



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

TUESDAY, SEPTEMBER 3, 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
Scott E. Porter

CITY STAFF

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

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

NOTICES

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

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

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

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

CALL TO ORDER**ROLL CALL****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 – CITY COUNCIL**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: Assessor's Parcel Nos. 8008-023-900 and 8008-023-901

Agency negotiator: City Manager

Negotiating parties: Any interested developers of affordable housing

Under negotiation: Price and Terms

2. CLOSED SESSION – SUCCESSOR AGENCY**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: Assessor's Parcel Nos. 8001-011-918, 8001-011-914, and 8001-011-915

Agency negotiator: City Manager

Negotiating parties: Any interested developers of affordable housing

Under negotiation: Price and Terms

CLOSED SESSION REPORT**REGULAR SESSION – BEGINNING AT 6:00 P.M.****INVOCATION****PLEDGE OF ALLEGIANCE****INTRODUCTIONS****PRESENTATIONS****3. RECOGNITION OF DONORS FOR ANNUAL BACKPACK PROGRAM
(COMMUNITY SERVICES)****4. UPDATE ON SONIC AND DAVE'S HOT CHICKEN/PACIFIC DENTAL PROJECT
(COMMUNITY DEVELOPMENT)****CHANGES TO AGENDA**

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

5. **ORDINANCE NO. 1150 - AMENDING SECTIONS 155.091 (USES), 155.093 (DEVELOPMENT STANDARDS), 155.175.2 (USES) AND 155.175.4 (DEVELOPMENT STANDARDS) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
- 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3); and
- 3) Waive further reading and introduce Ordinance No. 1150 by title, adopting a Zoning Code Amendment to amend Sections 155.091 (Uses), 155.093 (Development Standards), 155.175.2 (Uses) and 155.175.4 (Development Standards) within Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code, and determine that the action is exempt under CEQA; and
- 4) Take such additional, related action that may be desirable.

OLD BUSINESS – NONE**REGULAR BUSINESS – NONE****CONSENT CALENDAR**

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

HOUSING SUCCESSOR

6. **MINUTES OF THE AUGUST 6, 2024 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

7. **MINUTES OF THE AUGUST 6, 2024 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

8. **MINUTES OF THE AUGUST 6, 2024 CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

9. **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.

10. **NORWALK BOULEVARD – LOS NIETOS ROAD GRADE SEPARATION PROJECT – ADOPTION OF RESOLUTION NO. 9928 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9928 approving an application for specified grant funds from the U.S. Department of Transportation's Federal Railroad Administration Railroad Crossing Elimination Grant Program for the Norwalk Boulevard – Los Nietos Road Grade Separation Project; and

- 2) Appropriate \$330,000 from the Utility Users Tax (UUT) Fund to cover the City's portion of the local match; and
 - 3) Take such additional, related action that may be desirable.
11. **STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS – AUTHORIZATION OF CONSTRUCTION (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Construction Plans for the Stage Road and Iseli Road Street Improvement Project; and
 - 2) Appropriate \$1,737,800 in Utility User Tax (UUT) Funds for the project; and
 - 3) Take such additional, related action that may be desirable.
12. **SECOND READING OF 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 (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt 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
 - 2) Take such additional, related, action that may be desirable.
13. **RESOLUTION NO. 9927 – AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE TOWN CENTER TELEGRAPH CORRIDOR SPECIFIC PLAN AND COMMITTING NECESSARY LOCAL MATCHING FUNDS TO COMPLETE THE STUDY (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution 9927; and
- 2) Authorize the City Manager to execute agreements with the California Department of Transportation for funding of the Town Center Telegraph Corridor Specific Plan and committing necessary local matching funds to complete the

study; and

- 3) Approve the recognition of \$673,000 in grant funds awarded for the Town Center Telegraph Corridor Specific Plan (Project Code: TCTCP) and authorize the deposit of these funds into revenue account 10103199-442000.
- 4) Establish a corresponding expense allocation of \$673,000 in the Community Development – Administration & Current Planning expenditure account (No. 10103199-542050) to support the execution of the project, including consultant procurement, advisory committee participation, community outreach, and other related activities.
- 5) Take such additional, related action that may be desirable.

14. SECOND READING OF ORDINANCE NO. 1149 RELATING TO CITY COUNCIL REORGANIZATION (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt 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.

15. THIRD AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the “Third Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.”

16. PURCHASE OF NEW COMMERCIAL-GRADE MOWER FOR LAKE CENTER ATHLETIC PARK SPORTS FIELDS (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the purchase of a John Deere 2653B PrecisionCut Mower, an edger, and related accessories for the newly renovated Lake Center Athletic Park sports fields; and

- 2) Approve an appropriation adjustment and authorize a budget transfer from the Equipment Acquisition and Replacement Fund (6090) in the amount of \$79,670.50 to cover the purchase cost of the equipment; and
- 3) Authorize the City Manager to execute the purchase agreement with the selected vendor; and
- 4) Take such additional, related action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **ORDINANCE NO. 1150 - AMENDING SECTIONS 155.091 (USES), 155.093 (DEVELOPMENT STANDARDS), 155.175.2 (USES) AND 155.175.4 (DEVELOPMENT STANDARDS) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA**

DATE: September 3, 2024

RECOMMENDATION(S)

It is recommended that the City Council:

- 1) Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Ordinance; and
- 2) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3); and
- 3) Waive further reading and introduce Ordinance No. 1150 by title, adopting a Zoning Code Amendment to amend Sections 155.091 (Uses), 155.093 (Development Standards), 155.175.2 (Uses) and 155.175.4 (Development Standards) within Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code, and determine that the action is exempt under CEQA; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

On August 12, 2024, the Planning Commission conducted a duly noticed public hearing to review and consider the proposed Zoning Code Amendment (ZCA) regarding the Multiple-Family and Mixed Use Zone Districts. Following a thorough evaluation of written and oral reports, and public discussions during the meeting, the Commissioners voted unanimously to adopt Resolution No. 270-2024. This resolution recommends that the City Council approve and adopt an ordinance to effectuate the proposed amendments to the text of the City's Municipal Code and determine that the proposed ZCA is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). It is worth noting that no comments were received from the community or interested parties regarding the ZCA.

BACKGROUND

Public Notification

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

The legal notice was published in a newspaper of general circulation (Los Cerritos News) on August 23, 2024, as required by the State Zoning and Development Laws. As of the date of this report, staff has not received any further inquiries regarding the proposed project.

Zoning Code Amendment

On February 8, 2022, the City Council adopted the 2040 General Plan, which was the City's first comprehensive general plan update in over 25 years. The 2040 General Plan created new land use designations such as mixed-use and high-density residential. Following the completion of the General Plan update, the General Plan team completed a targeted Zoning Code update 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 update 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

Ordinance No. 1150 – Multiple-Family and Mixed Use

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- 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 updates satisfied portions of Program 11 (Zoning Code Revisions) of the City of Santa Fe Springs 2021-2029 Housing Element. After subsequent review by the California Department of Housing and Community Development (HCD), it was determined that additional minor revisions were needed to completely satisfy Program 11, specifically revisions pertaining to compliance with California Government Code §65583.2 (h) and (i).

Staff recommends the proposed Zoning Code Amendment (Attachment A, Exhibit A) to add the following text to Sections 155.091 (Uses), 155.093 (Development Standards), 155.175.2 (Uses) and 155.175.4 (Development Standards):

For projects on properties identified in the Housing Element as Lower Income Regional Housing Needs Assessment sites, those projects must comply with California Government Code §65583.2 (h) and (i).¹

Notes:

1. *For housing element sites, please see General Plan Housing Element Tables H-33 and H-34 at www.santafesprings.org. Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20% affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=10.6*

ANALYSIS

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

- Goal H-2: A range of available housing types, densities, and affordability levels to meet the diverse needs of the community, including a balance between ownership and rental units.

