buildings which were originally constructed in 1940 for the Fluor Corporation and which after evaluation, were determined not to be signficant historic resources. The project proposed for the redevelopment of the site with a modern, 114,898 square foot speculative warehouse building with 17 dock doors located on the south side of the building. Associated discretionary approvals included a Plot Plan and Development Plan Review. T&B Planning worked closely with the City of Commerce to prepare the project's CEQA compliance documents and was responsible for reviewing all supporting technical

studies to ensure their accuracy and CEQA adequacy. The Final EIR was certified by the Commerce City Council in January 2021.

Project Manager on the Project and Key Personnel:
Project Manager: Nicole Morse; Key Personnel: Tracy Chu

Reference 2 – City of La Habra

Name of Project: Mountain View Apartment Homes MND

Individual to contact for referral/Client:
9Max Capital, LLC
Michael R. Barnett, Chief Operations Officer
9587 Bolsa Avenue
Westminster, CA 92683
949-228-8644
9MaxMike@gmail.com

Start Date: July 2018
Completion Date: April 2019

Brief Description of Scope of Work: T&B Planning worked with the City of La Habra Planning staff to prepare an MND and provide CEQA consulting services, including AB 52 consultation, for an infill project located south of La Habra Boulevard and north of Lambert Road in the City of La Habra, Orange County. The proposed Project consisted of applications for a Planned Unit Development (PUD), Conditional Use Permit (CUP), and Lot Line Adjustment (LLA) to redevelop the subject 0.97-acre site by demolishing all existing on-site improvements and constructing a 30-unit, three-story multi-family apartment building. Three of the building's units would qualify as very-low-income affordable housing units under the City of La Habra's Municipal Code. The City of La Habra approved the Project in April 2019.

Project Manager on the Project and Key Personnel:
Project Manager: Tracy Zinn

Reference 3 – City of Orange

Name of Project: 534 Struck Avenue EIR

Individual to contact for referral:
Robert Garcia, Senior Planner
City of Orange
300 East Chapman Avenue
Orange, CA 92866
rgarcia@cityoforange.org
714-744-7231

Client:
Prologis, Inc.
Maggie Xu, Director, Development

2141 Rosecrans Avenue, Suite 1151
El Segundo, CA 90245
mxu@prologis.com
310-338-3273

Start Date: January 2020
Completion Date: August 2023

Brief Description of Scope of Work: T&B Planning prepared an EIR for the 534 Struck Avenue Project. The Project involved the approval of a Conditional Use Permit No. 3137-21, Major Site Plan Review No. 1039-21, and Design Review No. 5028-21 to allow for redevelopment of the site with a 57,900-sf truck terminal, including 52,900 sf of warehouse space, 5,000 sf of office space, and a 5,400-sf maintenance building. Key issues involved site plan changes to address comments from surrounding business owners and the evaluation of air quality, health risk, and noise impacts to nearby sensitive receptors, including OC HUB (a nonprofit organization providing services and meals for the homeless) and a new affordable housing development. The City of Orange approved the Project in August 2023.

Project Manager on the Project and Key Personnel:
Project Manager: Nicole Morse; Key Personnel: Tracy Chu

Reference 4 – City of Yorba Linda

Name of Project: 2021-2029 Housing Element Implementation Programs Project EIR and Addendum

Individuals to contact for referral/Client:
David Brantley, Community Development Director
City of Yorba Linda, 4845 Casa Loma Avenue, Yorba Linda, CA 92886
dbrantley@yorbalindaca.gov
714-961-7134

Nate Farnsworth, Planning Manager
City of Yorba Linda, 4845 Casa Loma Avenue, Yorba Linda, CA 92886
nfarnsworth@yorbalindaca.gov
714-961-7131

Brief Description of Scope of Work: T&B Planning prepared a Program EIR under an extremely critical schedule to ensure the City of Yorba Linda met the requirements of State Housing Law to fulfill its share of regional housing needs of 2,415 residential units. The Project involved the approval of a General Plan Amendment and Amendments to the Zoning Code and Zoning Map. The General Plan Amendment revised the Land Use Element to update the text and maps consistent with the proposed zoning. Amendments to the Zoning Code included modification to the text and maps to rezone 27 opportunity sites, including applicable planned development zones, and adoption of housing overlay zones (Affordable Housing Overlay, a Congregational Land Overlay, and a Mixed-Use Housing Overlay) consistent with the Housing Element. Major issues addressed by the EIR included air quality, biological resources, greenhouse gas emissions, flood hazards, and wildfire. The Project was approved, however, the community subsequently

voted down the Housing Element Implementation Programs via a citizen-sponsored, voter-approved initiative. The City is proposing a new Housing Element based on significant community input and T&B Planning is currently in the process of preparing an Addendum to the previously certified EIR to evaluate the environmental impacts of the Project revisions.

Project Manager on the Project and Key Personnel:
Project Manager: Nicole Morse; Key Personnel: Tracy Chu, Justin Nguyen

Reference 5 – City of San Juan Capistrano

Name of Project: River Street Marketplace EIR

Individual to contact for referral/Client:
Joel Rojas, Director of Development Services
City of San Juan Capistrano, 30448 Rancho Viejo Rd.
110, San Juan Capistrano, CA 92675
jrojas@sanjuancapistrano.org
949-234-4410

Brief Description of Scope of Work: Nicole Morse was the Project Manager for this Project under a different consulting firm. T&B Planning is currently under contract with the City of San Juan Capistrano to prepare an EIR for the El Camino Specific Plan Amendment. The EIR for the River Street Marketplace Specific Plan analyzed the environmental impacts of redeveloping an infill site with 64,900 square feet of boutique retail and office for residents and visitors to San Juan Capistrano. The Specific Plan incorporated a number of design features to ensure compatibility with the Los Rios neighborhood and historical district. The plan enhances pedestrian and bicycle connectivity within walking distance to the Metrolink Station, encouraging alternative modes of travel reducing vehicle mile traveled and greenhouse gas emissions. Litigation was anticipated at the outset of the project, however through the environmental analysis, incorporation of site plan revisions and project design features, and community consensus, the plan was widely supported.

Project Manager on the Project and Key Personnel:
Project Manager: Nicole Morse

Section D: Fee Schedule

If T&B Planning, Inc. is authorized to provide services on a *Time and Materials* basis, we will invoice for such work in accordance with the hourly rates provided below. Change orders are subject to annual billing rate increases and staff promotions to positions with different billing rates.

- Senior Principal ..... $275.00 - $295.00/Hour
- Principal ..... $245.00 - $295.00/Hour
- Director ..... $205.00 - $245.00/Hour
- Senior Associate/Technical Specialist ..... $195.00 - $235.00/Hour
- Senior Project Manager/Development Manager ..... $175.00 - $195.00/Hour
- Project Manager ..... $165.00 - $185.00/Hour
- Graphics Manager/GIS Specialist ..... $155.00 - $175.00/Hour
- Senior Planner/Legal Assistant ..... $135.00 - $165.00/Hour
- Assistant Project Manager ..... $130.00 - $155.00/Hour
- Project Coordinator ..... $110.00 - $140.00/Hour
- Accounting Manager ..... $110.00 - $140.00/Hour
- Technician-Graphics & GIS ..... $95.00 - $155.00/Hour
- Development Associate/Environmental Analyst/Planner ..... $95.00 - $135.00/Hour
- Technical Editor ..... $95.00 - $115.00/Hour
- Office Manager/Executive Assistant ..... $90.00 - $110.00/Hour
- Administrative Assistant ..... $70.00 - $85.00/Hour

Expert testimony and litigation support services will be billed at double the above rates. Overtime and expedite services at Client request will be billed at 1.5 times the above rates.

T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, printing and reproduction, scanning, plotting, GIS data acquisition fees, aerial photography, project set up fees and insurance certificate issuance, postage, and delivery services). Provided below are the 2024 costs of typical incurred expenses, which are subject to adjustment if our vendors adjust costs beyond the control of T&B Planning.

- Project Initiation/Insurance Certificate Fee $500.00/each
- Aerial Photographs $265.00/each
- Black/White 8.5 x 11 Copy/Print $0.12/page
- Black/White 11 x 17 Copy/Print $0.24/page
- Color 8.5 x 11 Copy/Print. $1.20/page
- Color 11 x 17 Copy/Print $1.45/page
- 11 X 17 Folding $0.30/page
- Photo Grade Color Prints ..... $7.20/ sq. ft.
- Color Bond Plot ..... $12.00/sq. ft.
- Plan Folding ..... $0.48/sq. ft.
- USB $17.00/each
- CD w/Sleave and Label $26.00/each
- DVD s/Sleave and Label $36.00/each
- Three-Ring Binder (2” to 4”) ..... $14.00 - $30.00/each
- Custom Binding Materials ..... At Cost
- Mileage ..... Current IRS Rate
- Parking, Toll Road, Lodging Fees ..... At Cost
- U.S Mail ..... Current U.S. Postal Rate at Cost
- Certified Mail ..... At Cost based on Size and Weight
- Overnight Deliveries ..... Current Carrier Rate at Cost
- Same-Day Deliveries ..... Current Messenger Service Rate a Cost

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

Attachment F: Professional Services Agreement for UES

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
UES

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Nova Geotechnical and Inspection Services – So Cal, a California corporation doing business as UES ("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 for a term of three years, unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement may be renewed for one (1) additional two-year period upon mutual written agreement by both parties.

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services") in accordance with Task Orders agreed to by both parties. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. The Task Orders shall be subject to the terms and conditions 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 Community Development Director 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 as set forth in Exhibit B based upon the performance of the task orders.

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 Community Development Director 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 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 C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

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

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO 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: Community Development Director
To Consultant:	UES 14538 Meridian Pkwy, Suite A Riverside, CA 92518 Attention: Kurt Schlyer

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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
_____	_____
Jay Sarno, Mayor	Name: Martin Lowenthal
	Title: _____
Date: _____	Date: _____

ATTEST:

_____
Fernando Muñoz, Deputy City Clerk

CONSULTANT

_____
Name: Trent Anderson
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

City of Santa Fe Springs

Planning and Development Department

Attn: Cuong Nguyen, Assistant Director

Issued: March 12, 2024

Due: April 16, 2024

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Introduction

The City of Santa Fe Springs Planning Department is seeking statements of qualifications from professional environmental consulting firms in order to contract for on-call environmental consulting services on an as-needed basis. The City plans to retain a limited number of firms for a contract term of three (3) years with up to one additional two-year extension.

All questions or contacts regarding this RFQ must be directed to Cuong Nguyen, Acting Director of Planning & Development, at CuongNguyen@santafesprings.org.

About the City

Incorporated in 1957, Santa Fe Springs is approximately nine square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the City's main thoroughfare. Per the California Department of Finance Demographic Research Unit, the City's 2020 population consists of 18,295 residents and 5,514 housing units.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses. Currently, there is zoned 3,161 acres industrial, 560 acres residential, 458 acres commercial, 147 acres mixed use, 113 acres public facilities, and 92 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by the California Environmental Protection Agency.

Project Description

The City of Santa Fe Springs intends to select a limited number of qualified firms who will be called upon to provide technical assistance in preparing initial studies and environmental assessments, and peer review of applicants' environmental documents. All services shall be performed on an as-needed, project-by-project basis pursuant to a request from the City, with no guarantee that any minimum number of services will be requested. The initial contract term under this RFQ shall be three (3) years. Upon mutual agreement of the parties, the contract may be extended for two (2) years up to one (1) time, for a total of five (5) years.

Scope of Services

The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of California Environmental Quality Act (CEQA) documents, which may include Environmental Impact Reports, Initial Studies/Negative or Mitigated Negative Declarations, Addenda, and Notices of Exemption. The work will require familiarity with all aspects of the California Environmental Quality Act, relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Santa Fe Springs' General Plan, Municipal Code, and other relevant planning documents.

In addition to preparation of the CEQA documents themselves, the firm (or their subconsultants) may be asked to prepare supporting studies or technical analyses, or to peer review applicant-provided studies, in a range of areas, including but not limited to aesthetics, noise, air quality, biological and cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

The following is the general Scope of Work that is expected under the on-call contract. It is anticipated that a detailed scope of work will be developed for each individual project/work order, in consultation with the selected firm. When consultant services are required, staff will submit a request for services to one or more of the on-call firms, including an outline of the proposed project, and expected scope of services. The firm will then provide a proposed scope of work cost estimate and schedule, upon which basis the City will issue a Notice to Proceed/Work Authorization.

Key tasks associated with environmental review may include, but are not limited to:

- Reviewing project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies.
- Providing input and technical advice on the preferred format, scope, and content of the CEQA document.
- Advising on the processing of CEQA documents.
- Attending in-person meetings and/or conference calls with City staff as needed to coordinate preparation of the CEQA document.
- Maintaining project schedules and budgets.
- Conducting environmental scoping, including preparation and mailing of notices, preparation for and attendance at public scoping meetings, and developing summaries of comments received.
- Completion of supporting technical analyses and/or studies, in a manner suitable for incorporation into the environmental document; and/or peer review of studies prepared by project applicant.
- Developing high quality exhibits and graphics for inclusion in the staff reports or CEQA document.
- Preparing required legal notices at the necessary junctures in the CEQA process and coordinating with City staff on posting/distribution and filing of required notices.
- Preparing draft and final environmental documents, including:
    - Coordinating review with City staff and any relevant outside agencies.
    - Coordination with City staff to develop project objectives, alternatives, and mitigation measures.
    - Preparing written analysis.
    - Coordinating public review of draft documents, including attendance at hearings/meetings to receive comments as needed.
    - Compiling, annotating, and preparing responses to comments.

  - Document printing and production, including preparation of electronic versions of public review documents for posting on the City website.
- Drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations, and attending public hearings for adoption as needed.

Proposal Format

Interested firms are to provide the City of Santa Fe Springs with a thorough statement of qualifications including the following sections:

A. Cover Letter. A cover letter, not to exceed three pages in length, should summarize key elements of the statement of qualifications. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the consultant fees and hourly rates will be valid for a period of at least one year. Indicate the address and telephone number of the firm's office located nearest to Santa Fe Springs and the office from where the on-call services will be managed.

B. Background and Experience. This section should include a brief statement of your understanding of the City and the scope of services to be provided in addition to addressing the following items:
   1. Describe the firm's background, business expertise/experiences, specialties, and capabilities to perform the Scope of Services outlined above.
   2. Provide a description of the firm's local, state and/or regional experience in preparing or reviewing environmental documents.
   3. Describe any characteristics of the firm that would be uniquely relevant in evaluating the experience of the firm's ability to handle various potential environmental projects.
   4. Briefly describe the legal challenges your firm's environmental documents have been subject to and the success rate that the environmental documents prepared by your firm have held up to legal challenges.
   5. Provide a description of the methods, including controls by which your firm manages projects of the type sought by this RFQ, and any other project management or implementation strategies or techniques that your firm intend to employ in carrying out the work.
   6. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, including the ability to be timely and responsive.

C. Staffing. Provide a list of individual(s) who would be assigned to work on projects for the City and indicated the functions that each will perform. Include a resume for each designated individual.

   Include a brief description of any subconsultants with whom the firm partners and a description of the services those consultants provide (e.g., air quality, transportation,

etc.). Provide specific examples of projects completed by the firm and subconsultant as a team.

Provide information regarding your firm's current staffing, current workload, and ability to perform the Scope of Work.

Upon award of a contract, and during the contract period, if the firm chooses to assign different personnel to a project, the firm must submit their names and qualifications including information listed above to the City for approval before they begin work.