Ordinance No. 1150 – Multiple-Family and Mixed Use

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- Goal H-3: A housing supply to meet the needs of extremely low-, very low-, low-, and moderate-income households.
- Goal H-5: Minimal non-governmental and governmental obstacles to the production of housing for all income groups.

The proposed Zoning Code Amendment will add notes to the uses tables for the Multiple-Family (R-3 and R-4) and Mixed-Use (MU, MU-DT, and MU-TOD) zones. These amendments will satisfy HCD's remaining comments pertaining to Program 11 of the Santa Fe Springs 2021-2029 Housing Element.

ENVIRONMENTAL

The Zoning Code Amendment is exempt from CEQA pursuant to the common sense CEQA exemption (CEQA Guidelines Section 15061(b)(3)) which provides that CEQA applies only to projects which have the potential to have a "significant effect on the environment," as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. The amendments to the zoning code will not have a significant effect on the environment.

ATTACHMENT(S)

A. Attachment A – Ordinance No. 1150

- a. Exhibit A: Amendments to Sections 155.091, 155.093, 155.175.2 and 155.175.4 of Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

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

ORDINANCE NO. 1150

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.091 (USES), 155.093 (DEVELOPMENT STANDARDS), 155.175.2 (USES) AND 155.175.4 (DEVELOPMENT STANDARDS) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING) OF THE SANTA FE SPRINGS MUNICIPAL CODE AND A DETERMINATION THAT THE ACTION IS EXEMPT UNDER CEQA.

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

SECTION 1. Environmental Findings and Determination:

This Ordinance is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a “significant effect on the environment” as defined in Public Resources Code Section 21068 and CEQA Guidelines Section 15382 as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. The amendments to the municipal code will not have a significant effect on the environment.

SECTION 2. Findings:

1. On August 12, 2024, the Planning Commission of the City of Santa Fe Springs adopted Resolution 270-2024 recommending that the City Council adopt proposed Ordinance No. 1150 to amend Sections 155.091, 155.093, 155.175.2, and 155.175.4 within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code.
2. On September 3, 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. Goal H-2: A range of available housing types, densities, and affordability levels to meet the diverse needs of the community, including a balance between ownership and rental units.
 - b. Goal H-3: A housing supply to meet the needs of extremely low-, very low, low-, and moderate-income households.
 - c. Goal H-5: Minimal non-governmental and governmental obstacles to the production of housing for all income groups.

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) 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 17th day of September 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 Sections 155.091, 155.093, 155.175.2 and 155.175.4 of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Exhibit A – Zoning Code Amendment
Amendments to Sections 155.091, 155.093, 155.175.2 and 155.175.4
of Chapter 155 (Zoning) of Title 15 (Land Use) of the
Santa Fe Springs Municipal Code

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 155.091 USES is hereby amended as follows:

§ 155.091 USES.

Principally permitted uses and conditional uses are shown in Table 1. Where a “P” is indicated, the use is a principal permitted use in the zone. Where a “CUP” is indicated, the use is permitted in the zone only after a valid conditional use permit has first been issued. Where an “AUP” is indicated, the use requires an administrative use permit from the Director of Planning and Development. Where an “X” is indicated, the use is not allowed.

TABLE 1: MULTIPLE-FAMILY RESIDENTIAL ALLOWED USES AND PERMIT REQUIREMENTS			
P: Permitted Use		CUP: Conditional Use Permit	
X: Use Not Allowed		AUP: Administrative Use Permit	
Use	Land Use Regulation		Specific Use Regulations
	R-3	R-4	
RESIDENTIAL USES			
Single-Unit Dwelling	X	X	
Multi-Unit Dwellings	P	P	For projects on properties identified in the Housing Element as Lower Income Regional Housing Needs Assessment sites, those projects must comply with California Government Code §65583.2 (h) and (i). ¹
Two-Unit Dwellings, Duplexes, and Triplexes	P	P	
Accessory Dwelling Unit.	P	P	Permitted only as accessory use Subject to the regulations in §155.644
Accessory Uses	P	P	See § 155.092
Boarding House and Single Room Occupancy (SRO)	CUP	CUP	

Employee Housing, Large	P	P	
Employee Housing, Small	P	P	Six or fewer occupants
Manufactured (Mobile) Homes	P	P	Requires permanent foundation
Mobile Home Park	P	P	
Supportive Housing	P	P	Subject to only those restrictions and processing requirements that apply to other residential dwellings of the same type in this district
Transitional Housing	P	P	Subject to only those restrictions and processing requirements that apply to other residential dwellings of the same type in this district
CARE SERVICES AND FACILITIES			
Residential Care, Assisted Living	CUP	CUP	
Community Care Facilities, Large	CUP	CUP	
Community Care Facilities, Small	P	P	Six or fewer occupants
Emergency Shelter, Permanent	X	X	
Emergency Shelter, Temporary Low Barrier Navigation Centers	X	X	
Family Day Care Home, Large	AUP	AUP	Subject to Approval by Director of Planning and Development See Section 155.625; Day Care; Large Family
Family Day Care Home, Small	P	P	
RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES			
Clubs, lodges and similar organizations, except those operated for profit	CUP	CUP	See § 155.622 Clubs, Lodges and Similar Organizations
Community Gardens	P	P	
Cultural Institutions	CUP	CUP	May not include storage yards, warehouses, or similar facilities
Recreation, Public	P	P	
Recreation, Private	CUP	CUP	

Quasi-Public Facilities	CUP	CUP	May not include storage yards, warehouses, or similar facilities
Public Facilities	P	P	
Religious Assembly Facilities	CUP	CUP	
Schools, K-12 – Private	CUP	CUP	
Schools, K-12 – Public	P	P	
Business or Professional Schools	CUP	CUP	
Colleges and Universities – Public and Private	CUP	CUP	
RETAIL, COMMERCIAL SERVICE, AND OFFICE			
Office, Business, and Professional (non-medical and Dental Offices)	CUP	CUP	
OTHER USES			
Temporary Uses/Activities	Subject to the approval of the Director of Planning and Development		See Section 155.643 Sales Promotional Uses; Temporary.
Electrical Distribution Substations	CUP	CUP	May not include storage yards, warehouses, or similar facilities
Utility Facilities			
Facilities with On-site Staff	CUP	CUP	
Facilities with No On-site Staff	CUP	CUP	
Wireless Telecommunication Facilities, Satellite Dish Antenna	Subject to Chapter 157 (Wireless Telecommunications Facilities) and as otherwise regulated by this Chapter		

Notes:

1. For housing element sites, please see General Plan Housing Element Tables H-33 and H-34 at www.santafesprings.org. Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20% affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=10.6

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.093 DEVELOPMENT STANDARDS is hereby amended as follows:

§ 155.093 DEVELOPMENT STANDARDS.

The property development standards that follow shall apply to all lots in the multiple-family residential zones. The property development standards in §§ 155.445 through 155.463 shall also apply.

Table 2: Multiple-Family Residential Zones Development Standards			
Standards	Land Use Regulation		
	R-3	R-4	Comments
Minimum lot area	7,500 sf	20,000 sf	Small-lot subdivisions in R-3 zones may use PD process to create smaller lots
Minimum lot width	60 ft	None	
Minimum lot depth	125 ft	None	
Minimum dwelling size	500 sf per unit	--	Excludes garages and porch areas.
Maximum lot coverage	60%	--	
Open Space	200 sf/unit	150 sf/unit	See § 155.101
Storage	150 cu ft/unit	150 cu ft/unit	
Minimum setback - Front - Rear - Interior Side - Corner/Street Side	15 ft 5 ft 5 ft 10 ft	15 ft 5 ft 5 ft 10 ft	1. Additional 5 ft setback required for each additional 10 ft of building height above height limitation
Minimum setbacks for structures abutting a Single-Family Residential (R-1) zone - Rear - Interior Side	20 ft 15 ft	20 ft 15 ft	2. When used for driveway access to serve parking facilities, a side yard shall be not less than 10 feet.
Maximum building height (base)	4 stories; 40 ft	4 stories; 55 ft	Increased height allowed with additional setbacks noted above
Maximum building height within 25 feet of a lot line abutting a residential zone (required step-down)	30 ft	30 ft	
Minimum distance between buildings containing dwelling units	20 ft	20 ft	The minimum distance between buildings set forth in this subchapter shall be increased by five feet for each 10 feet, or fraction thereof, above the building height

			limitation of 40 feet.
Maximum density ¹	25 du/ac	40 du/ac	
	See also residential density bonus in §155.625.1		

Notes:

1. For housing element sites, please see General Plan Housing Element Tables H-33 and H-34 at www.santafesprings.org. Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20% affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=10.6

*Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.175.2
USES is hereby amended as follows:*

§ 155.175.2 USES

Table 1: Mixed Use Allowed Uses and Permit Requirements				
P: Permitted Use X: Use Not Allowed		CUP: Conditional Use Permit AUP: Administrative Use Permit		
Uses	Land Use Regulation			Specific Use Regulations
	MU-DT	MU	MU- TOD	
RESIDENTIAL USES				
Single Unit Dwelling	X	X	X	
Multi-Unit Dwellings	P	P	P	<u>For projects on properties identified in the Housing Element as Lower Income Regional Housing Needs Assessment sites, those projects must comply with California Government Code §65583.2 (h) and (i).¹</u>
Accessory Dwelling Unit	P	P	P	Subject to the regulations in § 155.644
Boarding House and Single Room Occupancy (SRO)	CUP	CUP	CUP	
Employee Housing, Large	P	P	P	
Employee Housing, Small	P	P	P	
Live/Work Unit	P	P	P	
Supportive Housing	P	P	P	

Transitional Housing	P	P	P	
CARE SERVICES AND FACILITIES				
Community Care Facilities, Large	CUP	CUP	CUP	
Community Care Facilities, Small	P	P	P	
Emergency Shelter, Permanent	X	P	X	Emergency shelter facilities are subject to § 155.629.1
Emergency Shelter, Temporary Low Barrier Navigation Centers	P	P	P	
Family Day Care Home, Large	AUP	AUP	AUP	Subject to Approval by Director of Planning and Development See Section 155.625; Day Care; Large Family Allowed in stand-alone residential uses only.
Family Day Care Home, Small	P	P	P	Allowed in stand-alone residential uses only.
Hospitals and Clinic/Urgent Care: Clinic/Urgent Care	P/CUP	P/CUP	P/CUP	CUP required for: blood/plasma donation centers; new clinic/urgent care establishments with more than 10,000 SF of floor area; and hospitals.
Hospital	X	CUP	X	
RECREATION, EDUCATION, AND PUBLIC ASSEMBLY USES				
Commercial Recreation Facilities (Indoor facilities only)	CUP	CUP	CUP	Amusement arcades are subject to § 155.614; Bingo parlors and game rooms are subject to § 155.617; Clubs, lodges and similar organizations are subject to § 155.622.
Community Gardens	P	P	P	
Cultural Institutions	P	P	P	
Entertainment Venue (Indoor facilities only)	P / CUP	P / CUP	P / CUP	CUP is required for new establishments with more than 10,000 SF of floor area or establishments with Live Entertainment (Incidental or Standalone). Adult uses are subject to §155.602.
Gymnasium and Fitness Centers (Large)	P / CUP	P / CUP	P / CUP	CUP required for new establishments with more than 10,000 SF of floor area.
Gymnasium and Fitness Centers (Small)	P	P	P	
Parks and Public Plazas	P	P	P	
Religious Assembly Facilities	P	P	P	
Schools, K-12 – Private	CUP	CUP	CUP	
Schools, K-12 – Public	P	P	P	

Technical Trade, Business or Professional Schools	CUP	CUP	CUP	
Colleges and Universities – Public and Private	CUP	CUP	CUP	
EATING ESTABLISHMENTS				
Breweries, Wineries, or Distilleries,	CUP	CUP	CUP	Subject to § 155.628 Sale or service of alcoholic beverages.
Cigar Lounges and Bars	P / CUP	P / CUP	P / CUP	Lounges serving alcoholic beverages are subject to § 155.723 Conditional use permits for entertainment and other uses and § 155.628 Sale or service of alcoholic beverages.
Cocktail Lounges and Bars	CUP	CUP	CUP	Subject to § 155.723 Conditional use permits for entertainment and other uses and §155.628 Sale or service of alcoholic beverages.
Restaurants				
Where the Outdoor Dining area is more than 50% of the overall seating area	CUP	CUP	CUP	
Serving Alcoholic Beverages	CUP	CUP	CUP	Restaurants serving alcoholic beverages are subject to § 155.628 Sale or service of alcoholic beverages.
With Drive-in or Drive-through Facilities	CUP	CUP	CUP	
All Other Restaurants	P	P	P	
RETAIL, COMMERCIAL SERVICE, AND OFFICE				
Automated Teller Machines (ATMs) – Drive-through	CUP	CUP	CUP	
Automated Teller Machines (ATMs) – Standalone	P	P	P	
Business Support Services	P	P	P	
Check Cashing Business and/or Pawn Shop	X	CUP	X	
Financial Institutions and Related Services	P	P	P	
Hotel and/or Motel	CUP	CUP	CUP	
Office, Business, and Professional (non-medical and dental offices)	P	P	P	
Office, Medical or Dental	P/ CUP	P	P/CUP	CUP required for medical or dental office developments with more than 10,000 SF of floor area
Personal Services, General	P	P	P	

Personal Services, Restricted	CUP	CUP	CUP	
Retail, General	P/CUP	P/CUP	P/CUP	CUP required for new retail establishments with more than 20,000 SF of floor area or more than 2,000 SF of outdoor sales
Retail, Restricted	CUP	CUP	CUP	
Veterinary Clinic and/or Animal Grooming (Indoor Only)	P	P	P	Outdoor kennels or dog runs are not permitted.
AUTOMOBILE-ORIENTED USES				
Automobile Sales and Rental	X	X	X	
Automobile Washing/Detailing	X	X	X	
Automobile Service, Major	X	X	X	
Automobile Service, Minor	X	X	X	
Drive-in/Drive-through Establishments	CUP	CUP	CUP	
Service/Fueling Station, Automobile	X	X	X	
LIGHT INDUSTRIAL				
Laboratory – Medical, Analytical, Research, Testing (Existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited
Manufacturing – Light (Existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited
Research and Development (Existing uses only)	CUP	CUP	X	Expansion of existing uses is subject to CUP; new uses are prohibited
OTHER USES				
Transit Stations	CUP	CUP	P	
Utility Facilities				
Facilities with On-site Staff	CUP	CUP	CUP	
Facilities with No On-site Staff	P	P	P	
Wireless Telecommunication Facilities, Satellite Dish Antenna	Subject to Chapter 157 (Wireless Telecommunications Facilities) and as otherwise regulated by this Section			

Notes:

1. For housing element sites, please see General Plan Housing Element Tables H-33 and H-34 at www.santafesprings.org. Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20% affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=10.6

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.175.4 DEVELOPMENT STANDARDS is hereby amended as follows:

§ 155.175.4 DEVELOPMENT STANDARDS.