D. Qualifications and References. The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. Names of key staff that participated in named projects and their specific responsibilities with respect to this scope of services.
    2. A summary of your firm's demonstrated capability, including the length of time that your firm has provided the services requested in this RFQ.
    3. Provide at least five local references that received similar services from your firm. The City of Santa Fe Springs reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
        i. Client Name and contact information
        ii. Project Description
        iii. Project start and end dates
        iv. Client project manager name, telephone number, and e-mail address

E. Fee Schedule. Provide a complete time and materials fee schedule for all services provided by the firm, including hourly rates for all proposed staff. Please include all costs that are typically billed separately as direct expenses (e.g., copy or document delivery fees). Please include any information on subconsultants typically used for specific services.

Submittal Schedule and Instructions

This Request for Qualifications will be governed by the following schedule:

Release of RFQ	March 12, 2024
Deadline for Submitting Questions	March 26, 2024
City Responses to Questions	April 2, 2024
Qualification Statements Due	April 16, 2024
Interview Dates (if needed)	May 6-9, 2024
Qualification Evaluation Completed	May 14, 2024
Select Qualified Firms	June 2024

Qualifications are due before 5:00 PM on April 16, 2024. This submittal deadline is fixed, and extensions may not be granted. All Qualifications received after the deadline shown will be rejected and will not receive further consideration.

Three (3) hard copies and one (1) electronic file shall be submitted to:

City of Santa Fe Springs
Planning and Development Department
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670
cuongnguyen@santafesprings.org

Proposals may be sent by mail or hand-delivered. Proposals must be received at City Hall before the submittal deadline.

The City reserves the right to request clarifications on any aspect of a submittal. The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Qualifications. Expenses include, but are not limited to, expenses by proposer in preparing a Qualification or related information in response to this RFQ; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Qualifications made in response to this RFQ.

RFQ Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Cuong Nguyen, Acting Director of Planning and Development, CuongNguyen@santafesprings.org.

The final day for the receipt of questions shall be before 5:00 PM on March 26, 2024 and will be answered and posted by 5:00 PM on April 2, 2024 to https://www.santafesprings.org/cityhall/planning/econdev/current_rfps.asp.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFQ. Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.

Selection Criteria and Evaluation Process

Although not necessarily exhaustive of the criteria to be utilized, the City intends to use the following evaluation criteria in selecting firm(s):

- Responsiveness to the RFQ: Compliance with RFQ requirements, understanding of the scope, and breadth and depth of response.
- Firm Experience: Demonstrates adequate and relevant experience conducting similar work for other public agencies.
- Project Team and Subconsultants: Has provided all team member resumes with appropriate information, project experience noted, and qualifications noted.
- Client Reference Checks: Satisfaction of prior/current clients, professional reputation of the firm, experience working with cities.

After evaluating all statements of qualifications received, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the RFQ. The individual from your firm that will be directly responsible for carrying out a contract, if awarded, should be present at the oral interview.

Professional Services Agreement

A selected firm will be required to enter into an agreement with the City based on the template attached to this RFQ. Revisions to the agreement provisions will not be accepted.

Public Records

All statements of qualifications submitted in response to this RFQ become the property of the City and are subject to disclosure pursuant to the Public Records Act (Government Code §7920.000 *et seq*.).

EXHIBIT B

CONSULTANT'S PROPOSAL

16 Technology Drive, Suite 139
Irvine, CA 92618-2324
949.537.3222

UES Response to RFQ for

ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

Submitted To:
City of Santa Fe Springs
Planning and Development Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Attention:
Cuong Nguyen
Acting Director of Planning
cuongnguyen@santafesprings.org

4/16/2024 5:00 PM PDT

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SECTION A

COVER LETTER

April 16, 2024

UES
16 Technology Drive, Suite 139
Irvine, CA 92618-2324
o. 949.537.3222

Attention: . Cuong Nguyen
Acting Director of Planning
City of Santa Fe Springs
e. cuongnguyen@santafesprings.org

Reference: Request For Qualifications (RFQ) for
On-Call Professional Environmental Consulting Services

Dear Mr. Nguyen:

NOVA Geotechnical and Inspection Service SoCal, Inc., dba UES ("UES") is pleased to present our services, experience, and interest in providing the City of Santa Fe Springs ("City") with On-Call Professional Environmental Consulting Services. We are a multidisciplinary engineering and consulting firm founded nearly six decades ago, with a current staff numbering nearly 4,000 at 85 full-service locations nationwide. UES is confident that as you read and evaluate our proposal, you will conclude that we have the right qualifications and approach to ensure a successful project. The following highlight key points presented in this proposal.

OUR UNDERSTANDING OF CEQA

UES has extensive capabilities and experience in environmental analysis related to development, housing, and associated sectors throughout California. Our team offers an array of professionals, including some who have nearly 40 years of experience obtaining environmental approvals for development projects under the California Environmental Quality Act (CEQA). Our overall staff is adept with federal, state, and local regulations, including Municipal Codes, General Plans, CEQA, and the National Environmental Policy Act (NEPA). Specifically, we have an in-depth understanding of the intricacies of CEQA practice, incorporating the Public Resources Code, Guidelines, and Case Law, ensuring the appropriate application of CEQA for meeting California's environmental performance and management expectations.

OUR LEAD OFFICE AND REGIONAL RESOURCES

At UES, we consider ourselves partners with the City, sharing a common vision and goal to uphold environmental stewardship while meeting the City's needs. Our Irvine facility and project management team will lead our services, with support from our Escondido office and other area locations, as needed. This bolsters our resources, giving us access to approximately 250 qualified staff—including CEQA practitioners, urban planners, engineers, environmental scientists, and other resource specialists—prepared to serve the City's On-Call program. Our interdisciplinary approach allows us to weave together technical expertise, decision-making processes, and design aspects to cater to the City's unique requirements.

OUR KEY PERSONNEL AND EXPERIENCE

UES personnel have a keen understanding of the preparation of CEQA documents, including Environmental Impact Reports (EIRs), Initial Study/Mitigated Negative Declaration (IS/MND's), Addenda, and Notices of Exemption (NOE) for various projects, as well as permitting and construction issues. Our management team and key technical leads have completed projects for numerous Lead Agencies in California, ranging from municipalities and school districts to energy and transportation commissions. We are currently working on relevant projects for the City of Irwindale, Beaumont Library District and Lynwood and Murrieta Valley Unified School Districts; and we hold On-Call contracts with the Cities of Chino, Hemet, Irvine, Ontario, Santa Ana, and Rancho Cucamonga.

For these on-call services, Area Vice President - California **Martin Lowenthal** will serve as Project Executive. He is the authorized signatory who is able to bind UES on ensuing contracts. **John Gifford, LLB**, will be our Project Manager, overseeing the execution of services. John has 30 years of experience in CEQA compliance and permitting, coordinating, and supervising hundreds of complex programs for local municipalities, county governments, and federal agencies. Our management team is rounded out with **Anna Choudhuri** as Project Director and **Brent L. Moore, CEP**, who will provide Quality Assurance/Quality Control (QA/QC). These environmental professionals bring specific skill sets and nuanced perspectives developed through decades of practical experience.

IN CLOSING

On behalf of our entire team, UES thanks you for your time, consideration, and this opportunity to present our qualifications. In addition to the information touched upon in this letter, our submission also contains further details about our understanding of the Scope of Work, explains our team organization and availability, identifies our resource specialists and their areas of expertise, and provides our fee schedule and ancillary costs. We also demonstrate our capabilities via project experience and provide client references who can speak to our team's care, insight, and quality of performance.

Per the RFQ, this Statement of Qualifications will remain valid for one year from the date of submission. If you have any questions regarding our capabilities, or require further information, SoCal Area Business Development Manager **Stephanie Slonaker** is our primary point of contact and will be regularly available and attentive to the City's communications. She may be reached via the contact information provided below. We look forward to working with you.

Sincerely,
UES

Martin Lowenthal **- Project Executive**
Area Vice President - California
c. 609.271.2997 | mlowenthal@teamUES.com

Stephanie Slonaker **- Point of Contact**
SoCal Area Business Development Manager
c. 909.370.4750 | sslonaker@teamUES.com

SECTION B

BACKGROUND AND EXPERIENCE

BACKGROUND AND EXPERIENCE

FIRM OVERVIEW

UES has provided professional engineering services throughout the U.S. for nearly six decades. **With 85+ locations nationwide, 60 accredited laboratories, and nearly 4,000 team members, UES hosts a broad range of services, including Environmental Consulting and Permitting, Geotechnical Engineering, Materials Testing and Inspections, Geophysical Technologies, and Building Sciences and Code Compliance**. With an established presence in Southern California since 1989, unique acquisitions paired with opening new offices regionally have helped to build our expertise throughout the Golden State. Our breadth of work includes federal (including GSAs), public, and private clients and consists of projects ranging from railroad and transportation to commercial and education. An unmatched passion for our work and pride in contributing to the growth of the communities we serve is derived from strong, meaningful values.

Since 2021, UES has been recognized as #1 on the Zweig Group's Hot Firm List, which honors the fastest-growing firms in the architecture, engineering, planning, environmental, and construction (AEC) industry. UES also ranked #36 on Engineering News-Record's 2023 Top 500 Design Firms, #13 in the General Building category and #24 on the Top 100 Pure Designers. In 2023, UES also received a Business Achievement Award from Environmental Business Journal for expanding capabilities via acquisitions.

#1
Zweig Group's Hot Firm List 2021, 22, 23

#36
ENR Top 500 Design Firms 2023

UES OFFICE IN CHARGE

16 Technology Drive, Suite 139
Irvine, CA 92618
p. 949.537.3222 | TeamUES.com

[**Legal Entity**: Nova Geotechnical and Inspection Services - So Cal, dba UES]

BRANCH & OPERATIONS MANAGER

Bridget Sherman, Branch Manager - Irvine
c. 951.741.7333 | bsherman@teamUES.com

LICENSES / REGISTRATIONS

CA Corporation: 4326850, Status: Good
CA DIR: PW-LR-1000579869, Expires 6/30/24
DSA-Accredited Laboratory (LEA No. 327)

OTHER UES CALIFORNIA OFFICES

Bakersfield, Chula Vista, Escondido, Oxnard, Ridgecrest, Riverside, Stockton, and West Sacramento

UNDERSTANDING OUR GROWTH

In early 2020 the geotechnical landscape was forever changed by the unprecedented union of a few like-minded, leading engineering firms. Complementary in professional services, core values, and customer service-centric views, Universal Engineering Sciences, Inc., GFA International, Contour Engineering, and NOVA Geotechnical & Inspection Services merged to form the UES family of companies, one of the largest, most experienced, and resource-rich organizations of its kind in the U.S. Since then our family of companies has grown to include companies all over the U.S.

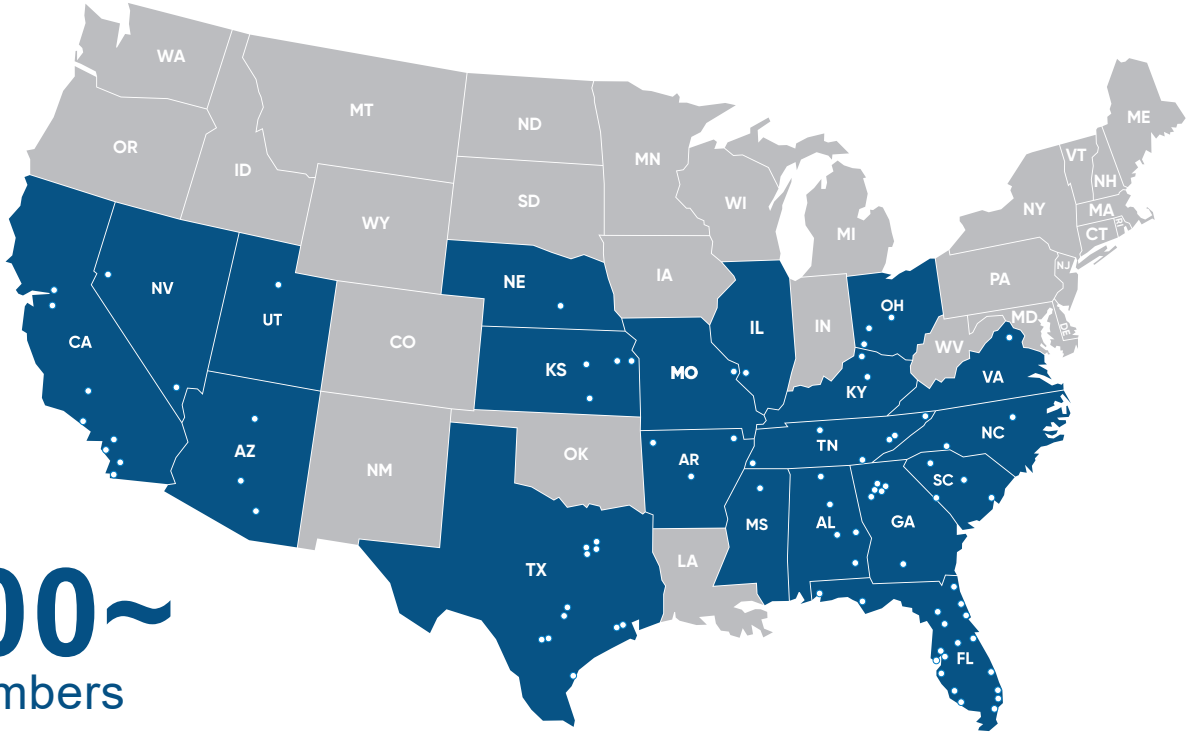
WHAT THIS MEANS FOR YOU

The UES team members in each office have specialized local knowledge of the geography, regulatory compliance, and permitting procedures of the countless municipalities we encounter. Our professionals strive daily to give our clients quality management, service, and innovative solutions for their projects. Networked across offices are professionals redefining excellence, one day at a time, one project at a time. We do this through open collaboration, resource allocation, and the sharing of ideas and experiences. By tapping into our network of experts, we provide our clients with the best of the best, no matter the location of the project. Our depth of staff resources means we can tackle project demands and keep projects on schedule, all with the confidence that highly qualified professionals are delivering our services.

85
Branches

21
States

4,000~
Team Members



UNDERSTANDING OF SCOPE

UES understands that the City is seeking assistance from qualified environmental firms to prepare and review environmental documents related to CEQA. The City may also ask firms to prepare supporting studies, technical analyses, or to provide peer review of applicant-provided studies, including aesthetics, noise, air quality, biology, cultural resources, traffic/transportation, geology, and hydrology.

As an engineering and environmental consulting firm, UES excels in providing cities, counties, and special districts across California with the assistance needed to move projects from design through analyses and approval. Our team is adept with federal, state, and local regulations, including Municipal Codes, General Plans, CEQA, and NEPA. Specifically, we have an in-depth understanding of the intricacies of CEQA practice, incorporating the Public Resources Code, Guidelines, and Case Law, ensuring the appropriate application of CEQA for meeting California's environmental performance and management expectations. Well-respected and steeped in culture, UES is considered a pioneer of the industry and stands at the forefront of influential legislation and proven best practices.

With a substantial UES team across California, we are ready to provide the city with the right team to meet their goals. By tapping into our network of experts, we will provide the City with the best of the best. Our depth of staff resources means we can tackle project demands and keep projects on schedule and budget while meeting the unique parameters that each project, even within the same jurisdiction, may encounter under the nuances of CEQA.

OUR SERVICES

Developing a project in California is challenging and requires a coordinated plan. UES experts have unique knowledge and experience in shepherding the complex California approval process. UES's support allows Lead Agencies to focus on managing the environment, meeting the public's expectations for environmental performance, and creating a better-built environment that is more resilient and sustainable. Our process makes for more timely, effective, and defensible decisions.

UES assists clients in implementing environmental policies and procedures to ensure compliance with the legislative intent of CEQA and NEPA. We take it as a priority to protect the environment while supporting our clients' projects.