Table 2: Mixed-use zones Development Standards			
Standards	Land Use Regulation		
	MU-DT	MU	MU- TOD
Minimum lot area	20,000 sf	20,000 sf	20,000 sf
Minimum lot width	None	None	None
Minimum lot depth	None	None	None
Maximum FAR	3.0	3.0	4.0
Minimum landscape area	10 SF per linear foot of frontage plus 5% of the total parking areas		
Open Space (residential only)	200 sf/unit	200 sf/unit	150 sf/unit
Storage (residential only)	150 cu ft/unit	150 cu ft/unit	150 cu ft/unit
Minimum setback	10 ft. See also § 155.175.5		
Maximum building height (base)	6 stories; 80 ft	4 stories; 60 ft	6 stories; 80 ft
Maximum building height within 25 feet of a lot line abutting a residential zone (required step-down)	See § 155.175.7 Stepbacks		
Maximum density ¹	40 du/ac	40 du/ac	60 du/ac
	See also residential density bonus in §155.625.1		

Notes:

1. For housing element sites, please see General Plan Housing Element Tables H-33 and H-34 at www.santafesprings.org. Government Code Section 65583.2, subdivisions (h) and (i) generally include, but are not limited to, permitting housing developments with 20% affordability to lower-income households without discretionary action at minimum densities of 20 units per acre and meeting residential only performance standards. For more information, please see https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=10.6

FOR ITEM NO. 6, PLEASE SEE ITEM NO. 8

FOR ITEM NO. 7, PLEASE SEE ITEM NO. 8



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 AUGUST 6, 2024 CITY COUNCIL MEETINGS

DATE: September 3, 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:

- Council Meeting of August 6, 2024.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. August 6, 2024 Meeting Minutes

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



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 6, 2024

CALL TO ORDER

Mayor Sarno called the meeting to order at 6:02 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

Councilmember Zamora led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Rounds led the pledge of allegiance.

INTRODUCTIONS

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

1. Representatives from Little Lake City School District
2. Kathie Fink from Santa Fe Springs Chamber of Commerce

PRESENTATIONS

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

CHANGES TO AGENDA

There were no changes.

PUBLIC COMMENTS

The following people spoke during public comments: Lee Squire.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Sarno opened the public hearing at: 6:26 p.m.

There was no one wishing to speak.

Mayor Sarno closed the public hearing at: 6:26 p.m.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rounds, to find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), waive further reading and introduce Ordinance No. 1143 by title, amending Sections 155.865 (Appeal and Effective Date) and 155.866 (City Council to Hear Appeal) within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code, and take such additional, related, action that may be desirable, by the following vote:

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

5. **ORDINANCE NO. 1145 – AMENDING SECTIONS 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, AND 155.637, AND REPLACE SECTIONS 155.385 THROUGH 155.404 (NONCONFORMING USES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND TO AMEND SECTION 157.03 WITHIN TITLE 15 (LAND USE), CHAPTER 157 (WIRELESS TELECOMMUNICATIONS FACILITIES), OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Sarno opened the public hearing at: 6:29 p.m.

There was no one wishing to speak.

Mayor Sarno closed the public hearing at: 6:29 p.m.

It was moved by Councilmember Rodriguez, seconded by Councilmember Martin, to find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3), waive further reading and introduce Ordinance No. 1145 by title, adopting a Zone Text Amendment to amend Sections 155.062, 155.380, 155.450, 155.456, 155.460, 155.461, 155.535, and 155.637, and replace sections 155.385 through 155.404 (Nonconforming Uses) within Title 15 (Land Use), Chapter 155 (Zoning), and to amend Section 157.03 within Title 15 (Land Use), Chapter 157 (Wireless Telecommunications Facilities), of the Santa Fe Springs Municipal Code, and take such additional, related action that may be desirable, by the following vote:

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

CONSENT CALENDAR

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

CITY COUNCIL

6. **SANTA FE SPRINGS CITY LIBRARY'S PARTICIPATION IN THE CORPORATION FOR EDUCATION NETWORK INITIATIVES IN CALIFORNIA CONSORTIUM FOR FY 2025-26 THROUGH FY 2029-30 (COMMUNITY SERVICES)**

RECOMMENDATION: It is recommended that the City Council:

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

7. ART IN PUBLIC PLACES FY 2024-25 ART EDUCATION GRANT PROGRAM AWARDS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

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

8. AGREEMENT WITH ATQOR FOR IT CONSULTANT, SUPPORT SERVICES AND SOFTWARE DEVELOPMENT (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file the report.

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1142:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 154 (SUBDIVISIONS) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO DEFINE AND ESTABLISH PROCEDURES RELATED TO LOT LINE ADJUSTMENTS, LOT CONSOLIDATIONS, AND LOT MERGERS/UNMERGERS

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

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

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

17. SECOND READING AND ADOPTION OF ORDINANCE NO. 1144 AMENDING CHAPTER 72 OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING STATIONS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1144: An Ordinance of the City of Santa Fe Springs Amending Chapter 72 of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code relating to electric Vehicle charging stations; and
- 2) Take such additional, related, action that may be desirable.

Mayor Sarno requested to pull Item No. 10 and for the item to be brought back at a subsequent meeting.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Rounds, to approve the consent calendar without Item No. 10, by the following vote:

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Mayor Pro Tem Rounds appointed Jeannette Lizarraga to the Parks and Recreation Advisory Committee.

Mayor Sarno appointed Audrie Perez to the Youth Leadership Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Martin commended the Whittier Police Department and thanked staff.

Councilmember Rodriguez thanked staff who worked on the aquatic center reopening. She also thanked management for moving the city in the right direction.

Councilmember Zamora echoed the sentiments of Council, and also talked about meeting with CalTrans with neighboring cities to discuss the maintenance of certain properties and future expansion projects. He commended Jovenes Creadores, and thanked staff.

Mayor Pro Tem Rounds thanked staff and all departments for playing a part in the success of the city. He talked about the reopening of the aquatic center. Lastly, he talked about the Summer Concert Series in coordination with National Night Out.

Mayor Sarno thanked staff and expressed his enjoyment at serving on Council.

ADJOURNMENT

Mayor Sarno adjourned the meeting to August 22, 2024 at 6:43 p.m.

Jay Sarno
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

**SUBJECT: POLICE SERVICES STAGING FACILITY STORM DAMAGE –
EMERGENCY REPAIRS UPDATE**

DATE: September 3, 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 and invoices 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)

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 3, 2024
Police Services Staging Facility Storm Damage – Emergency Repairs Update
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- **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)
- **Plumbing Repairs:** \$6,538 invoice from Olson Superior Plumbing for sewer mainline repairs
- **Gymnasium Floor Mats:** \$3,310 invoice from ETE Fitness Equipment for replacement of the rubber floor mats in the gymnasium
- **Railroad Flagging Services:** \$17,010 invoice from Railpros for flagging services as required by the BNSF Right of Entry permit.

BACKGROUND

The severe storms that hit Southern California the week of February 4, 2024, resulted in historic rainfall totals throughout the region, prompting Governor Newsom to proclaim a state of emergency in various counties, including Los Angeles. The County of Los Angeles followed with the proclamation of a local state of emergency.

The intense and prolonged rainfall caused significant flooding of the City's Police Services Staging Facility located adjacent to the Municipal Services Yard. Flooding was experienced in both the Men's and Women's Locker Rooms and Restroom/Shower as well as the adjacent gym. The flooding rendered these areas uninhabitable and in need of repairs before the space can be reoccupied.

Public Works maintenance staff worked throughout the storms to sweep and vacuum the water to minimize the extent of the flooding, but were ultimately unable to keep up with the volume of water entering the building from the rear wall adjacent to the railroad right-of-way. Eventually, maintenance crews ceased water removal and began removing gym equipment and mats so that the source of the flooding could be more easily identified.

Although one location was identified where the majority of the water was entering the building, the extent of the flooding has saturated the walls in a significant portion of the facility. Under the City Manager's authority pursuant to Santa Fe Springs Municipal Code Section 34.23, staff continues to negotiate with contractors to provide various services to repair the damage.

The first step in the repair process required demolition work to assess the full extent of the damage and expose the source of the flooding in order to develop a scope of work for repairs to prevent future flooding and restore the damaged interior.

Staff contracted with Restoration Unlimited (Santa Fe Springs, CA) for the initial testing and demolition work. Sampling for preconstruction testing was conducted on March 6. Based on testing results, demolition was started on March 18, exposing the likely source of the rainwater intrusion. Staff solicited proposals from two waterproofing contractors. Waterproofing must be completed before restoration work to prevent further water damage. The proposal from Innovative Painting & Waterproofing, LLC (Santa Fe Springs)

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 3, 2024
Police Services Staging Facility Storm Damage – Emergency Repairs Update
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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 has scheduled the start of the exterior waterproofing work with BNSF on September 9 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 completed at 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.

Interior repairs were 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.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 3, 2024
Police Services Staging Facility Storm Damage – Emergency Repairs Update
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ATTACHMENTS:

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: NORWALK BOULEVARD – LOS NIETOS ROAD GRADE SEPARATION PROJECT – ADOPTION OF RESOLUTION NO. 9928

DATE: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9928 approving an application for specified grant funds from the U.S. Department of Transportation's Federal Railroad Administration Railroad Crossing Elimination Grant Program for the Norwalk Boulevard – Los Nietos Road Grade Separation Project; and
- 2) Appropriate \$330,000 from the Utility Users Tax (UUT) Fund to cover the City's portion of the local match; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The estimated cost for the project is \$3,300,000. The grant application is requesting the maximum grant amount of \$2,640,000 (80% of the project cost). The program requires a 20% local match in the amount of \$660,000. BNSF Railway has committed to fund 50% of the local match. Therefore, the City will be required to commit a local match of \$330,000. It is recommended that the City Council appropriate \$330,000 from the Utility Users Tax (UUT) Fund to cover the City's portion of the local match

BACKGROUND

The existing at-grade railroad crossings for the BNSF railroad corridor near the intersection of Norwalk Boulevard and Los Nietos Road are very busy in terms of

Norwalk Boulevard – Los Nietos Road Grade Separation Project – Adoption of Resolution No. 9928

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vehicular traffic and rail traffic. This rail corridor is owned and operated by BNSF Railway and serves freight as well as passenger commuter trains, including Amtrak and Metrolink. This rail corridor is also a planned California High Speed Rail alignment. This crossing has significant safety concerns, ranking among the top two crossings with the highest number of safety incidents in the city. Grade separating this crossing will prevent collisions, reduce delays for both roadway users and rail, and enhance overall safety for the community.

In addition to the safety benefits, this Project will directly improve the quality of life for residents. By enhancing connectivity, the project will help create a more livable environment and allow residents and workers better access to jobs and opportunities. Santa Fe Springs is a major job center, with tens of thousands of workers coming into the area daily, including from surrounding disadvantaged communities. Eliminating the crossing will not only allow for better and safer job access but also improve the efficiency of freight movement via trucks on both roadways. Surrounding communities will also see reduced greenhouse gas emissions when the project is implemented eliminating engine idle time for vehicles stopped by numerous train crossing each day.

The U.S. Department of Transportation's Federal Railroad Administration (FRA) on July 9, 2024 issued a Notice of Funding Opportunity (NOFO) for the Railroad Crossing Elimination (RCE) Grant Program. As the only competitive discretionary grant program dedicated to improving railroad crossing safety and efficiency, the RCE Program invests in projects that construct grade separations, upgrade safety devices at crossings, or close at-grade crossings where roads and train tracks intersect. Addressing collisions and blockages at grade crossings has been a top priority for FRA, especially as growing train lengths lead to more frequent and longer blocked crossings. The NOFO states that over \$1.1 billion, funded through President Biden's Bipartisan Infrastructure Investment and Jobs Act, will be available in this grant cycle.

The City is coordinating with BNSF in the development of the recommended grant application. The application will request funding for the preliminary engineering phase of the project. This would include the development of alternative conceptual designs that would be utilized to engage the community as part of the environmental clearance process. Once a preferred alternative is selected, the scope will include development of engineering plans, specifications and a construction estimate to the 35% level of completion. The estimated cost of this scope of work is \$3,330,000.

ANALYSIS

The RCE grant program requires local matching funds in the amount of 20% of the total project cost. The minimum local match for this grant application is \$660,000 and, to demonstrate their commitment to this critical project, BNSF has committed to funding 50% of the local match (Attachment B).

Norwalk Boulevard – Los Nietos Road Grade Separation Project – Adoption of Resolution No. 9928

Page 3 of 3

If awarded the grant, completion of the preliminary engineering would make this project an excellent candidate for future grant opportunities to fund the construction of the project.

ENVIRONMENTAL

If awarded the grant, the project scope of work will include environmental clearance as part of the preliminary engineering phase.

DISCUSSION

None.

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will continue to coordinate with BNSF on the completion of the grant application and submit it prior to the September 23, 2024 deadline.

ATTACHMENTS:

- A. Resolution No. 9928
- B. BNSF Funding Commitment Letter

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9928**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING AN APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE FEDERAL RAIL ADMINISTRATION'S FISCAL YEAR 2023-24 RAILROAD CROSSING ELIMINATION PROGRAM FOR NORWALK BOULEVARD – LOS NIETOS ROAD RAILROAD GRADE SEPARATION PROJECT.**

WHEREAS, the U.S. Department of Transportation's Federal Railroad Administration (FRA) on July 9, 2024 issued a Notice of Funding Opportunity (NOFO) for the Railroad Crossing Elimination (RCE) Grant Program. As the only competitive discretionary grant program dedicated to improving railroad crossing safety and efficiency, the RCE Program invests in projects that construct grade separations, upgrade safety devices at crossings, or close at-grade crossings where roads and train tracks intersect. Addressing collisions and blockages at grade crossings has been a top priority for FRA, especially as growing train lengths lead to more frequent and longer blocked crossings; and

WHEREAS, the NOFO states that over \$1.1 billion, funded through President Biden's Bipartisan Infrastructure Investment and Jobs Act, will be available in this grant cycle; and

WHEREAS, BNSF Railway, who owns and operates the rail road corridor at this crossing, is coordinating with the City on this project and grant application, offering both staff and consultant services at no cost to the City; and

WHEREAS, BNSF Railway has committed to contributing 50% of the local matching funds required by the RCE grant program.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF SANTA FE SPRINGS hereby:

1. Approves the filing of a grant application for the RCE Grant Program for the subject project; and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including local match funds and those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the RCE Grant Program requirements; and
4. Delegates the authority to René Bobadilla, P.E., City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scopes; and

APPROVED:
ITEM NO.:

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED and ADOPTED this 3rd day of September 2024.

I, the undersigned, hereby certify that the foregoing Resolution Number 9928 was duly adopted by the City of Santa Fe Springs City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando Muñoz, Deputy City Clerk

Date



French Thompson
General Director
Public Infrastructure & Investments

BNSF Railway Company
P. O. Box 961502
Fort Worth, TX 76161-0052

2600 Lou Menk Drive
Fort Worth, Texas 76131-2830
(817) 352-1549

French.Thompson@BNSF.com

September 23, 2024

Amit Bose, Administrator
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590

Subject: Letter of Support – Safety and Access Redefined: Norwalk Boulevard
and Los Nietos Road Grade Separation

Dear Administrator Bose,

BNSF Railway supports efforts by the City of Santa Fe Springs, California to secure federal discretionary funding under the 2023/2024 Railroad Crossing Elimination (RCE) grant for the Safety and Access Redefined: Norwalk Boulevard and Los Nietos Road Grade Separation project. If awarded, the project will advance planning and design for a new grade separated crossing that will eliminate two challenging at-grade crossings. BNSF would be willing to contribute \$330,000.00 in private matching funds towards the \$3,300,000.00 total project cost, with a request of \$2,640,000.00 in RCE funds.

This project will advance planning and design for a new grade separated crossing to allow for the closure of two existing at-grade crossings at Norwalk Boulevard (DOT No. 027649P) and Los Nietos Road (DOT No. 027650J) along a busy railroad corridor. This project aims to improve safety, reduce emissions, enhance mobility and connectivity, and promote economic equity while improving efficiency for rail traffic.