In practice, CEQA regulations can be vague or have subjective standards such as "significant effect," "substantial evidence," and "cumulative effect." Hence, the litigation ensuing because of these undefined standards has turned CEQA into a "judge-made law." The courts routinely exercise substantive review of the evidence in the administrative proceedings under CEQA. In other words, environmental policy under CEQA has been driven by the judiciary instead of the legislative or administrative process, which should be regarded as a highly problematic phenomenon. UES environmental professionals work on turning the emphasis of CEQA from an adversarial, procedural act to a cooperative, substantive one, with a CEQA practice that focuses on facilitation.

UES's team synthesizes, reformats, and adapts knowledge generated by investigations to meet the specific needs of each job. Our work provides a rational basis for guiding change and enterprise; more specifically, to create enterprises that are safer and healthier, more resilient to deteriorating forces, and more consistent and harmonious with natural processes, features, and systems than would be possible in an unplanned world, fulfilling the goals of CEQA.

CEQA TECHNICAL SERVICES

- Aesthetics and Visual Resources Impact Studies
- Agricultural Land Evaluation & Site Assessment (LESA)
- Air Quality Impact Studies
- Biological & Ecological Studies
- Cultural Resources Coordination and Analysis; Tribal Consultation
- Energy Impact Studies
- Geologic Studies
- Greenhouse Gas Impact Analysis
- Phase I and II Environmental Site Assessments
- Industrial Hygiene Reports
- Hydrology & Water Resources
- Land Use Studies
- Noise Studies
- Socioeconomic Analysis
- Traffic Impact Studies
- Wildfire Management Plans

LOCAL, STATE, AND REGIONAL EXPERIENCE

Our staff has worked on various levels of CEQA projects across the state and tailor each level of analysis so that it is specific to the geographic area, necessary analysis, and incorporates the growth assumptions for that particular region.

We've prepared and reviewed environmental documents for areas from the Sierra Nevadas to greater Los Angeles, from the Coachella Valley to the coastal communities of San Diego County. UES understands the nuances of each region. For example, a residential development project in the City of Palm Desert may have more issues with traffic increases, air quality, greenhouse gas, and noise than a similar development project in the City of Norwalk, with its access to Metrolink and Amtrak reducing individual trips. Similarly, environmental evaluation related to the General Plan Update in the Town of Colma, known for its myriad historic cemeteries and dense development, was focused on issues related to cultural and biological resources. In contrast, the City of Belvedere only required the preparation of an MND for its General Plan Update, given the density of development and its primary location as an island community in the San Francisco area. This extensive knowledge will bring well-honed focus and accuracy to the services that UES provides for Santa Fe Springs.

WHAT SETS UES APART FROM OTHER FIRMS

It's simple. UES is based locally and has decades of experience serving our surrounding communities. We have seasoned staff who live and work not just throughout Los Angeles County, but across the state. Our professionals know Southern California because it's our home—a place we care about and continually strive to make better. Moreover, UES is a one-stop shop for environmental services. Our team of engineers, geologists, planners, and earth scientists is dedicated to helping create a sustainable and resilient environment that we all rely on for the health of our communities. This global perspective allows us to assist our clients on a wide range of issues across the environmental spectrum. UES offers clients a single-source firm with comprehensive resources to support the complete in-house performance of environmental services.

We specialize in the detection, identification, and remediation of both regulated and unregulated contaminants. We help build better communities through our work with the UESPA Brownfields Grant Program. We help control greenhouse gas emissions and fight global warming through our work on landfill environmental compliance and design, including organic waste diversion programs and the beneficial reuse of biogas for energy generation and pipeline quality gas. Our team is certified across California to perform comprehensive stormwater studies, design, and monitoring. We also assist clients in implementing CEQA policies and procedures to ensure compliance with the legislative intent and priority of protecting the environment while supporting each project.

OUR UNDERSTANDING OF RELATIONSHIPS WITHIN THE CEQA PROCESS

We practice virtually every field of technical analysis in resolving our client's problems. In some cases, the contributions of UES personnel are not very apparent because we make these as second- and third-party evaluators to source projects—usually as specialists in applied professions such as urban planning, environmental science, and engineering—who synthesize, reformat, and adapt knowledge generated by project investigation and area of expertise.

For example, aesthetics, light, and glare from a distribution warehouse in a rural part of the Coachella Valley will have different levels of impact and, therefore, require different adaptation and mitigation compared to the same project in an urban area like Santa Fe Springs. Similarly, UES's Traffic and associated technical area team members (Air Quality, Energy, Greenhouse Gas, Noise) not only ensure that they are current on all regulations and requirements but also work to ensure that their technical analyses are in line with the local Caltrans and Air Quality Board's requirements.

Our Geographic Information System (GIS) services are another example of how we combine decision-making, technical expertise, and design principles into comprehensive and effective solutions. GIS studies the world's physical features, learning about their makeup, how to measure them, the forces that change them, and how humans use them. Thus, GIS and the other disciplines practiced at UES become linked because of a mutual interest in providing a rational basis for guiding change, such as being contemplated by any jurisdiction in implementing their general plan and zoning code.

The City is requesting UES' services for a variety of applied professions to resolve issues faced in the implementation of planning growth under the City's existing General Plan/Coastal Land Use Plan. At UES, we have developed an interdisciplinary approach that weaves the relationship between the technical analysis, decision-making, and design aspects of planning, engineering, and construction to meet our client's needs and comply with all CEQA requirements. With a vast group of management and technical leads for all issue areas under CEQA, UES provides clients with a holistic approach that is cognizant of budget, time frames, and project approvals. **Our understanding and working knowledge of these relationships and their application within the CEQA process further distinguishes UES as a provider of environmental and planning services.**

CEQA LITIGATION HISTORY/LEGAL CHALLENGES

UES has no litigation history regarding the adequacy of a CEQA document. We are proud to acknowledge that none of the environmental documents (whether related to IS/MNDs or EIRs) we have produced have been subject to legal challenges. Our environmental professionals, resource specialists, field staff, and legal experts ensure that our technical analyses and environmental determinations are conducted and reviewed under all current CEQA and NEPA legal requirements. UES senior CEQA staff attend CEQA Case Law updates so that all aspects of our environmental analyses are performed under the latest legal directives.

Our Project Directors and Managers have been practicing CEQA, at a minimum, for over 20 years under all jurisdictions in California and have successfully defended Environmental Impact Reports (EIRs), Initial Studies/Mitigated Negative Declarations (IS/MNDs), and CEQA Categorical Exemptions against plaintiff's challenges without a single loss.

Individually, UES staff have successfully supported CEQA litigation appealed to the California Supreme Court under previous employers. In all lawsuits pursued under CEQA on documents prepared by our staff, there have been no successful Court challenges to CEQA compliance. Instead, the California Courts have upheld the adequacy of lead agency CEQA compliance in 100% of the cases, even if the related planning documents conducted by other planning professionals have fallen under Court purview and lawsuits.

PROJECT CONTROLS

At UES, we pride ourselves on assisting clients in maintaining projects within schedule and on budget, which is critical for CEQA-based services. We don't wait for communications from the City but are proactive in communicating project status, questions, issues to be resolved, and upcoming deadlines, among others items.

To control and monitor costs and schedules, we will create an integrated working relationship with the City through constant communication, whether in person, at meetings, by telephone, or by e-mail. Progress meetings between UES and City staff will be held monthly, at a minimum, and, we will communicate important points to the rest of the UES team. UES will prepare a formal agenda for all progress meetings. Meeting minutes, including key decisions and action items, will be prepared, and will list any needed updates to project schedule or prior action and administrative items.

We typically provide our clients with monthly status reports on a particular project. This is even more relevant for CEQA activities. The monthly project status report will also include any areas of concern and identify areas needing immediate attention, including conflicts and timing of needed decisions to resolve those conflicts. In addition to the formal written reports, progress reporting will occur during frequent conversations and meetings between our Project Manager and the City's staff.

Internally, our staff has a system of weekly project updates to discuss project updates and issues, any potential reasons for delays, and redistribution of assignments, if necessary. This way, we ensure that projects are kept within agreed-upon time frames to ensure punctual delivery of project-related documents, reports and other client products.

COST AND SCHEDULE CONTROL

We will carefully monitor and control project costs and schedule to meet the budget and milestone deliverable due dates agreed upon with the City. UES controls work by building multi-level schedules and establishing milestones at the appropriate level of detail, using the project work breakdown structure as the basis. Our management staff regularly monitors the project's activities, costs, and schedule to ensure that they are consistent with the time frame and goals.

Project schedule is an important component of project management and this will be discussed at all progress meetings. UES will submit a monthly project status report to the City that highlights work performed and upcoming work, including critical paths, milestones, schedule reporting, an estimate of actual percent complete, a summary of current expenditures versus budgeted costs and issues that may affect the above.

PROJECT MANAGEMENT

Communication is key to the success of any project. No matter the size, our proactive and attentive approach to managing a project demonstrates to our clients our dedication to the project's success. Utilizing project management tools such as Deltek Vision, Trello, Microsoft Teams, SharePoint, and MetaField, our team can ensure the project is well-coordinated to maximize resources and minimize surprises, change orders, or delays. To keep projects running smoothly, we provide every means and method of communication, including emails, phone calls, faxes, and in-person or digital meetings.

Following the award of a contract or task order from the City, UES will schedule a kick-off meeting with the necessary personnel to define all required tasks and review the project schedule. Our team will discuss subjects critical to the project's success and develop a budget estimate for approval before performing any tasks. These meetings give all parties to have a clear and concise understanding of the services, process, and applicable guidelines.

CLIENT SATISFACTION

The primary objective of our management team is the City's satisfaction. To meet this objective, there must be a clear understanding of the following after the kick-off meeting:

- The City's goals and objectives
- The City's philosophy and operational procedures
- The scope of services and defined tasks required to complete the various project phases
- The list of equipment and resources required to complete the assigned tasks
- The process for reporting, invoicing, and document control required to meet the City's contract, and procedural guidelines
- The regulatory agency mandates and guidelines governing a particular task or scope
- The project-specific Quality Assurance plan

Each project's process and time frames may differ slightly based on the timing and detail of all background information related to a project and, sometimes, on the responsiveness of responsible and trustee agencies. To satisfy the City and meet project requirements, UES follows the framework of processes below for preparing and reviewing CEQA documents. Sample schedules demonstrating typical time frames for task completion are provided on page 16.

Categorical Exemption

Typically, Categorical Exemption (CE) under CEQA falls under 33 "classes" of project types. These determine how a specific discretionary project would not have a significant effect on the physical and natural environments and, therefore, is exempt from the provisions of CEQA to prepare further review under an Initial Study or any other document. Exemptions are intended to save time and costs related to CEQA compliance for certain activities and projects.

There are no specific procedures for a City or County (or any other agency) to follow prior to approving a project exempt from CEQA; nor does a project under a CE require public notice, a public review period, or notable findings. After approval of a project, the lead agency may, but is not required to, prepare and file a Notice of Exemption (NOE) with the County Clerk's office. We can assist the City in preparing the NOE so that it contains a brief description of the project, the project location, a finding demonstrating how the project is exempt, and citations to the exemptions being relied upon. Although an NOE is not subject to public review or even requires filing with the County, should the City desire to file NOEs, we can assist with all of the necessary forms following the City's approval of a project.

Initial Study/Negative (Mitigated) Declaration

Since an Initial Study (IS) and Negative or Mitigated Negative Declaration (ND/MND) require a more detailed analysis to ensure that a project would not have significant and unavoidable impacts on the environment, UES typically follows the structure below in the preparation of such documents:

KICKOFF MEETING

The project kick-off meeting between UES senior staff and the Lead Agency is an important first step in setting up the CEQA review for a project. The kick-off meeting may be in-person or via teleconference or video conference call. The meeting serves to establish a clear understanding of the project description, scope of work, deliverables, and project schedule. The meeting typically provides the opportunity to discuss data needs, points of contact, communication protocols, environmental issues, and any other logistical, technical, or procedural concerns.

DATA NEEDS ASSESSMENT

UES will prepare a data needs list that will be discussed with City staff at the kick-off meeting. The list will identify data and information needed to develop a project description and for the purpose of the impact analysis in the IS document.

INITIAL STUDY

Upon approval of the project description, UES prepares an IS for a project that considers the 20 issue areas identified under the State CEQA Guidelines.

BACKGROUND STUDIES

UES utilizes our in-house staff to prepare the required technical studies.

DRAFT IS/ND/MND

UES staff prepare a Draft Initial Study for the project, in compliance with the CEQA Guidelines and Statute, using an environmental checklist template approved by City staff. The Initial Study addresses all topical issues identified in the checklist and goes through our internal Quality Assurance/Quality Control reviews prior to publication for public review.

RESPONSE TO COMMENTS

We can assist the City in preparing any responses to comments received on the Draft IS/ND/MND.

FINAL IS/ND/MND

UES also assists in the preparation of a Final IS/ND/MND, a Mitigation Monitoring and Reporting Program (MMRP), if required, and Notice of Completion (NOC) for final submittal of the CEQA document to the County Clerk and State Clearing House (SCH).

Filing of the NOC begins the 30-day statute of limitations period for any potential legal challenge of the CEQA document. These documents also go through all of our internal review processes before being finalized and filed.

MITIGATION AND MONITORING REPORTING PLAN

Should it be required, UES staff can assist in the preparation of an MMRP which identifies all mitigation measures, the timing for their implementation, and entities responsible for ensuring compliance. The MMRP will be adopted by the County when the MND is adopted. Appropriate UES staff will also be available during any work to be conducted on site pursuant to mitigation measures identified in the IS/MND.

ATTENDANCE AT PUBLIC HEARINGS

UES's project manager and relevant technical staff, if necessary, attend Planning Commission and City Council meetings to help respond to questions regarding the Final IS/MND.

Environmental Impact Report (EIR)

UES's environmental group has extensive experience preparing EIRs for various projects. A comprehensive and logical analysis, supported by substantial evidence, with clearly explained methodologies, is critical to a successful environmental document. All of this information should be presented in a way that is accessible and understandable to all members of the community, including the decision-makers. We therefore adhere to the following structure in the preparation of such documents:

KICK-OFF MEETING

As with Initial Studies, we hold a project kick-off meeting between UES senior staff and the Lead Agency in order to set up the CEQA review for a project.

DATA NEEDS ASSESSMENT

UES will prepare a data needs list that will be discussed with City staff at the kick-off meeting. The list will identify data and information needed to develop a project description and for the purpose of the impact analysis in the EIR document.

PREPARATION OF NOTICE OF PREPARATION (NOP)

Preparing an NOP signals to the public and all interested agencies the start of environmental reviews for a project. We can assist in preparing and submitting the NOP to the SCH and recording all comments reviewed during the NOP review period. Likewise, our project management staff typically assist clients with preparing for and attending any associated Scoping Meetings.

PREPARATION OF DRAFT EIR

Typically, we prepare Administrative Draft EIRs (ADEIRs) and all technical reports for client reviews before we proceed with a Draft IER that would go out for the CEQA-required 45-day public and agency review period. The ADEIR contains not only an analysis of a project's compliance with the 20 issue areas under CEQA but also an evaluation of project alternatives, a project's growth- inducing impacts, and even an analysis of those issue areas that did not have any significant impacts under the EIR analysis. The ADEIR is forwarded to our client for review and comments and is revised as needed to ensure that a legally defensible document has been made available to all as the Draft EIR for a project.

PREPARATION OF FINAL EIR

Once the public review period closes and all comments have been received from agencies and interested members of the public, UES prepares an Administrative Final EIR (AFEIR) for client review. The AFEIR includes any revisions to the DEIR document, responses to comments, and numerous CEQA-required portions such as a Statement of Overriding Considerations, a Finding of Consistency, and a Mitigation and Monitoring Reporting Plan (MMRP). Internal QA/QC procedures are followed before submittal of any final EIR documents to our client.

PREPARATION OF RELEVANT NOTICES

An EIR requires a few additional notices in relation to an IS/MND, and we typically account for such tasks in the EIR preparation for a project. We are here to assist our clients so, if needed, we can submit all EIR-related notices to the appropriate agencies at each stage of the EIR process.

ATTENDANCE AT PUBLIC HEARINGS

UES's project manager and relevant technical staff attend Planning Commission and City Council meetings to help respond to questions regarding the Final EIR.

Peer Review of CEQA EIR and Technical Studies

UES staff also routinely conduct peer reviews of CEQA documents and related technical studies. Based on the direction provided by the City, this scope of work assumes that a project applicant and their consultant would provide the CE, IS/MND, or EIR and all Technical Studies for a thorough review of compliance with State and City regulations, analysis of impacts, and the identification of potential mitigation measures. UES's approach to conducting the technical peer review encompasses four primary considerations:

- A review of the methodology, analysis, and findings to determine if the potentially significant environmental effects of the build and no-build alternatives have been adequately analyzed, disclosed, and mitigated;
- Compliance with CEQA (amended CEQA Guidelines [2023]);
- Technical accuracy of analysis in support of conclusions and findings of significance; and
- Internal consistency of the document.

National Environmental Policy Act (NEPA)

Projects funded or requiring permits under Federal agencies typically fall under the previews of NEPA. Most of these types of environmental reviews either fall under a CE with an Environmental Review Record (ERR) or an Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI). Depending on the intensity or location of a project, NEPA may also require an Environmental Impact Statement (EIS).

UES's planners and environmental specialists have worked on NEPA documents related to a number of federal agencies, such as the United States Housing and Urban Development (USHUD), the United States Environmental Protection Agency (USEPA), and others. While environmental reviews under NEPA are similar in nature to those under CEQA, in the level of detail and format, NEPA is often viewed as primarily procedural with a narrower focus on process.

However, NEPA reviews also require the preparation of appropriate notices, environmental and technical documents, and public and agency coordination. As with our CEQA group, UES' NEPA staff can assist the City at every step of the NEPA process and even with the appropriate permitting application and submittal.

QA/QC

Quality Assurance/Quality Control (QA/QC) is an essential component of a project to help ensure that completed documents meet all agency requirements, whether at a local, State, or federal level. UES has established QA/QC processes and protocols for all of our work products to ensure that any issues are identified and addressed well ahead of project submittals. This ensures that all work completed on a project is checked and completed with a uniform standard of quality and accuracy. We have an established set of internal peer reviewers consisting of experts from UES who will regularly perform QA/QC activities on all deliverables. Typically, our assigned Project Manager conducts all initial document reviews to ensure that we address initial issues related to the content and form of a document. Our documents are always reviewed by senior QA/QC staff prior to submitting project documents to the client. We duplicate these tasks of Project Manager and QA/QC reviews following any revisions and document updates and prior to submitting final project documents and reports.

SAMPLE SCHEDULES

The following schedules for our CEQA-based services include tasks and time frames typically required for completion:

EXAMPLE SCHEDULE - CATEGORICAL EXEMPTION (CE)	
TASK	COMPLETION
Project Kick-Off	1 day
Data Needs Request	2 days
Preparation of Administrative Draft CE	2 weeks
Preparation of Final CE	1 week

EXAMPLE SCHEDULE - INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION (IS/MND)	
TASK	COMPLETION
Project Kick-Off	1 day
Data Needs Request	5 days
Preparation of Administrative Draft IS/MND	6-12 weeks
▪ *Preparation of Technical Studies (dependant on Traffic and Cultural Resource data needs)*	*7-11 weeks*
Preparation of Public Draft IS/MND	2 weeks
▪ *Preparation of Notices*	*1 day*
Preparation of Final IS/MND	1 week
▪ *Preparation of Mitigation Monitoring and Reporting Program (MMRP)*	*2 days*
▪ *Preparation of Notices*	*1 day*

EXAMPLE SCHEDULE - ENVINRONMENTAL IMPACT REPORT (EIR)	
TASK	COMPLETION
Project Kick-Off	1 day
Data Needs Request	5 days
Preparation of Administrative Draft EIR	5-8 months
▪ *Preparation of Technical Studies (dependant on Traffic and Cultural Resource data needs)*	*3-6 months*
▪ *Preparation of Notice of Preparation (NOP)*	*1 week*
Preparation of Public Draft EIR	2 weeks
Preparation of Administrative Final EIR	3 weeks
▪ *Preparation of Mitigation Monitoring and Reporting Program (MMRP)*	*2 days*
▪ *Preparation of Notices*	*2 days*
▪ *Preparation of Findings of Consideration, Statement of Overriding Considerations*	*1 week*
Preparation of Final EIR	2 weeks

EXAMPLE SCHEDULE - CEQA PEER REVIEW	
TASK	COMPLETION
Project Kick-Off	1 day
Peer Reveiw of Technical Reports	4 days
Peer Reviews of IS/MND	2 days
Peer Review of EIRs	5-8 days

SECTION C

STAFFING

STAFFING

MANAGEMENT APPROACH AND TEAM ORGANIZATION

For over 20 years, UES has partnered with cities, counties, special districts, public and private power producers, urban development corporations, school districts, and the environmental restoration community to develop high-quality environmental reports and technical analysis to support legally defensible reports pertinent to CEQA and NEPA. Our proposed team has a tested and proven organizational structure used successfully on past assignments.

PROJECT MANAGEMENT TEAM

We have carefully selected a management team that provides unsurpassed expertise in their respective roles. The team comprises **John Gifford, LLB,** as Project Manager, **Anna Choudhur**i as Project Director, and **Brent L. Moore, CEP**, as QA/QC Lead. This trio of professionals are complementary in their qualifications for CEQA-related services.

John has more than 30 years of experience in CEQA compliance and permitting. He has managed hundreds of complex CEQA projects and authored various articles and presentations to federal and state agencies. John is a lifelong resident of the Inland Empire and has served as the former Regulatory Compliance Director for Eastern Municipal Water District, the Vice President of Planning for RBF Consultants and Tetra Tech, Inc., and has served as the Chairman of the Hemet Planning Commission for more than ten years. His work includes dozens of large CEQA projects for cities and counties throughout Southern California.

John will provide overall project oversight, communications with City staff, attendance at Planning Commission and City Council meetings, coordination with the UES internal team, and final reviews of all CEQA documents and notices. Anna and Brent are the go-to experts for reviewing complex CEQA documents for California cities, counties, and State agencies.

Anna is our Director of Planning, Permitting, and Environmental Services for the Southern California region and will serve as UES's senior project team representative to the City. She has 23 years of experience preparing and evaluating environmental documents related to CEQA and NEPA and procuring, managing, and reporting on grants across multiple states. Anna has extensive project experience managing, preparing, and conducting peer reviews of Environmental Impact Reports, Initial Studies, Mitigated Negative Declarations, Negative Declarations, and Categorical Exemptions. Her CEQA background varies across California and has included projects such as the California High-Speed

Rail, the University of California school system, General and Specific Plans, transportation, utilities, and many others. Anna has also managed NEPA housing, infrastructure, and transportation projects across Arizona, New Mexico, and Louisiana. As a former Planning Commissioner and Chair of the City of Davis Planning Commission, Anna approaches and manages projects not only from an environmental planner's perspective and the action's social, financial, and economic ramifications.

Brent is a CEQA practitioner with 35 years of experience in environmental documentation, management, training, and regulatory permitting. His specific expertise includes directing environmental assessments and impact reports under CEQA and NEPA, especially for large-scale, complex, multidisciplinary development projects where coordination of a diverse technical team and extensive public interaction is critical. He also manages studies on cultural and historic resource assessments, transportation, visual impact analysis, and resource management. Further, he provides technical direction, production, and client and agency coordination for development of infrastructure projects.

SOURCE SPECIALISTS

We have designated a UES Resource Specialist to assess each resource area included in a given Initial Study. Our team of qualified scientists, engineers, planners, and environmental staff has been selected based on their CEQA knowledge and relevant project experience. These specialists are identified in the organizational chart on the following page.

INTEGRATED TEAM FUNCTIONS & STRENGTHS

We understand that the City does not have an unlimited budget. To that end, we will provide the highest quality technical expertise under the direction of senior staff, supported by junior staff where possible. We will utilize the same interdisciplinary team of natural resource professionals with extensive experience working together throughout all phases to prepare the CEQA documentation.

A PARTNERING APPROACH

UES's team of environmental specialists will work side by side with City staff. We believe this is more than a documentation project—it is a multi-step process requiring a united effort in all areas to succeed.

SUB-CONSULTANTS

In providing our services for this contract, we emphasize our dedication to managing all aspects of the project in-house. UES's capable and proficient team, equipped with cutting-edge resources, ensures a direct and seamless execution of CEQA-based projects without reliance on sub-consultants.

However, we recognize that unique circumstances may arise, and in such cases, if the need for a sub-consultant occurs, we will promptly and transparently notify the City. Our primary objective remains to handle the project independently, upholding the highest standards of quality and efficiency throughout the entire process. Our proactive approach to collaboration ensures that we keep you informed every step of the way, fostering a strong partnership and delivering exceptional results promptly.

WORKLOAD AND AVAILABILITY

We are committed to providing necessary resources to support and advise the City throughout this process, including ongoing public involvement and consensus building. As we engage in long-term contracts with indefinite quantities, our workload is subject to individual work orders, making it challenging to predict. Nevertheless, drawing from our extensive prior experience, we are confident that our current and future workload capacity exceeds the requirements to promptly and efficiently execute all necessary services for this contract. All team members are immediately available to serve the City's projects. Moreover, with six additional full-service offices in California, and more regionally, UES has the resources necessary for a strong, scalable response to the City's most critical needs.

PROXIMITY TO SANTA FE SPRINGS

UES's Irvine facility is a convenient 30 minutes from Santa Fe Springs City Hall. This office will coordinate the contract, supported by resources and personnel from our other California locations, as needed so that we can ensure successful and efficient completion of projects assigned under the City's On-Call Services program.

ORGANIZATIONAL CHART

The organizational structure of our team is demonstrated in the chart below. Each team member possesses the required knowledge, skills, licenses, certifications, and experience necessary to meet the requirements specified in this RFQ. Key personnel are marked with an asterisk (*), and their resumes follow this chart. Resumes for all Resource Specialists can be provided upon request.

CITY OF SANTA FE SPRINGS

PROJECT EXECUTIVE
Martin B. Lowenthal*
Area Vice President - California

POINT OF CONTACT
Stephanie Slonaker
Area Business Development Manager

OPERATIONS MANAGER
Bridget Sherman
Branch Manager - Irvine

PROJECT DIRECTOR
Anna Choudhuri*

PROJECT MANAGER
John Gifford, LLB*

QA/QC
Brent L. Moore, CEP*

RESOURCE SPECIALISTS

Aesthetics; Land Use; Population and Housing; Wildfires
Anna Choudhuri*

Hydrology and Water Quality
Dwight Smith*
Brett Bottenberg, PE, CEM

Air Quality; Greenhouse Gases; Energy; Noise
Austin Moore*

Public Services
Brent L. Moore, CEP*
Cagnie Duncan
Isabel Ramos

Biology
Andrew Butsavich*
Justin Romanowitz*

GIS
David Miceli*
Justin Ramonowitz

Tribal Resources; Cultural Resources
Ted Roberts, MA, RPA*
John Gorczyk, PhD, RPA

QA/QC
Brent L. Moore, CEP*
Kurt Schlyer
Anna Choudhuri
John Gifford

Agricultural/Forestry; Utilities; Mineral Resources; Recreation
Isabel Ramos*
Cagnie Duncan
Kurt Schlyer

Traffic and Transportation
Brent L. Moore, CEP*

Hazards and Hazardous Materials
Tomokazu Taniuchi, CIH, CSP, CHMM, CEM, CAC*
Brett Bottenberg, PE, CEM

Geology and Soils
Dean Stanphill, PE, GE, CEM*
Jacquelene Betancourt
Kurt Schlyer

ANNA CHOUDHURI

DIRECTOR OF PLANNING, PERMITTING & ENV. SERVICES

Anna Choudhuri brings 23 years of experience with business development, project management, team building, and staff and sub-consultant oversight to her role with UES. She provides CEQA/NEPA document review, analysis, and preparation, as well as Senior Quality Assurance and Quality Control reviews. Anna has worked on over 200 projects across California, New Mexico, Arizona, Washington, and Louisiana, with budgets up to $5 Million, including annexations, development, General Plans, Specific Plans, public schools and universities, energy and solar, financial analysis, transportation, and water/wastewater utilities. Her notable work also includes several third-party reviews of the CA High Speed Rail EIR/EIS. Anna is well-versed in maintaining compliance with local, state, and federal laws and regulators. She has served as a Planning Commissioner and Chair for the City of Davis, California as well as on the boards for the California APA, Louisiana APA, and the AEP, and has presented at conferences, including the APA, California League of Cities, and U.S. EPA Region 6 Brownfields.

EDUCATION

MA, Urban and Regional Planning, University of New Orleans, LA

MA, Economics and Finance, University of New Orleans, LA

BA, English Literature, St. Xavier's College, University of Calcutta, India

YEARS OF EXPERIENCE

23

LICENSES & CERTIFICATIONS

CA AEP Mentorship Program

CA APA 2021 Planning Leadership Academy

Dale Carnegie and Associates, Dale Carnegie Skills for Leadership Success

US EPA:

- New Grantee Training
- Quality Assurance Training

UCD Classes on Mitigation Monitoring, Preparing CEQA/NEPA Documents, SMARA Training and Updates

Developing Defensible CEQA Thresholds

AEP's Advanced CEQA Training

OMR SMARA Workshop

Successful CEQA Compliance

PROJECT EXPERIENCE

- **Amazing Facts Ministry EIR,** Placer County, CA
- **Boyle Heights Community Plan Update EIR,** Los Angeles, CA
- **City of Delano - Annexation 50 IS/MND,** Delano, CA
- **City of Eastvale - Jurupa Community Services District - Eastvale Community Center IS/MND,** Eastvale, CA
- **City of Half Moon Bay - 320 Church Street IS/MND,** Half Moon Bay, CA
- **City of Ione - Charles Howard Park Improvement IS/MND,** Ione, CA
- **City of Palmdale - Climate Action Plan IS/MND,** Palmdale, CA
- **City of Pittsburg - Bay Point BART Master Plan EIR,** Pittsburg, CA
- **City of Sacramento - Panhandle Annexation and Planned Unit Development EIR,** Sacramento, CA
- **City of Walnut Creek - Climate Action Plan Addendum to the Walnut Creek General Plan EIR,** Walnut Creek, CA
- **Environmental Coordinator,** City of Elk Grove, CA
- **Los Angeles Unified School District - Cienega Elementary School Redevelopment Project EIR,** Los Angeles, CA
- **Oakland Unified School District - Downtown Educational Complex Project IS/MND,** Oakland, CA
- **County of Butte Housing Authority - Gridley Farm Labor Housing Rehabilitation MND/CE,** Butte County, CA
- **County of Sutter Consolidated Housing Authority - Maple Park EA,** Sutter County, CA
- **City of Elk Grove - Storm Drainage Master Plan EIR,** Elk Grove, CA