BNSF values our working relationship with the City of Santa Fe Springs and is prepared to work with all involved public agencies on further development of this project, subject to satisfactory review of funding requirements, final engineering, and entering into definitive agreements as may be required by BNSF or other project stakeholders.

BNSF appreciates your thorough review of this application and looks forward to continuing its relationship with the City of Santa Fe Springs through this important project.

Sincerely,

A handwritten signature in black ink, appearing to be "French Thompson", with a stylized flourish at the end.

French Thompson
General Director – Public Infrastructure & Investments



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: STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS –
AUTHORIZATION OF CONSTRUCTION**

DATE: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Construction Plans for the Stage Road and Iseli Road Street Improvement Project; and
- 2) Appropriate \$1,737,800 in Utility User Tax (UUT) Funds for the project; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The pavement resurfacing of Stage Road is a project included in the 2022-2025 Capital Improvement Program (CIP). The approved funding in the CIP is \$1,300,000 that is anticipated as a reimbursement from the Los Angeles County Metropolitan Transportation Authority (LACMTA) and defined in the Cooperative and Funding Agreement (Agreement) for the Rosecrans/Marquardt Grade Separation Project (Attachment B). The Agreement provides for reimbursement to the City for betterments in an amount up to \$2,000,000 to the extent that there are excess project funds in the project budget for the grade separation.

In order to take advantage of economies of scale, LACMTA has offered to execute a change order to the Rosecrans/Marquardt G.S. project construction contract and have their contractor perform the construction work for the resurfacing of Stage Road and Iseli Road. Since the final project accounting will be completed well after their contractor demobilizes, LACMTA has requested that the City pay LACMTA for the cost of the

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 3, 2024
Stage Road and Iseli Road Street Improvements – Authorization of Construction
Page 2 of 3

change order in advance. Under the terms of the Agreement, LACMTA will reimburse the City up to \$2,000,000 for the cost of these betterments once the final project accounting is completed and the amount of excess available project funds is determined.

Therefore, it is recommended that the City Council appropriate \$1,737,800 in Utility User Tax (UUT) funds in order to advance the construction funds to LACMTA and pay for other project costs. Any funds reimbursed by LACMTA at a later date would be returned to the UUT Fund.

The cost estimate for the project is derived from the most current costs for similar types of construction projects in the area. The total estimated project costs are as follows:

Stage Rd and Iseli Rd

Item:	<u>Estimated Project Costs</u>
Construction	\$ 1,300,000.00
Design	\$ 112,800.00
Engineering	\$ 65,000.00
Inspection	\$ 65,000.00
Contingency	\$ 195,000.00
Total Estimated Project Cost	\$ 1,737,800.00

BACKGROUND

On July 16, 2024, the City Council authorized the Director of Public Works to execute a Task Order for On-Call Professional Engineering Services with JMDiaz Inc., for the design of the commercial street project, including Stage Road and Iseli Road. The consultant prepared the project plans, specifications, and engineering estimates with staff oversight.

The Project is located on Stage Road from 760' Northwest of Iseli Road to 250' Northwest of Valley View Avenue and on Iseli Road from Rosecrans Avenue to Stage Road (approximately 2,800 Feet). The Project Map (Attachment A) denotes the two street improvements project segments. Iseli Road consists of the removal of two inches of existing asphalt pavement and the placement of two inches of rubberized hot asphalt mix over existing asphalt concrete pavement. Stage Road consists of the removal of fourteen inches of existing asphalt and base and the placement of rubberized hot asphalt mix over a crushed aggregate base. Additionally, the project includes the removal and replacement of damaged curb & gutter, cross gutter, sidewalks, curb ramps and driveways, as needed. Both of these roadways are immediately adjacent to the Rosecrans/Marquardt Grade Separation Project and have been accepted by LACMTA as a city-requested betterment to their project per the terms of the Agreement.

The project plans and specifications are complete and the Public Works Department is ready to advertise for construction bids for this project. A copy of the project construction plans will be on file with the City Clerk.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 3, 2024
Stage Road and Iseli Road Street Improvements – Authorization of Construction
Page 3 of 3

In lieu of advertising the project for construction bids, staff is recommending that the City accept LACMTA's offer to complete the work as a change order to the grade separation project. This would result in an economy of scale savings to the City by taking advantage of bid prices from the substantially larger grade separation project, avoiding a separate mobilization and demobilization of a separate contractor, and the administrative costs associated with the advertisement and management of a separate construction contract.

ANALYSIS

The proposed new paving sections will eliminate potholes, support heavy repetitive loads generated by trucks/vehicles, increase pavement service life and, upon completion, allow for a smooth riding roadway.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Both commercial street improvement projects will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will coordinate with LACMTA the construction of the projects as a change order to the grade separation project. Staff will seek reimbursement from LACMTA for these betterments under the terms of the Cooperative and Funding Agreement for the Rosecrans/Marquardt Grade Separation Project once LACMTA completes the final project accounting and verifies the amount of project funds available for reimbursement.

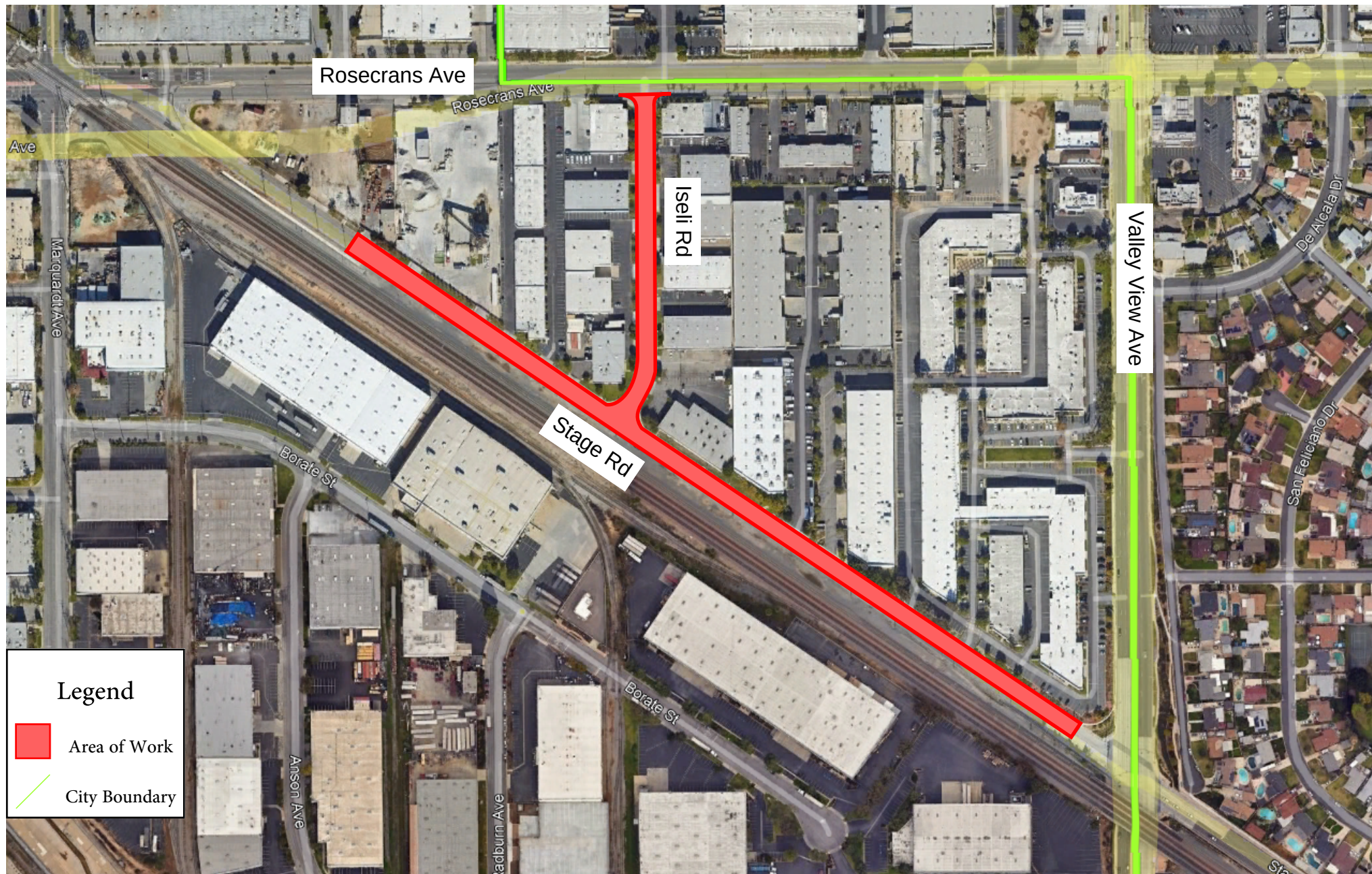
ATTACHMENTS:

- A. Project Location Map
- B. Cooperative Funding Agreement with METRO

ITEM STATUS:

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

Project Location Map



**Metro**

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

July 13, 2018

Mr. Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Los Angeles, CA 90670

SUBJECT: Cooperative and Funding Agreement
Rosecrans/Marquardt Grade Separation Project

Dear Noe:

Enclosed please find the fully executed set of agreements for your records

For further information or additional questions regarding this item, please do not hesitate to contact me at (213) 418-3219.

Best regards,

Dan Mahgerefth
Director, Engineering
Los Angeles County Metropolitan Transportation Authority

Attachment – Cooperative and Funding Agreement
Rosecrans/Marquardt Grade Separation Project

COOPERATIVE AND FUNDING AGREEMENT
FOR
THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT

BY AND BETWEEN
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF SANTA FE SPRINGS

Dated July 13, 2018

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**COOPERATIVE AND FUNDING
AGREEMENT FOR
THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT**

BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS
AND
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

THIS COOPERATIVE AND FUNDING AGREEMENT FOR THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT ("**Agreement**") dated July 13, 2018 is made by and between the City of Santa Fe Springs, a California municipal corporation in the State of California (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority, a local public entity in the State of California ("**LACMTA**"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement.

RECITALS

- A. LACMTA is a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State Legislature for the purpose of design, construction, and operation of rail and bus transit systems and facilities in Los Angeles and the public entity responsible for transportation planning and programming in Los Angeles County.
- B. In collaboration with several southern California agencies and with a combination of funds and funding sources including, but not limited to, Measure R, Proposition 1A through the California High Speed Rail Authority ("**CHSRA**"), Burlington Northern Santa Fe (BNSF) Railway ("**BNSF**"), CPUC Section 190 program through City, Transportation Investment Generating Economic Recovery (TIGER) funds, and California Department of Transportation Division of Rail ("**Caltrans**") (collectively, the "**Funding Entities**") LACMTA proposes to oversee and manage the design and construction of facilities necessary and convenient for the grade separation of the intersection of Rosecrans Avenue and Marquardt Avenue and the BNSF owned railroad corridor located in City and more particularly described below (the "**Project**") with the understanding that the Project is not part of the LACMTA system.
- C. The Project will include the construction of certain improvements (the "**Overpass**") to grade separate Rosecrans Avenue, Marquardt Avenue, and the BNSF owned railroad corridor in the City of Santa Fe Springs. The goals of the Project include the following:
 - (1) Improve safety by separating vehicular and pedestrian traffic from rail traffic to

alleviate the current and potential impacts at the railroad crossing; (2) Enhance mobility and quality of life for the community; and (3) Minimize disruption to residents, businesses, and the community during construction by designing and building an elevated overpass for Rosecrans Avenue. The Project is located at milepost 157.8 on the BNSF San Bernardino Subdivision and BNSF owns and operates the railroad corridor that crosses through City as more particularly described in Exhibit A.

The existing Rosecrans Avenue, Marquardt Avenue grade crossing, U.S. D.O.T. No. 027656A, C.P.U.C. Crossing No. 002-157.80, will be closed permanently and removed upon completion of construction and installation of the Grade Separation.

- D. The City is a California municipal government created pursuant to the California State Constitution for many purposes including, but not limited to, the design, construction and operation of transportation facilities in the City. The City intends, by this Agreement, to facilitate the implementation of the Project, and the design and construction of all Project facilities located within the City or otherwise subject to its jurisdiction, including possible rearrangement of some portions of City Facilities.
- E. BNSF, City and LACMTA will concurrently herewith enter into that certain Rosecrans Marquardt Grade Separation Construction and Maintenance Agreement (the "**C&M Agreement**"), which describes each party's roles and responsibilities in the design, construction and implementation of the Project and the City's operation and maintenance obligations with respect to the Overpass; as a result, the Parties acknowledge and agree that the C&M Agreement governs the subject matter thereof, and this Agreement is intended solely to authorize LACMTA to acquire property and design and construct the Project on behalf of the City, and to govern certain funding obligations of the City (to the extent the City receives CPUC Section 190 funds from the State of California) with respect to the Project, and to address certain matters relating to cooperation between LACMTA and the City with respect to the Project. Therefore, City's and LACMTA's requirements with respect to the design and construction of the Project, City rights with respect to review and approval of the design of the Project, inspection of the construction of the Project, and ongoing maintenance and repair obligations of the City with respect to the completed Project, among other things, are set forth in the C&M Agreement and not in this Agreement.
- F. The construction of the Project may require the Rearrangement of all or portions of certain City Facilities. City and LACMTA desire to cooperate so that such Rearrangements are consistent with City requirements and facilitate the construction of the Project. City acknowledges that it has rights of review and approval of the Plans and Specifications for the Project pursuant to, and subject to the terms and conditions of, the C&M Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby

acknowledged, City and LACMTA agree to the terms and conditions of this Agreement, as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Scope of Agreement

This Agreement specifies certain procedures that LACMTA and City will follow in identifying, planning, designing and effecting the Project in the City, including (a) the Rearrangements of City Facilities and other impacts of the Project in order for LACMTA to design and construct the Project within the City, (b) the manner in which both LACMTA and City will cooperate and coordinate with the other in activities covered by this Agreement and any supplemental agreements hereto, and (c) the City's funding obligations with respect to the Project (to the extent of CPUC Section 190 Funds). Further, City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and LACMTA to successfully implement construction of the Project within the terms provided herein. LACMTA agrees to secure all required permits and approvals, and make all arrangements for the relocation and/or installation of all facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction of the Project. Finally, City agrees to designate the Project as comprising a high priority public works project under the City, and to provide LACMTA with expedited review and approval procedures in connection with design, permitting, and other project services to be exercised by the City with respect to the portions of the Project within the City Right-of-Way or Conflicting Facilities.

The terms and conditions of this Agreement shall not negate or otherwise modify the terms and conditions of any existing easements, licenses or other use and/or occupancy agreements between City and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law.

1.2 Duration of Agreement

The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue in effect until the completion of each Party's obligations hereunder. The Parties shall have no right to terminate this Agreement prior to the completion of their respective duties and responsibilities hereunder except in connection with a termination of the C&M Agreement in accordance with the terms

thereof. If either Party fails to perform its obligations hereunder for the term of this Agreement, the other Party shall have all of its rights and remedies under law or in equity. Neither the termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

1.3 Conditions Precedent

It shall be a condition precedent to the obligations of LACMTA and its performance hereunder that LACMTA has received the necessary appropriations, subsidies, grants, payments and/or contractual commitments from the Funding Entities necessary for it to perform such obligations under this Agreement.

1.4 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.4.1 Abandonment is defined as the permanent termination of service or removal of an existing City Facility or portion thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely permit such City Facility to remain in place in accordance with applicable Law and/or City Standards.