LICENSES & CERTIFICATIONS CONTINUED

CAL LAFCo Staff Training Workshop

National Fish and Wildlife Foundation Leadership Training

Delta Regional Authority's Certified Project Coordination Academy

Delta Redevelopment Authority, Disaster Recover Manager Training

Louisiana Regional Safety Coalition Training

ANNA CHOUDHURI

DIRECTOR OF PLANNING, PERMITTING & ENV. SERVICES, RESUME CONTINUED

PROJECT EXPERIENCE

- **City of Livingston General Plan Update EIR,** Livingston, CA
- **City of Mendota - River Ranch Specific Plan IS/MND,** Mendota, CA
- **County of Napa General Plan Update,** Napa County, CA
- **City of Pinole General Plan Update EIR,** Pinole, CA
- **City of Pittsburg - Mt. Diablo Resources Recovery Park EIR,** Pittsburg, CA
- **City of Taft General Plan Update EIR,** Taft, CA
- **City of Victorville - Victorville Old Town/Mid Town Specific Plan IS/MND,** Victorville, CA
- **Fresno County LAFCo Comprehensive Municipal Service Review,** Fresno County, CA
- **County of Kern - Garlock Pit Mine EIR,** Kern County, CA
- **Environmental Manager and Planning Staff,** Cities of Elk Grove, Hughson, and Rocklin, CA
- **County of Imperial - East Brawley Geothermal EIR,** Imperial County, CA
- **County of Merced - Natural Gas Pipeline IS/MND (confidential client),** Merced County, CA
- **County of Tulare - Harvest Power Anaerobic Digester EIR,** Tulare County, CA
- **County of Tulare - Solar Generation Facilities (confidential clients) IS/MNDs Project,** Tulare County, CA
- **City of Modesto - Woodglen Specific Plan Focused EIR,** Modesto, CA
- **State of California High Speed Rail Authority - Fresno to Bakersfield Revised Draft EIR/ Supplemental Draft EIS - Peer Reviewer,** Multiple Counties, CA
- **Kern Council of Governments 2018 Regional Transportation Plan/Sustainable Communities Strategy EIR,** Kern County, CA
- **University of California Riverside Mobility Hub and Central Campus Linkages,** Riverside, CA
- **Rancho Cordova Parkway Interchange EIR/EA,** Rancho Cordova, CA
- **City of Livingston - Domestic Waste Water Treatment Plant EIR,** Livingston, CA
- **City of Hanford Water Well Rehabilitation and Replacement IS/ND,** Hanford, CA
- **City of Eastvale - Jurupa Community Service District Sewer Master Plan IS/MND,** Eastvale, CA
- **Consolidated Irrigation District Groundwater Banking Facility IS/MND,** San Joaquin Valley, CA
- **Golden Hills Community Service District - New Well IS/ MND,** Tehachapi, CA
- **City of Tulare Roadway Improvement Project - Preliminary Environmental Study (PES),** Tulare, CA

JOHN E. GIFFORD, LLB

PRINCIPAL - MAJOR PROJECTS

John Gifford has over 30 years of experience managing environmental studies and compliance programs. He is experienced in coordinating and supervising hundreds of complex programs for local municipalities, county governments, and federal agencies. John has managed programs that were recognized by the General Services Administration (GSA) as #1 in customer service for seven consecutive years. He is a former member of the Nation Association of Environmental Professionals NEPA Policy and Energy Committees and served on the SCAQMD Rules TAC Committee, the California TRITAC, and the Western Association of Governors TAC. Additionally, he is the author of articles covering economic trends, community BRAC environmental approaches, and regulatory process analysis. Due to his list of accomplishments, John became the recipient of numerous rewards for excellence from the Department of Defense for his work on critical infrastructure EIR/EIS documents and for strategic environmental planning programs.

EDUCATION

LLB, Law, Western State University, College of Law

AA, Liberal Arts (Economics), Chaffey College

AS, Biology, Chaffey College

YEARS OF EXPERIENCE

30

PROJECT EXPERIENCE

- **Lincoln Avenue Widening IS/MND,** Anaheim, CA
- **Warner Avenue Widening EIR,** Santa Ana, CA
- **Harbor Boulevard Improvement Project - CEQA/NEPA Compliance,** Costa Mesa, CA
- **Fire Station No. 2 IS/MND,** Newport Beach, CA
- **Land and Airspace Acquisition Program - Army National Training Center,** Fort Irwin, CA
- **Supplemental EIS - Land Expansion Program - NTC,** Fort Irwin, CA
- **Prado Dam Enhanced Water Conservation Feasibility Study EIS/EIR - USACE LA District & Orange County Water District,** Orange County, CA
- **Port of Los Angeles - USS Iowa EIR,** Los Angeles, CA
- **MWD - Clean Water Factory EIS/EIR,** San Bernardino, CA
- **USACE Port of Los Angeles - Pacific L.A. Marine Terminal SEIS/SEIR,** Los Angeles, CA
- **Riverside County Flood Control & Water Conservation District - Eagle Canyon Dam EA/EIR,** Riverside, CA
- **Airspace Environmental Assessment - MOA Reconfiguration - MCB Camp Pendleton,** Oceanside, CA
- **NTC Fort Irwin CTC-IS Communications EA and Mitigation Monitoring - US Army,** Fort Irwin, CA
- **North Basin Recharge Facility EIR - City of Riverside Public Utilities Department,** Colton, CA

BRENT L. MOORE, CEP

DIRECTOR OF PERMITTING, PLANNING, & ENVIRONMENTAL

Brent Moore has 39 years of industry of planning and environmental assessments. His experience includes leading the development of solar, wind, and battery energy storage projects within California and Nevada applying forefront of renewable energy technology, project development, finance, engineering/design, construction, and operations. Brent leads a selection of professionals and specialists which synthesize, reformat, and adapt knowledge generated by investigations. Brent also has experience in managing and processing of CEQA/NEPA environmental reports and related documents. In recent years, Brent's practice includes the regulatory and environmental aspects of developing marine oil terminals (MOT) in North America, crude by rail facilities, renewable energy projects, and highway projects. He has performed due diligence, estimating and planning for major capital and expense budgets, and the management of a full range and scope of storage terminal, refineries, and pipeline infrastructure projects.

EDUCATION

MS, Geography-Urban, Regional, & Environmental Planning, Brigham Young University, Provo

BS, Geography-Planning, Brigham Young University, Provo

BA, Public Administration, Brigham Young University, Provo

YEARS OF EXPERIENCE

39

LICENSES & CERTIFICATIONS

Certified Environmental Professional No. 07040406, the Academy of Board-Certified Environmental Professionals

California Community Colleges, Instructor Credential – Government (Theory and Practice, Local and International), The Board of Governors of California Community Colleges

SPECIALIZED TRAINING

40 Hour Hazardous Waste Operations Training, 2004

8 Hour Hazardous Waste Operations Refresher, 2023

First Aid and CPR 2022

PROJECT EXPERIENCE

- **Lynwood High School Demolition & Reconstruction CEQA Document,** Lynwood, CA
- **Irwindale Brew Yard Development EIR,** Irwindale, CA
- **Carnegie Library Expansion IS/MND,** Beaumont, CA
- **Public Works Dept. On-Call Environmental Services,** County of San Luis Obispo, CA
- **Sutter Hill Transit Center CEQA IS/MND,** Sutter Creek, CA
- **Tuolumne County Regional Transportation Plan - Program EIR,** Sonora, CA
- **City of Sacramento - Riverdale North PUD - CEQA IS/MND,** Sacramento, CA
- **Neal Road Sanitary Landfill Expansion CEQA/NEPA IS/MND and EA - Finding of No Significant Impact,** Oroville, CA
- **Alpine County Regional Transportation Plan 2005-2025 CEQA IS/MND,** Markleeville, CA
- **Roseville Energy Park/ Roseville Electric – City of Roseville Land Use Analysis and Traffic Impact Analysis for California Energy Commission Application for Certification - CEQA EIR,** Sacramento, CA
- **Butte County Fire Station No. 27 - Honey Run - CEQA Documentation and Site Planning,** Chico, CA
- **Los Alamos Hills Master Plan and EIR,** Murrieta, CA
- **Blakely-Swartz Ranch Specific Development Plan - General Plan Amendment and EIR,** Butte County, CA
- **Sacramento County - Bradshaw Landing Quantitative Risk Analysis EIR,** Sacramento, CA
- **Vista De Oro Mixed-Use Project IS/MND - City of Hollister Planning Dept.,** Hollister, CA
- **City of Winters General Plan and Master EIR,** Winters, CA
- **Roseville Galleria Mall Traffic Impact Study,** Roseville, CA

KURT SCHLYER

CITY PLANNER / ENVIRONMENTAL PLANNER / PROJECT MANAGER

Kurt Schlyer is a CEQA/NEPA expert who has managed and written environmental documents for 20 years. As an Environmental Planner and Project Manager, Kurt has managed large teams of staff and technical sub-consultants on complex Environmental Impact Reports (EIR's) for large infrastructure and energy projects, developments, residential, commercial and mixed-use projects, pipeline, surface water, and basin-based development projects. His responsibilities encompass technical writing, environmental documentation preparation, and the stakeholder engagement process. His CEQA/NEPA experience includes Environmental Assessments/Initial Studies (EA/IS's) and Environmental Impact Statements and Reports (EIS/EIR's) throughout California and other areas in the United States including general plan amendments and specific plans, large residential development, in-fill projects, major public works, watersheds, infrastructure, and agricultural land conversion projects. In his professional career, Kurt have been responsible for business development, client contact and contract negotiations. He has managed group sales and staffing utilization and marketing in support of both new and existing clients, managed staff marketing efforts, prepared proposals and SOQs, attended management meetings, and provided technical direction and oversight.

EDUCATION

MURP, Urban and Regional Planning Program, Graduate Studies, University of California, Los Angeles

BA, Social Design, Environmental Planning University of Hawaii at Manoa

YEARS OF EXPERIENCE

20

LICENSES & CERTIFICATIONS

Surveying Certificate, University of California, Davis

PROFESSIONAL AFFILIATIONS

American Planning Association

Association of Environmental Professional

PROJECT EXPERIENCE

- **Sunnydale Elementary School CEQA Compliance Services,** Lancaster, CA
- **Lynnwood High School Demolition & Reconstruction CEQA Documentation,** Lynnwood, CA
- **Lisa J. Mails Elementary School TK Modular Classrooms NOE,** Murrieta, CA
- **Irwindale Brew Yard Development EIR,** Irwindale, CA
- **General Plan Update EIR,** County of Montgomery, CA
- **Environmental Review of EIS For Grand Ronde Indian Tribe,** California
- **Santa Rosa Creek Master Plan,** City of Santa Rosa, CA
- **Code Update - Downtown Specific Plan - Land Use - Community Design - & CEQA EIR,** Fontana, CA
- **Environmental Planning for State Route 12 - Caltrans,** Lodi to Sacramento River, CA
- **Heritage Valley Parks Specific Plan,** City of Fillmore, CA
- **Grade Separation at Alameda Tunnel - Alameda County/ Caltrans,** Alameda County, CA
- **MNDs for Various Vineyard Conversions,** Napa County, CA
- **San Sevaine Subsequent Program EIR,** County of San Bernardino, CA
- **Olive Grove Industrial Project EIR,** Rialto, CA
- **Napa County Lot Merger Program,** Napa County, CA
- **Ramona Expressway (Eir),** Perris, CA
- **Harvill Avenue Industrial Complex (EIR),** Riverside County, CA

AUSTIN K. MOORE

CEQA PROJECT MANAGER/ENVIRONMENTAL PLANNER

Austin Moore is currently a CEQA Project Manager/Environmental Planner and subject matter expert for UES' Planning, Permitting, and Environmental Sciences division with over 14 years of experience working side by side with dozens of California's Cities, Counties, and Special Districts. As an environmental planner with an advanced understanding of infrastructure development and land change, he specializes in environmental compliance strategies for land use and local development projects, and in acquiring all necessary local, State, and Federal permit approvals and compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). He has experience coordinating all phases of regulatory review and compliance, including preparing permit applications, facilitating public engagement, participating in hearings and regulatory proceedings, and tracking compliance requirements. Austin brings a creative problem-solving approach to his role as a liaison between the various participants in the planning and project development process, including the project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. He is experienced with public involvement processes and is a skilled public presenter having worked on high profile projects. Austin provides his clients with a rational basis for making decisions regarding land use change and development; more specifically, he strives to create landscapes that are safer and healthier as human habitats, more resilient to deteriorating forces, and more consistent and harmonious with the natural processes, features, and systems than would be possible in unplanned communities.

EDUCATION

MS, Cognitive Science, Universidad de Sevilla, Spain

Completed Graduate Coursework in Planning and Sustainability, University of California, Davis

BA, Latin American Studies, Economics, and Regional Development, University of California, Santa Barbara

YEARS OF EXPERIENCE

14

LICENSES & CERTIFICATIONS

CEQA Advanced Workshop Series, Association of Environmental Professionals | Sacramento, California
Hazardous Waste Operations Network Environmental

Texas Department of Transportation (TxDOT) Pre-Certifications:

- 2.13.1 Hazardous Materials Initial Site Assessment
- 2.14.1 Environmental Document Preparation

40 Hour Hazardous Waste Operations Training, 2009

8 Hour Hazardous Waste Operations Refresher, 2022

First Aid and CPR Certifications 2021

PROJECT EXPERIENCE

- **Lynwood HS Demolition and Reconstruction CEQA Documentation,** Lynwood, CA
- **WesPac Pittsburg Terminal Project,** Pittsburg, CA
- **Targa Marine Oil Terminal,** Port of Stockton, CA
- **Tracy Dirt Pit Amended Reclamation Plan EIR,** Tracy, CA
- **Port of Stockton - Endicott Biofuels Refinery & Terminal - Permitting and CEQA Evaluation,** Stockton, CA
- **PG&E Permitting Assistance On-Call Contract,** Various Locations, CA
- **Queen Olive Galleria IS/MND,** Corning, CA
- **Monterey County Public Works - Caltrans District 5 - Castroville Pedestrian Railroad Bridge ESA PHases I & II and IS/MND,** Castroville, CA
- **Viridity Energy - Calneva Battery Energy Storage CEQA Documentation,** Sacramento, CA
- **RCM LLC - Mixed-Used Infill Brownfield Development - Phase I ESA and CEQA Exemption,** Oroville, CA
- **California Highspeed Rail Authority - Highspeed Rail Corridor Planning Central Valley,** CA
- **Praana Renewables Energy IS/MND,** Lassen County, CA and Washoe County, NV

DWIGHT L. SMITH, PE, PG, C.HG, WRS

PRINCIPAL HYDROGEOLOGIST

Dwight Smith has over 30 years of experience as a consulting hydrogeologist, specializing in groundwater and surface water resource evaluations in the Western U.S., primarily in Nevada and California, along with Arizona, Utah and Idaho. His professional experience includes: water resources development feasibility, water resources management, regional and watershed scale hydrogeologic assessments, groundwater recharge and sustainability evaluations, well design and aquifer pumping assessments, water rights surveying and research, baseline hydrologic monitoring, design of dewatering systems, geochemical evaluations to assess sources of water, computer-aided groundwater and surface water flow modeling, stream flow gaging, stream and groundwater interaction studies, spring evaluations, water quality management plans, and environmental impact evaluations. Dwight has consulted to a wide range of clients, including municipalities; city, county, state and federal agencies; regional water authorities; Indian tribes; private industries including power, mining and manufacturing; resort and recreational developments; commercial and residential establishments; private land trusts; and to other civil, geotechnical, and environmental engineering firms. Dwight is a recognized expert in hydrogeology, having testified in over 20 water right hearings and civil litigation proceedings in Nevada and California. He has been an invited speaker in numerous water resources conferences and seminars.

EDUCATION

MS, Hydrogeology, University of Nevada, Reno

BS, Geological Engineering, Colorado School of Mines

YEARS OF EXPERIENCE

30

LICENSES & CERTIFICATIONS

Professional Geologist

- CA No. 5974
- AZ No. 28482

Professional Geological Engineer, NV No. 11906

Water Right Surveyor, NV No. 1045

Certified Hydrogeologist, CA No. 194

PROJECT EXPERIENCE

BASIN AND REGIONAL SCALE HYDROGEOLOGIC STUDIES

- **Hydrologic Evaluations and Modeling for Aquifer Management,** Salinas Valley and Monterey County, CA
- **Ash Meadows and Devils Hole Hydrogeologic Conditions Review,** Nye County, NV

NUMERICAL FLOW MODELING

- **Ft. Cady Borate Solution Mining Project,** San Bernardino, CA
- **Tahoe Keys Pump Lift Station,** South Lake Tahoe, CA
- **Herlong Utility Coop,** Honey Lake Valley, CA

WELL DRILLING, DESIGN, AND AQUIFER TESTING

- **Squaw Valley Public Services District,** Placer County, CA
- **Sierra County Water Works District No. 1,** SIERRA VALLEY, CA
- **Grizzly Lake Community Services District,** PORTOLA, CA.

SURFACE WATER GAGING AND HYDROLOGIC STUDIES

- **San Joaquin River,** Merced County, CA
- **Salinas River,** Monterey County, CA
- **Little Truckee River,** Sierra County, CA
- **Hamilton Canyon Dam Feasibility,** Sonoma County, CA

ENVIRONMENTAL CONTAMINANT EVALUATIONS

- **SWAT Evaluations & Groundwater Monitoring - 12 Landfill Facilities,** Riverside and San Bernardino Counties, CA

ANDREW BUTSAVICH

ENVIRONMENTAL DEPARTMENT MANAGER

Andrew is an experienced Manager who has provided environmental support for large and small scale development projects, including multiple utility scale solar projects in Southern Nevada. His unique work experience has demonstrated his ability to provide support during all phases of development, from project conception all the way through post construction compliance. He is adept at working with construction staff to develop solutions to environmental issues before they arise in order to maximize productivity. Additionally, Andrew has surveyed thousands of acres in a variety of terrains across urban and remote portions of Nevada and California. In addition to performing general habitat surveys, botanical surveys, specific wildlife surveys and cultural resource surveys, he is skilled at coordinating field staff, logistics, GIS, and the organization, quality control and management of data.

EDUCATION

BA, Environmental Studies, University of Nevada, Las Vegas

YEARS OF EXPERIENCE

11

TRAINING & CERTIFICATIONS

Desert Tortoise Health Assessment Training (HAT) - USFWS

Desert Tortoise Handling Class – Desert Tortoise Council

BLM Biological Assessment Training

PROJECT EXPERIENCE

- **Allegiant Stadium - Kimley-Horn,** Las Vegas, NV
- **Laughlin-Bullhead City Bridge; WSP USA,** Laughlin, NV
- **Horizon Lateral Project - Southern Nevada Water Authority,** Henderson, NV
- **The Club at Sunrise (formerly Desert Rose Golf Course); CH2M,** Las Vegas, NV
- **I-11 Boulder City Bypass; Regional Transportation Commission,** Boulder City, NV
- **Hyperloop - Hyperloop One,** North Las Vegas, NV
- **Clark County Regional Flood Control District,** Clark County, NV
- **Casino Drive Storm Drain; Clark County Public Works,** Laughlin, NV
- **Eagle Shadow Mountain Solar Project - 8minutenergy,** Moapa River Indian Reservation, NV
- **Fairgrounds Detention Basin - Clark County Public Works,** Logandale, NV
- **Copper Mountain III Solar Facility - Sempra Generation,** Boulder City, NV
- **US Army Corps of Engineers 404 Services - Jurisdictional Delineations, Wetlands Delineations, Permit Applications, and Associated Reports**
- **Brent Lane Drainage System Project - Section 8,** Las Vegas, NV
- **Charleston Storm Drain - Union Pacific Railroad to Maryland Parkway Section 8,** Las Vegas, NV
- **Gowan North - El Capitan Branch– Ann Road to Centennial Parkway Flood Control Facility Section 8,** Las Vegas, NV
- **Meadows Charleston Storm Drain Project– Section 8,** Las Vegas, NV
- **Las Vegas Wash Avian Surveys,** Las Vegas, NV
- **Kyle Canyon DB Cleanup - Kyle Canyon Detention Basin - City of Las Vegas Department of Flood Control,** Las Vegas, NV
- **Springs Preserve Cienega – Section 8 - Las Vegas Valley Water District,** Las Vegas, NV

JUSTIN ROMANOWITZ

SENIOR PROJECT MANAGER

With more than 15 years of experience as an environmental consultant, Justin Romanowitz is a seasoned expert with a track record of providing exceptional results. He understands various sectors, such as project management, NEPA-guided biological surveys, and report writing. His geographic information systems (GIS) knowledge has been an invaluable advantage in his career, enabling him to handle complex projects and analyze data precisely. This, coupled with his training in field biology, with a concentration on wildlife studies, desert tortoises, birds, native flora, and invasive weeds, has made him an expert at coordinating and leading NEPA biological surveys and desert tortoise translocations for large-scale projects. Justin has been at the forefront of numerous successful projects, assessing the health of desert tortoises, identifying and locating salvage-restricted plant species, and ensuring compliance with environmental planning documents during construction projects throughout the southwestern United States. He is dedicated to utilizing cutting-edge technology to enhance team communication, information sharing, and project collaboration, making him an essential asset to any project in which he participates

EDUCATION

M.S., Applied Biology, Arizona State University (ASU), Tempe

M.S., Geographic Information Systems, ASU, Tempe

B.S., Environmental Resource Management/Wildlife Habitat Concentration, ASU, Tempe

YEARS OF EXPERIENCE

15

LICENSES & CERTIFICATIONS

Approved BLM Environmental Compliance Manager

Approved USFWS Authorized Biologist for the Desert Tortoise

Approved USFWS Desert Tortoise Health Assessor

PROJECT EXPERIENCE

- **Fire Ecology Database & GIS Analysis,** Yosemite National Park, CA
- **Sprint Communications Fiber Optic Easement Database and GIS Analysis,** Scottsdale, AZ
- **Copper Mountain IV Solar Project,** Boulder CIty, NV
- **Eagle Shadow Mountain Desert Tortoise Translocation Study,** Moapa, NV
- **Crescent Bay - Rare Plant Survey,** Las Vegas, NV
- **Desert Conservation Program Desert Upland Small Mammal Survey,** Boulder City, NV
- **Hyperloop Test Site - Environmental Permit Adherence,** Boulder City, NV
- **I-11 Boulder City Bypass - Environmental Compliance,** Boulder City, NV
- **U.S. Army Corps of Engineers Clean Water Act Permitting and Compliance,** Las Vegas, NV
- **Boulder Solar Project; Solar Facility Surveys and Habitat Assessments,** Boulder City, NV
- **Desert Conservation Program Desert Tortoise Occupancy Study,** Boulder City, NV
- **Silver State South Solar Project Environmental Monitoring,** Primm, NV
- **Bunkerville Detention Basin Cacti and Yucca Salvage Surveys,** Bunkerville, NV
- **Bunkerville Wetlands Restoration,** Bunkerville, NV
- **Techren Boulder City Solar Project Surveys and Habitat Assessments,** Boulder City, NV
- **Townsite Solar Project; Solar Facility*,** Boulder City, NV
- **Tule Springs Detention Basin Construction Monitoring of Burrows for the Western Owl - City of Las Vegas,** Las Vegas, NV
- **Elk Habitat Selection Pattern Study,** Payson, AZ

DAVID P. MICELI

BIOLOGIST, GIS ANALYST

David is a Project Biologist and GIS Analyst with over 13 years of professional experience in the Great Basin and surrounding region. He has held positions with the Bureau of Land Management, Nevada Department of Wildlife, Desert Research Institute, The Great Basin Institute, and private consultants. David areas of expertise include biological compliance, geographic information systems (GIS), data management, habitat assessment, and sage-grouse mitigation. David drives the incorporation of cutting-edge technology and software to ensure efficient and consistent execution of projects. The majority of his environmental consulting experience has been geared toward permitting and implementation of mining, renewable energy, oil & gas, infrastructure, and commercial development projects in accordance with the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA). As a Project Manager, David's attention to detail and extensive background in field survey execution, data management, and technical writing provide a well-rounded skillset that bridges the gap between field and office, ensuring projects are executed to a high level of excellence.

EDUCATION

MS, Geography, University of Nevada, Reno

BS, Environmental Science, Loyola University, Chicago

YEARS OF EXPERIENCE

13

LICENSES & CERTIFICATIONS

FAA Part 107 UAS Remote Pilot

MSHA Part 48 Mine Safety Training

Sage-Grouse CCS Verifier – Fieldwork and GIS (Sagebrush Ecosystem Technical Team)

Burrowing Owl Site Clearance (Arizona Department of Game and Fish)

Introduction to Desert Tortoise Surveying, Monitoring, and Handling Techniques (Desert Tortoise Council)

Plants of the Great Basin (Jerry Thiehm, UNR)

PFC Assessment for Integrated Riparian Management (UNR Extension)

Vegetation Rapid Assessment/Relevé (California Native Plant Society)

PROJECT EXPERIENCE

- **Fort Cady California Corp., Fort Cady Borate Project - Desert Tortoise Surveys,** San Bernardino County, CA
- **Bayswater E&B LLC - Coles Levee 3D Seismic Oil & Gas Exploration Project biological surveys and monitoring,** Kern County, CA
- **E & B Natural Resources Inc. - Cuyama Valley 3D Phase I & II Biological Surveys and Compliance,** Cuyama Valley, CA
- **Venoco Inc. - Hames Valley 3D Seismic Oil & Gas Exploration Project - Biological Surveys and Compliance,** Paso Robles, CA
- **Numerous Clients in the Oil & Gas Industry, Protocol-level Blunt-nosed Leopard Lizard Surveys,** Central Valley, CA
- **Jindalee Resources Limited, McDermitt Exploration Project Environmental Assessment**, Malheur County, OR
- **Occidental Petroleum Corp. - Buena Vista 3D Seismic Oil & Gas Exploration Project - Post-Activity Long-Term Habitat Damage Assessment,** Paso Robles, CA
- **Howard Hughes Village 29 - Migratory Bird Nesting Survey,** Las Vegas, NV
- **Nevada Gold Mines - Twin Creeks Drone Pit Lake Sampling,** Humboldt County, NV
- **Coeur Rochester Inc. - Duffy Pond Restoration,** Humboldt County, NV
- **Hecla Mining Company, Fire Creek Restoration Work Plan,** Mineral County, NV
- **Hecla Mining Company - Humboldt Pit Lake Sampling,** Mineral County, NV
- **Nevada Department of Environmental Protection, Walker River Geographic Response Plan,** Walker River, NV

TED ROBERTS, MA, RPA

DIRECTOR OF CULTURAL RESOURCES

Ted Roberts has more than 23 years of archaeological consulting experience across all regions of the U.S., including projects in 20 states. A Secretary of Interior qualified archaeologist and historian, Ted has managed hundreds of projects ranging from small surveys and monitoring projects to multi-year data recovery efforts, all in support of clients' goals. Areas of expertise include program and project management, technical writing, and cultural/heritage resource regulatory compliance at the federal, state, and local levels. Formerly a cultural resources practice lead in New York City and Southern California, with specialties in the archaeological and regulatory environments of the American Southwest and Southeast U.S., Ted has abundant experience with project organization, implementation, and successful completion. He has developed and executed project budgets and schedules, prepared hundreds of winning proposals and productively coordinated and communicated with clients, agencies, shareholders, and Native American tribes. He has supervised permanent and temporary employees and developed and maintained efficiency and quality practices company-wide at multiple firms. Author of hundreds of technical reports, Ted routinely presents original research at conferences and is a published author in peer-reviewed journals and edited volumes. He prioritizes assisting clients reach compliance with local, state, and federal cultural resource regulations through innovative solutions to complex cultural resources challenges, actualizing accurate budgets, preparing dynamic proposals and technical reports, maximizing efficiency through streamlined project logistics and implementation, leveraging technological applications, staff development and mentorship, and emphasizing the importance of field operations and training.

EDUCATION

BA, Anthropology, Wayne State University

MA, Anthropology (Archaeology), Northern Arizona University

YEARS OF EXPERIENCE

23

PARTIAL LIST OF PERMITS & CERTIFICATIONS

Registered Professional Archaeologist No. 67579909

California Bureau of Land Management, Desert District Cultural Resource Use Permit (CRUP), Principal Investigator

NM SHPO (CPRC) Principal Investigator/Project Director

NM BLM Southeast District Principal Investigator

Secretary of the Interior's Professional Qualification Standards

Utah Public Lands Policy Coordinating Office – Principal Investigator

Arizona Bureau of Land Management Cultural Resource Use Permit (CRUP), Principal Investigator

Arizona Antiquities Act Blanket Permit, Principal Investigator No. 2023-081bl

PROJECT EXPERIENCE

- **Murrieta Cultural/Paleo Class III,** Riverside County, CA
- **California High-Speed Rail Authority,** Kern, Tulare, and Fresno Counties, CA
- **(PSEP) L2000 Blythe to Cactus City Project - West Santa Ana River Replacement Project - and Various Other projects,** Riverside County, CA
- **Ben Clark Training Center (BCTC) Archaeological Survey for Fuels Reduction,** Riverside County, CA
- **Talbert Regional Park Cultural Resources Survey City of Costa Mesa,** Orange County, CA
- **Los Flores Force Main Replacement Cultural Resources Survey,** Los FLores, CA
- **Lost Canyons Development Project,** Ventura County, CA
- **Archaeological Survey of 10K acres and NRHP Eligibility of Archaeological Sites at Fort Irwin,** San Bernardino, CA
- **Archaeological Survey of 7K+ Acres at Fort Irwin National Training Center,** San Bernardino County, CA
- **Shark's Tooth Survey of 566 acres - Bureau of Reclamation's Lower Colorado River Multi-Species Conservation Program (LCR MSCP),** Riverside County, CA

TOMOKAZU TANIUCHI, MPH, CIH, CSP, CHMM, CEM

SENIOR PROJECT MANAGER - OHS

Tomokazu (Tomo) Taniuchi has been working in the Environmental & Occupational Health and Safety Consulting field for the past 17 years. As Senior Project Manager for OHS, he is responsible for environmental and occupational projects, marketing, managing, and providing support to the team professionals. Tomo has experience in chemical exposure monitoring for workers, noise monitoring, and facility sound level mapping, indoor air quality investigations, accident investigation, hazard assessment, safety training, safety program development, Phase I and II Environmental Site Assessments, mold and bacterial testing, asbestos and lead survey sample collection, and asbestos and lead abatement oversight. Tomo has worked with private businesses, insurance companies, manufacturing, and government municipalities.

EDUCATION

MPH, Environmental and Occupation Health, University of Arizona, Tucson

BS, Environmental Science, University of Arizona, Tucson

YEARS OF EXPERIENCE

17

LICENSES & CERTIFICATIONS

Certified Industrial Hygienist, No. 10018

Certified Safety Professional, No. 23257

Certified Hazardous Materials Manager, No. 16092

EPA Lead-Based Paint Risk Assessor, No. LBP-R-16117-3

CDPH Lead Inspector/Assessor, No. LRC-00003337

Cal/OSHA Asbestos Consultant, No. 16-5605

AHERA - Asbestos: Certified Building Inspector; Management Planner; Project Designer; Contractor/ Supervisor

Radon Measurement Professional, No. 111690-RMP

OSHA 30-hour

MSHA 24-Hour Training

vertiDART

PROJECT EXPERIENCE

- **China Lake Naval Base Asbestos and Lead-Based Paint Survey,** Ridgecrest, CA
- **Lead Compliance Plan and Oversight,** San Bernardino, CA
- **Walker Cabin Limited Hazardous Materials Survey,** Lake Isabella, CA
- **Mocettini Cheese Barn Limited Hazardous Materials Survey,** Davenport, CA
- **Commercial Building Limited Asbestos & LBP Inspection,** Sacramento, CA
- **CSU Maritime Academy Coefficient of Friction Test and Glow Testing,** Vallejo, CA
- **Don Bosco School Hazardous Materials Survey,** Rosemead, CA
- **UNLV Tonopah Residence Hall - Asbestos,** Las Vegas, NV
- **Monte Carlo Theater Asbestos and Lead Inspection,** Las Vegas, NV
- **Colorado River Commission of Nevada - Limited Indoor Air Quality Inspection,** Las Vegas, NV
- **728 S Boulder Hwy - Phase II ESA,** Las Vegas, NV
- **PNC-BBVA Due Diligence,** Various Locations, AZ, CA, CO & NM
- **McDonald's USA - Asbestos Inspection,** Various Locations, NV & CA
- **Project NEON - Limited Hazardous Material Surveys,** Clark County, NV
- **Initial and Post Sewage and Fungal Remediation Inspections at Clark County Detention Center,** Clark County, NV
- **City of Las Vegas Municipal Courthouse Subservice Investigation,** Las Vegas, NV
- **Asbestos Abatement Oversight - Clark County Family Courts - Building C,** Las Vegas, NV
- **Camp Lee Canyon Limited Asbestos and Lead Based Paint Investigation,** Las Vegas, NV
- **St. Rose Dominican Rose de Lima Campus - Limited Hazardous Material Surveys,** Clark County, NV

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER

Dean Stanphill has 38 years of relevant experience on geotechnical and environmental projects throughout the western United States. His expertise includes providing forensic engineering, expert witness, permitting, surveying, regulatory compliance, CEQA, and design level services for landfills throughout the United States and internationally. His previous clients have included municipalities and private entities in a variety of environmental projects, such as landfills, bridges, airports, water and wastewater treatment facilities, commercial and industrial centers, and residential developments. His other notable projects include working with municipalities to obtain EPA Grant Funding for Brownfields Assessments and providing professional services for renewable energy projects, including geothermal, solar, and wind energy. Dean is currently the contractor selected to administer the City of Reno USEPA Brownfield Grant. In this capacity, Dean has handled a wide variety of public related projects that involve issues such as in-situ contamination, asbestos and lead based paint, and vapor intrusion. Dean also specializes in looking at property re-use to enhance project and community sustainability.

EDUCATION

MBA, California State University, San Bernardino

BS, Civil Engineering, San Diego State University

YEARS OF EXPERIENCE

38

LICENSES & CERTIFICATIONS

Professional Civil Engineer

- CA No. 43612
- NV No. 013546
- AZ No. 39163
- CO No. 0037454
- PA No. 070975
- NM No. 16190
- NC No. 040447

Professional Geotechnical Engineer, CA No. 2271

Certified Environmental Manager & Assessor (CEM), NV No. 2410

Certified Nuclear Density Gauge Technician

ICC No. 5003405

- Structural Masonry
- Structural Steel and Welding
- Spray-Applied Fireproofing

QSP/QSD/QISP No. 22010

OSHA 40-hour

PROJECT EXPERIENCE

- **Happy Farms Distribution Facility CEQA Documentation,** Arvin, CA
- **Verde School Road and Forrester Road Bridges - Hazardous Materials Study,** Imperial County, CA
- **Irwindale Brew Yard Development EIR,** Irwindale, CA
- **MND for Renewable Natural Gas Pipeline,** Kern County, CA
- **IS/MND (Hydrology and Water Quality Section) - Central Point Parkway,** Santa Clarita, CA
- **Long Boat Solar Project Environmental Services in Support of CEQA,** Hinkley, CA
- **BENA Landfill Renewable Natural Gas Pipeline - CEQA Documentation,** Kern County, CA
- **Gaylord Pacific Resort Hotel and Convention Center - Environmental Site Assessments,** Chula Vista, CA
- **Duke Energy - 1000-Acre Solar - Multiple CEQA-based Studies and Remediation Services,** Hinkley CA
- **Forrester Road Bridge Replacement - Environmental Site Assessment,** Imperial County, CA
- **Santa Clarita Christian Church Hydrology and Storm Water Drainage evaluation,** Santa Clarita, CA
- **CR&R Environmental Services - Phase I & II ESAs,** Anaheim, CA
- **Southwest Gas Sedimentation Improvement Project,** Lake Tahoe, CA
- **Republic Services - Rainbow Environmental Services - Design of Infiltration Gallery for Stormwater Runoff,** Huntington Beach, CA
- **University of California Irvine - Evaluation of Stormwater Runoff and Disposal,** Irvine, CA

ISABEL RAMOS

ENVIRONMENTAL SCIENTIST

Isabel is a dedicated and driven Environmental Professional in training with a Bachelor of Science in Bioengineering. She possesses a strong foundation in scientific principles and analytical skills that are highly relevant to the environmental field. Through coursework in biotechnology, quantitative biochemistry, and biophysics, Isabel has developed a solid understanding of environmental processes and their implications. Her exceptional analytical skills allow her to effectively assess complex data and draw meaningful conclusions. Additionally, Isabel's ability to collaborate effectively in teams, manage projects, and utilize laboratory techniques for environmental research showcases her well-rounded skill set. With a commitment to sustainability and attention to detail, Isabel is well-equipped to contribute meaningfully to the environmental industry. Moreover, she is fluent in both English and Spanish, further enhancing her ability to communicate and collaborate with diverse stakeholders.

EDUCATION

BS, Bioengineering, University of California, Riverside

YEARS OF EXPERIENCE

1

LICENSES & CERTIFICATIONS

OSHA

- HAZWOPER 40-hour
- 10-hour

ACI No. 02223444, Concrete Field Testing Technician – Grade I

Certified Nuclear Density Gauge Technician

PROJECT EXPERIENCE

- **Vineland Elementary School DTSC Compliance,** Bakersfield, CA
- **Sunnydale Elementary School DTSC Compliance,** Sunnydale, CA
- **Marshall Elementary School DTSC Compliance,** Fowler, CA
- **1209 M Street - Phase II ESA,** Bakersfield, CA
- **EHF VOR - Phase I ESA,** Shafter, CA
- **McCutchen and Ashe Road Development - Phase I ESA,** Bakersfield, CA
- **171 N. 2nd Street - Phase I & II ESA,** Grover Beach CA
- **30501 South Tracy Boulevard Initial Study,** Tracy, ca
- **197 W Grand Ave - Phase II ESA,** Grover Beach, CA
- **889 Oak Street - Phase II ESA,** Bakersfield, CA
- **1209 M Street - Phase I ESA,** Bakersfield, CA
- **Redlands Landfill Stormwater Services,** Redlands, CA
- **203-215 Victory Boulevard Phase II ESA,** Burbank, CA

SECTION D

QUALIFICATIONS AND REFERENCES

QUALIFICATIONS AND REFERENCES

UES has a strong history of providing environmental services to municipalities and other public agencies throughout California. **We have delivered work under both project-specific and on-call contracts and are currently qualified with the Cities of Chino, Hemet, Irvine, Ontario, Santa Ana, and Rancho Cucamonga to perform CEQA-based services on an on-call basis.** The following projects demonstrate our capabilities, with client references who can attest to our performance related to services described in the RFQ's Scope of Work.

IRWINDALE BREW YARD DEVELOPMENT EIR

IRWINDALE, CA

The UES team is preparing an Environmental Impact Report (EIR) in the City of Irwindale for the Brew Yard Development Project, which aims to adopt a Specific Plan, create industrial and commercial lots, issue a Conditional Use Permit for quarry reclamation, and secure various approvals. Our environmental services focus is to prepare an EIR that provides for sustainable mitigating components of the Specific Plan. Our Project Manager, Brent L. Moore, CEP, and Kurt Schlyer, our Principal Environmental Planner, are working with team members of the City to analyze resources, align with the City's vision, address issues proactively, maintain effective communication, and ensure on-time, on-budget project execution.

Start/End Dates: 8/2023 - Ongoing

Key Personnel:
Brent L. Moore, CEP - Project Manager
Dean Stanphill, PE, GE, CEM - Principal Engineer

Reference:
Brandi Jones, Senior Planner
City of Irwindale
Community Development Department
5050 Irwindale Avenue, Irwindale, CA 91706
p. 626.430.2260 | **e.** bjones@irwindaleca.gov

CITY OF COACHELLA AIRPORT BUSINESS PARK EIR

COACHELLA, CA

The City of Coachella is in the process of completing an Environmental Impact Report for the Airport Business Park development project. Situated in a Heavy Industrial zone, the proposed project would require a Zoning Amendment to MC – Mixed Commercial to allow for the development of approximately 49 acres with industrial and storage uses, office buildings, a restaurant, and a gas station, as well as an Imperial Irrigation District power facility. Located adjacent to State Route 86 to the east and north of Airport Boulevard, the currently undeveloped site would bring approximately 698 new employees to the City. Having worked on the Project IS/MND, UES team member Anna Choudhuri is developing the EIR for the related project.

Start/End Dates: 2022 - Ongoing

Key Personnel:
Anna Choudhuri, Project Manager

Reference:
Larry Larson
Haagen Company
Indio Grand Marketplace
82227 US Highway 111, Suite A-2, Indio, CA 92201
p. 760-289-6634 | **e.** llarson@haagenco.com

CITY OF HEMET PROJECT 69 IS/MND

HEMET, CA

The proposed project would subdivide a 60.86-acre site into four parcels. Each parcel would be developed with an industrial warehouse facility (four warehouse buildings total) with a combined gross floor area of approximately 1,101,894 SF. The proposed project would include parking, infrastructure, and landscape improvements corresponding to each building. Additionally, a large infiltration basin is proposed along the western Project boundary with an approximate area of 171,762 SF. As a UES team member, Anna will be provide peer review services for the IS/MND and associated technical reports.

Start/End Dates: 11/2023 - 6/2024

Key Personnel:
Anna Choudhuri, Project Manager

Reference:
Monique Alaniz-Fletzer
Community Development Director
City of Hemet
445 E Florida Avenue, City Hall, Hemet CA 92543
p. 915.765.2375 | mfletzer@hemetca.gov

CARNEGIE LIBRARY EXPANSION

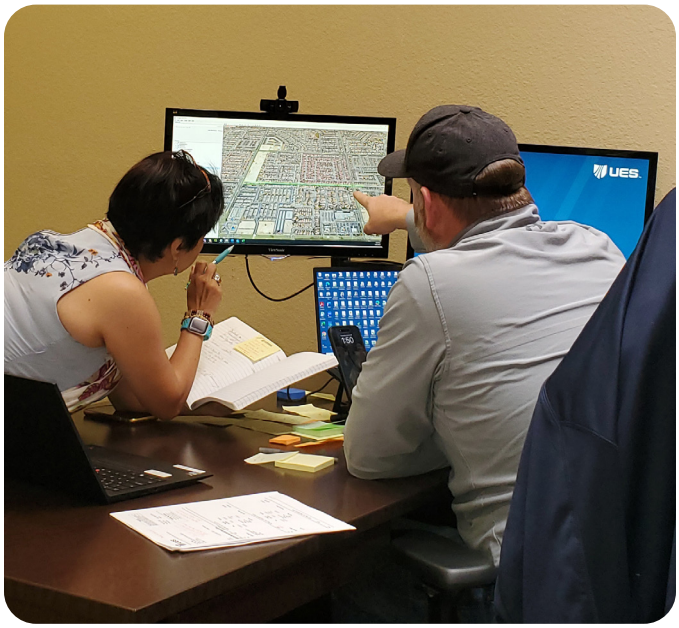
BEAUMONT, CA

UES is collaborating with the Beaumont Library District and architects on the design and planning of all aspects of this historical library's expansion, which includes more parking; sidewalk level main entrance; ADA accessibility of the library interior; central HVAC; security surveillance cameras; fire suppression system; expansion and modernization of public restrooms; upgrading electrical wiring; updating technology infrastructure; retrofitting earthquake safety; large community room with full kitchen for public use; engaging educational spaces; more extensive collections; small study rooms; Friends of the Library Bookstore and Gift Shop; central located elevator and staircase; computer training lab; professional audiovisual studio; café area; gated reading garden; lounge and seating; and local history and ready rooms. The design will mitigate the impact on all aspects of the project to a less-than-significant extent. UES is preparing the Initial Study/Mitigated Negative Declaration (IS/MND) and the following environmental technical studies: Visual Impact Study; Air Quality Assessment; Biological Assessment; Cultural Resources Report; Section 106 Architectural Inventory and Evaluation Report; Traffic Impact Report; Geotechnical Report; Phase I ESA; and Phase II ESA.

Start/End Dates: 9/2023 - Ongoing

Key Personnel:
Brent Moore, CEP - Project Manager
Kurt Schyler, Principal Planner

Reference:
Luren E. Dickinson, Director
Beaumont Library District
125 E. 8th Street, Beaumont, CA 92223
p. 951.845.1357 | **e.** luren.dickinson@bld.lib.ca.us



U.S. ARMED SERVICES YMCA ENVIRONMENTAL REVIEW

SAN DIEGO, CA

UES staff conducted an environmental review under NEPA for this project, which involves renovating and expanding the existing school and childcare facilities on the U.S. Armed Services YMCA facility. Numerous buildings on the site are to be removed and replaced with expanded facilities and associated increase in parking spaces, improved water and sewer system connections, and utility improvements. Although not on the project site, there are several wetland areas and natural habitats for biological resources (such as the California Gnat Catcher) along the site's boundaries. The NEPA analysis had to account for such resources and analyze potential impacts to these from project construction and facility operation.

Start/End Dates: 11/2023 - 4/2024

Key Personnel:
Anna Choudhuri, Project Manager
Cagnei Duncan, Environmental Scientist

Reference:
Larry Larson, Haagen Company
Indio Grand Marketplace
82227 US Highway 111, Suite A-2, Indio, CA 92201
p. 760-289-6634 | **e.** llarson@haagenco.com

LYNWOOD HIGH SCHOOL DEMOLITION & RECONSTRUCTION CEQA DOCUMENTATION

LYNWOOD, CA

UES is preparing a Memorandum with Findings to warrant a CEQA exemption and then prepared and filed a CEQA Notice of Exemption for this 400,000 SF project, involving the demolition of 120 classrooms and reconstructing 70 new ones. We meticulously adhered to State and Local requirements, determining the necessary level of documentation for the three project phases. This involves coordinating with District staff, consultants, and state/local agencies, attending key meetings, and reviewing Project Documents at different design phases to assess impacts on character-defining features. Challenges include community engagement, a fast-tracked schedule, and effective communication about the CEQA process with the neighboring community. Our approach fosters positive relations and open communication, which are essential for project success while excelling in meeting tight deadlines with uncompromising quality. We are mindful of potential community objections during the process and proactively anticipate and address them confidently.

Start/End Dates: 9/2023 - Ongoing

Key Personnel:
Brent Moore - Project Manager,
Kurt Schlyer - QA/QC
Austin Moore - Environmental Planner

Reference:
Daniela Navarro, Purchasing Department
Lynwood Unified School District
11321 Bullis Road, Lynwood, CA 90262
p. 310.886.1600 x8290 | **e.** dnavarro@mylusd.org

QUALIFICATIONS THAT SUPPORT A RECORD OF SUCCESS

As demonstrated throughout this proposal, UES has the environmental team necessary to fulfill the City's project needs, and we are continually growing. We have an accomplished management staff of CEQA experts with over 140 years of combined experience across California. Moreover, we have in-house Resource Specialists to draw upon whose capabilities cover all disciplines of study required for CEQA compliance. The list below demonstrates relevant projects, including on-call contracts, completed by individuals who now work for the UES team, and the matrix on the following page highlights the breadth of expertise of our Resource Specialists. The City will benefit from our comprehensive understanding of environmental requirements, depth of analysis, and need to strive for consensus among key stakeholders.

- Boyle Heights (city of Los Angeles) Community Plan Update EIR
- California State University Northridge Equity Innovation HUB IS/MND California State University Northridge
- California State University Extension Finding of Consistency
- California State University Northridge, New Student Housing Finding of Consistency
- City of Anaheim – Lincoln Avenue Widening ISMND; On-Call
- City of Beaumont Medical Office Building CE
- City of Belvedere - Belvedere General Plan Update MND
- City of Coachella Airport Business Park EIR
- City of Coachella Empyreal Battery Storage ISMND (private client)
- City of Coachella Encanto Housing Project IS/MND
- City of Costa Mesa – Harbor Blvd. Improvement Project, CEQA/NEPA
- City of Cypress, various projects
- City of Eastvale, Jurupa Community Services District, Eastvale Community Center IS/MND
- City of Forest Lake, On-Call, various
- City of Huntington Beach – Rogers Senior Center, CE
- City of Ione, Charles Howard Park Improvement IS/MND
- City of Lawndale Maverick Fuel Station Technical Reports and Housing Analysis
- City of Long Beach, 5900 Cherry Avenue ISMND
- City of Newport Beach – Fire Station No. 2, ISMND; Community Center ISMND
- City of Palmdale 2035 General Plan EIR
- City of Palmdale Maverick Fuel Station ISMND
- City of Palmdale, Climate Action Plan (CAP) IS/MND
- City of Palm Springs, First Palm Springs Commerce Center EIR
- City of Palm Springs RIOS Project IS/MND
- City of Pittsburg, Bay Point BART Master Plan EIR
- City of Santa Ana – Warner Ave. Widening EIR Peer Review, FEIR; Well 32 ISMND; On-call
- City of Thousand Oaks Redevelopment EIR
- City of Victorville, Victorville Old Town/Mid Town Specific Plan IS/MND, Project Manager
- County of Imperial, East Brawley Geothermal EIR
- County of Marin, Spirit Rock Meditation Center Master Plan Amendment IS/MND
- County of Merced, Natural Gas Pipeline IS/MND (confidential client)
- County of Nevada, Rincon del Rio CCRC EIR
- County of Placer, Amazing Facts Ministry EIR
- County of Riverside Avue 54 and Jackson St. Multi-Family Development IS/MND, CEQA
- County of Riverside Bermuda Dunes Self Storage IS/MND
- Los Angeles Unified School District, Cienega Elementary School Redevelopment Project EIR
- Orange County Water District, Prado Dam EA/EIR
- State of California High Speed Rail Authority Fresno to Bakersfield Revised Draft EIR/Supplemental Draft EIS
- Southern California Association of Governments, Regulatory Compliance Strategies Study
- Town of Colma, General Plan Update EIR
- University of Riverside North District Development EIR
- University of California Riverside Mobility Hub and Central Campus Linkages EIR

UES RESOURCE SPECIALISTS - KEY AREAS OF EXPERTISE

Team Member Name and Title	Years of Experience	CEQA/NEPA Documents	Air Quality	Biological Resources	Cultural & Paleontological Resources	Economic/Market Study	Geological Issues	Greenhouse Gas Assessment	Hazards	Health Risk Assessment	Historical Resource Assessment	Mineral Resources	Noise	Parking Study	Technical Studies	Transportation & Circulation Factors	Water Resources	Utility/Sewer Study
Brent L. Moore, CEP, *Director of Permitting, Planning, & Environmental Science*	39	■	■			■		■	■			■	■	■	■	■	■	■
Anna Choudhuri *Director of Permitting, Planning, & Environmental Services - Southern California*	23	■							■			■						
Dean Stanphill, PG, PE, CEM *Principal Environmental and Geotechnical Engineer*	38	■	■			■	■	■	■	■					■		■	■
John Gifford, LLB *Principal - Major Projects*	30	■	■	■	■	■		■	■	■	■		■		■	■	■	■
Kurt Schlyer *Principal Environmental Planner/Project Manager*	20	■	■			■		■	■						■			
Austin Moore *CEQA Project Manager/Environmental Planner*	15	■	■			■	■	■	■	■		■	■	■	■	■		
Dwight Smith, PE, PG, CHG *Principal Hydrogeologist*	32	■													■		■	■
Andrew Butsavich *Environmental Department Manager*	23	■		■											■			
Justin Ramonowitz *Senior Project Manager*	14	■		■											■			
David Miceli *Biologist, GIS Analyst*	12	■		■											■			
Ted Roberts, MA, RPA *Director of Cultural Resources*	23	■			■						■				■			
John Gorczyk, PhD, RPA *Senior Archaeologist / Principal Investigator*	20	■			■						■				■			
Tomo Taniuchi, CIH, CSP, CHMM, CEM, CHST *Sr. Project Manager - OHS/Industrial Hygienist*	17	■	■						■	■					■			
Brett Bottenberg, PE, CEM *Senior Environmental Manager*	25	■	■						■	■					■		■	■
Jacquelene Betancourt *Staff Geologist*	2	■	■			■	■	■	■	■					■			
Isabel Ramos *Environmental Scientist*	1.5	■	■				■		■	■					■			
Cagnei Duncan *Environmental Scientist*	1	■	■				■		■	■					■			

SECTION E

FEE SCHEDULE

FEE SCHEDULE

UES appreciates the opportunity to present our fees to perform Environmental Consulting Services for the City of Santa Fe Springs' On-Call program. In this section we provide a fee schedule for all services proposed, including hourly rates for our staff and costs considered direct expenses.

BILLING PRACTICES

Our services are performed on a time and materials, not-to-exceed basis for the actual work performed. We typically bill our client one month after services are provided; however, billing can also be available upon request. If any, reimbursable costs are included in our bid. However, in special cases, we may need to contact a third-party for their services. In such cases, we contact our client to discuss and negotiate prior to services being performed. Additional billing practices are listed under Other Costs on the following page.

2024 GENERAL SCHEDULE OF FEES

2024 GENERAL SCHEDULE OF FEES	
DESCRIPTION	RATE/FEE
Project Director	$225 / hour
Senior Project Manager	$175 / hour
Senior Project Engineer	$175 / hour
Project Archaeologist	$155 / hour
Project Engineer	$145 / hour
Senior Environmental Planner / Biologist / Archaeologist / Environmental Scientist	$145 / hour
Project Environmental Planner / Biologist / Archaeologist / Environmental Scientist	$135 / hour
Geologist II	$135 / hour
Geologist I	$125 / hour
Senior CAD/GIS Technician	$150 / hour
Project Administrator II	$105 / hour
Project Administrator I	$100 / hour
Senior Technical Writer	$85 / hour
Senior Project Administrator	$75 / hour
Senior Clerical Staff	$75 / hour
Administrative Staff	$60 / hour

OTHER COSTS

Mileage (normal use) ..... IRS standard rate / mile
Printing and travel expenses ..... at cost
Subcontracts, vehicle rentals, fuel, equipment rentals, and purchased services..... Cost plus 8 percent (8%)
Field Vehicles (4x4) ..... $150.00 / day
Field Per Diem ..... Varies by location
Garmin GPS..... $10.00 / day
GPS Trimble Unit ..... $125.00 / day
LCD Projector ..... $200.00 / day
Digital Video Camera ..... $50.00 / day

** Field rates for double-time and night work will include a 20% premium. All rates will increase by the U.S. Department of Labor Employment Cost Index (ECI) every January after contract initiation.*

Learn more at **TeamUES.com**

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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.

ITEM # 29

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: **APPROVE AN APPROPRIATION ADJUSTMENT AND AWARD PROFESSIONAL GRANT CONSULTING SERVICES TO STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. (SCS ENGINEERS)**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve an appropriation adjustment to recognize the $350,000 Equitable Community Revitalization Grant (ECRG) from the Department of Toxic Substance Control (DTSC).

2) Award a contract to SCS Engineers for professional grant consulting services for the ECRG Round 2 Cleanup Workplan Assistance (CWA); and

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

FISCAL IMPACT

Approval of the requested appropriation will recognize the grant award of $350,000 under General Fund, OP State Funding revenue account (No.10103199-442000) and appropriate the same amount into the Community Development Administration, Contractual Services expenditure account (No.10103199-542050).

BACKGROUND

The City of Santa Fe Springs has been awarded a grant from the Department of Toxic Substance Control ("DTSC") to complete a CWA for the following four (4) brownfield sites:

Site Names	Site Addresses
Former Chevron Site	12171 Telegraph Rd.
MC&C III	southeast corner of Telegraph & Bloomfield
Parking Lot Site	North of Telegraph Rd., and East of Norwalk Blvd.
Sculpture Garden	South of Telegraph Rd., and West of Norwalk Blvd.

This grant, totaling up to $350,000, is designated to cover eligible environmental activities and associated costs in accordance with the ECRG Round 2 Guidelines. On March 18, 2024, the City received an award letter alongside the ECRG Agreement from DTSC. It is important to note that the funding window for this grant spans 24 months from the execution date of the agreement (3/24/26).

On April 24, 2024, the RFP was posted on the City's website and sent electronically to qualified firms that had expressed interest. The deadline for submitting proposals was May 23, 2024 and the City received proposals from the following two firms:

Company	Address
1. SCS Engineers	3900 Kilroy Airport Way, Suite 100 Long Beach, CA 90806
2. Alisto Engineering Group	515 South Flower St., 18th Floor Los Angeles, CA, 90071

The evaluation of the two proposals was conducted based on several criteria, including qualifications, reputation for integrity and competence, and proposed fees. On June 17, 2024, a virtual interview was held with both firms. The interview panel comprised one staff member from the Community Development Department and one from JWA Urban Consultants. These interviews allowed the panel to ask each firm additional questions about their submitted proposal. After the interviews, the firms were ranked and their scores are provided on the following page.

Applicant's Score

		Consultants	
Evaluation Criteria	**Max Points**	**Alisto**	**SCS**
Qualifications: a. Thoroughness and understanding of the tasks to be completed b. Background and experience c. Knowledge of the City as it relates to the project. d. Experience of personnel assigned to the work e. Communication Skills	50	38.5	44
Reputation for integrity and competence: a. Positive Reference Checks b. Work Samples	35	30	33.5
Proposed Fees	15	14	13
Total	**100**	82.5	90.5

ANALYSIS

Through this RFP process, the City has selected SCS Engineers, a firm that demonstrates a strong understanding of property environmental assessment. SCS Engineers has extensive experience with brownfield grants, having successfully worked on eight (8) ECRG grants in Rounds 1 and 2. Additionally, SCS Engineers possesses strong local knowledge and experience, particularly in Santa Fe Springs. Their familiarity with DTSC/ECRG guidelines allows for expedited project evaluation and execution, ensuring that both the community's needs and the City's intended use are met.

ENVIRONMENTAL

N/A

DISCUSSION

After awarding the contract, the consultant will, at a minimum, provide the following services:

1. **Coordination Meetings**: Conduct meetings as needed for timely communication, scheduled regularly and held either in-person or virtually with no maximum limit on frequency.

2. **Phase I and II Environmental Site Assessments or Preliminary Endangerment Assessments**: Utilize historical data and conduct additional studies to understand contamination levels, reviewing existing ESA/PEA data for adequacy and updates as necessary.

3. **Preliminary Mitigation Strategy:** Develop a strategy for contamination treatment, considering environmental impacts and regulatory requirements.

4. **Community Engagement Strategy:** Implement a comprehensive strategy to engage all community segments, ensuring ongoing consultation.

5. **Grant Management and DTSC Reporting:** Manage grant implementation, complete required reports to DTSC, and ensure compliance with guidelines.

SUMMARY

Upon approval of the recommended actions by the City Council, the City will accept the proposal from SCS Engineers and award a contract for professional grant consulting services for ECRG Round 2 CWA. All proposed tasks must be completed and reported to DTSC within 24 months from the execution date of the Agreement (3/24/26).

ATTACHMENT(S):

A. Professional Services Agreement

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

This Professional Services Agreement ("Agreement") is made and effective as of August 22, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Stearns, Conrad & Schmidt Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

Consultant shall perform the services described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, 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, attached hereto incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks

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. Any modification or reuse of such documents for purposes other than those intended by this Agreement shall be at CITY's sole risk and without liability to CONSULTANT. With respect to computer files, Consultant shall provide to the City, upon written request, a copy of all computer files and data either on a storage media or via file share download at City's discretion. 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.

D. For design professional services pursuant to Civil Code section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties"), at Consultant's sole expense, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by the City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or

become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO 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 averse 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
To Consultant:	Stearns, Conrad & Schmidt Consulting Engineers, Inc., dba SCS Engineers 3900 Kilroy Airport Way # 100 Long Beach, CA 90806

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 and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. 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

_____
Jay Sarno, Mayor

Date:_____

CONULTANT

_____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

CONSULTANT

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FROM:

_____
Ivy M. Tsai, City Attorney

Attachments: Exhibit A Consultant's Proposal
Exhibit B Fee Schedule
Exhibit C Insurance Requirements

EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any

premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM # 30

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Ivy M. Tsai, City Attorney

SUBJECT: **ORDINANCE NO. 1149 RELATING TO CITY COUNCIL REORGANIZATION**

DATE: August 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1) Read by title only, and waive further reading, Ordinance No. 1149:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING SECTION 30.22 TO CHAPTER 30 (CITY COUNCIL) OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL REORGANIZATION

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

FISCAL IMPACT

N/A

BACKGROUND

Pursuant to request by the Mayor and Mayor Pro Tem, Ordinance No. 1149 has been drafted to establish a procedure for the rotation of the City Council and appointment of a Mayor and Mayor Pro Tem. The ordinance provides for the selection of a Mayor and Mayor Pro Tem at the first meeting of December in nonelection years or at the first meeting immediately following the certification of election results in election years. The order of appointment is as follows based on recent rotation: 1) Rounds, 2) Zamora, 3) Rodriguez, 4) Martin, and 5) Sarno.

As members leave the City Council, they will be removed from the order of appointment and the names of new City Council members will be added at the bottom of the order of appointment, Where the names of two or more new City Council members are added to the order at the same time, their respective positions on the order of appointment shall be determined based upon which person received the highest number of votes in the municipal election immediately preceding.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

If moved forward by the City Council, Ordinance No. 1149 will be placed on a future City Council agenda for a second reading and adoption.

ATTACHMENT(S):

A. Ordinance No. 1149

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1149

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING SECTION 30.22 TO CHAPTER 30 (CITY COUNCIL) OF TITLE III (ADMINISTRATION) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO CITY COUNCIL REORGANIZATION

WHEREAS, Government Code section 36801 provides that the City Council may, following the declaration of election results and the installation of elected officials, choose one of its number as Mayor, and one of its number as Mayor Pro Tempore; and

WHEREAS, the City Council desires to establish a rotation for City Council reorganization and selection of a Mayor and Mayor Pro Tempore.

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

SECTION 1. Section 30.22 is hereby added to Chapter 30 of Title III of the Code of Santa Fe Springs to read as follows:

§ 30.22 CITY COUNCIL REORGANIZATION.

(A) The City Council shall reorganize by selecting one of its number as Mayor, and another of its number as Mayor Pro Tempore, on the following occasions:

(1) At the first meeting of December in nonelection years; or

(2) At the first meeting immediately following the certification of election results in election years.

(B) Persons shall be appointed to the position of Mayor in accordance with the following order of appointment:

(1) Rounds
(2) Zamora
(3) Rodriguez
(4) Martin
(5) Sarno

(C) Persons shall be appointed to the position of Mayor Pro Tempore in the same order for the period of time immediately preceding their appointment as Mayor.

(D) As members leave the city council, the order of appointment shall be deemed modified by adding the names of new council members at the bottom of the order of appointment, and deleting the name of the retiring

member or members therefrom. Where the names of two or more new council members are added to the order at the same time, their respective positions on the order of appointment shall be determined based upon which person received the highest number of votes in the municipal election immediately preceding.

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

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

SECTION 4. The City Clerk shall certify 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