1.4.2 Betterment(s) means (i) any upgrading of the facility in the course of a Rearrangement that is not incorporated into the Design as defined in Section 1.4.11 and as more thoroughly described in Article 4 of this Agreement, attributable to the Construction of the Project and is made solely for the benefit of and at the election of the City, including an increase in the capacity, capability, efficiency or function of a Conflicting Facility over that which was provided by the corresponding Conflicting Facility; or (ii) any enhancement or upgrade to the Project from the requirements set forth in the Approved Plans that City requests. Betterments shall be entirely financed at the expense of City, subject to the provisions herein regarding reimbursement to the City from the Project budget. LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project. Notwithstanding the foregoing, none of the following shall be considered Betterments:

(a) An upgrade, to which the Parties mutually agree, is necessary for the Construction, operation or maintenance of the Project;

(b) An upgrade required by applicable Law;

(c) Measures to mitigate environmental or other impacts of the Project arising from the construction or operation or maintenance of the Project, including measures identified in the Project's Environmental Assessment (EA) or any supplemental or addenda environmental reports or any kind ("Environmental Documents"), and also including any other measures agreed to by LACMTA as appropriate for the construction or operation or maintenance of the Project, regardless of whether they are identified in the Environmental Documents;

(d) Replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase);

(e) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or

(f) Any upgrade required by applicable City Standards.

1.4.3 City is defined as the City of Santa Fe Springs, California, including, but not limited to, City Council members, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.4 City Facility is defined as any real or personal property located within or immediately adjacent to the Right-of-Way or other locations that is owned or under the exclusive operation of City and that impact the functionality of the system. City Facility includes, but is not limited to, structures, improvements, and other properties, which are under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, parkways, curbs, curb ramps, sidewalks, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, water distribution systems, utilities, street poles, street lights, signals, signs, markers, water lines, survey monuments, parking lots, parking spaces, parks, public landscaping and trees, traffic control devices, lighting equipment, fiber optic and other telecommunication or related facilities, fire hydrant and fire suppression systems and all other City owned or operated sub-structures of any kind.

1.4.5 City Representative is defined as the person designated by the City Manager to represent the City and shall manage and coordinate interactions between the City and LACMTA and who has the power to conduct meetings and reviews and approves actions, as required by this Agreement, on behalf of the City.

1.4.6 City Right-of-Way is defined as public streets and public easements as per applicable legal documents owned by the City, whether title is held in fee, easement, right-of way, or otherwise authorized by law.

1.4.7 City Standards is defined as the City's published rules, codes and ordinances in effect on the effective date of this Agreement that affect the design and construction of the Project, including but not limited to the provisions of Section 2.1 below and:

- (a) The Standard Specifications for Public Works Construction (SSPWC);
- (b) The Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments;
- (c) The California Manual on Uniform Traffic Control Devices (MUTCD) and the American National Standard Practice for Roadway Lighting, ANSI/IESNA RP8-2000;
- (d) The latest Caltrans Standard Plans and Standard Specifications and all applicable Caltrans directives;
- (e) Applicable Caltrans Traffic Operations Policy Directives;
- (f) Caltrans Highway Design Manual;
- (g) City of Santa Fe Springs Standard Plans; and
- (h) BNSF's Standard Plans & Requirements (to the extent applicable pursuant to the C&M Agreement).

1.4.8 Conflicting Facility is defined as an existing City Facility which City and LACMTA determine is so situated within or immediately adjacent to the Right-of-Way as to require Rearrangement in order to construct, operate or maintain the Project without adversely impacting the access, use and maintenance of that City Facility.

1.4.9 Construction is defined as work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, support or relocation, of all new and existing facilities to be constructed, systems, and equipment to be procured and installed that are necessary to build, operate and maintain the Project.

1.4.10 Days is defined as calendar business days unless specified otherwise in this Agreement.

1.4.11 Design is defined as the engineering and architectural, and other design work and the resulting maps, plans, drawings, computer software, estimates, specifications, special provisions, calculations, computer software and estimates related to the design of the Replacement Facilities, which are necessary for the Construction of the Project.

1.4.12 Design Review is defined as the process of evaluation of Design documents, plans and specifications by the City and LACMTA that are developed by consultants which are necessary for the construction of Betterments, a Replacement Facility or portions of the Project within City Right-of-Way.

Design Reviews shall be conducted at the following Plan Specifications & Engineering (PS&E) critical milestones:

- (i) 65% PS&E Design (65% complete);
- (ii) 90% PS&E Design (90% complete); and
- (iii) 100% Final Design (100% complete and issued for Construction).

City may be asked by LACMTA from time to time to review Advanced Partial Design Submittals. City shall make all pertinent comments to the Design documents at the critical milestones and verify the Final Design.

Construction of Replacement Facilities shall not begin until the City verifies the Final Design submittal for such applicable Rearrangement work within City Right-of-Way or with respect to Replacement Facilities. City has made all pertinent comments to the Design documents at the Initial Design and Pre-Final Design stages and will verify at the Final Design stage that such comments have been satisfactorily addressed by LACMTA.

1.4.13 Design Freeze is the date and stage of Design when Design is frozen for the purpose of procuring the contractor who will construct the Project (which is the date on which the 65% PS&E Design was completed). The 65% PS&E Design has been completed prior to the date hereof and such 65% PS&E Design has reflected all current applicable City ordinances and laws, and has incorporated all City comments on such Design. All standards, laws or applicable criteria by the City or other local jurisdiction shall be frozen at the Design Freeze date so that the Design does not need to comply with any subsequent changes in such standards, laws or criteria.

1.4.14 Dispute has the meaning set forth in Article 13.

1.4.15 Effective Date is defined as the date on which this Agreement has been fully executed on behalf of both LACMTA and City, after having been approved by the City Council of the City and the Board of Directors of LACMTA.

1.4.16 Facility is defined as real or personal property now or in the future to be located within the City Right-of-Way of the Project for the purpose of providing service to the public, including but not limited to, public streets, highways, bridges and alleys, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, easements, recreational facilities, and any equipment, apparatus and/or structure and substructures appurtenant thereto or

associated therewith.

1.4.17 General Contract is defined as the general contract between LACMTA and LACMTA's general contractor with respect to the Construction of the Project.

1.4.16 Governmental Authority is defined as any government or political subdivision, whether federal, state, or local, or any agency or instrumentality of any such government or political subdivision, or any federal, state, or local court or arbitrator, other than City and/or LACMTA.

1.4.17 LACMTA is defined as a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State including but not limited to, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.18 LACMTA Representative is defined as the person designated by the Chief Executive Officer for LACMTA, or his/her representative who has been authorized in writing by the Chief Executive Officer, to conduct meetings, execute work orders, and reviews and approves actions, as required by this Agreement.

1.4.19 Laws is defined as any law, rule, regulation, ordinance, statute, code or other requirement of City, LACMTA, or any Governmental Authority.

1.4.20 Parties is defined as LACMTA and City, collectively, and a "Party" is defined as LACMTA or City, individually.

1.4.21 Project has the meaning set forth in Recital C.

1.4.22 Rearrangement is defined as the removal, replacement, encasement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which LACMTA and City determine must be rearranged in order to construct or maintain the Project.

1.4.23 Replacement Facility is defined as a facility, which, if determined by City to be necessary, shall be constructed as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.

1.4.24 Right-of-Entry (ROE) is defined as the process through which the City will grant LACMTA and its contractors the right to enter the City's right of way areas required to construct, operate and maintain the Facilities and systems that comprise the Project.

1.4.25 Street Lighting System is defined as a complete lighting system to illuminate City, bus and rail right-of-way, including, but not limited to, public roadways, detour roadways, parkways, alleys, sidewalks, detour sidewalks, bridges, underpasses,

overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, power service points and other related equipment.

1.4.26 Substantial Completion is defined as the point at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public.

1.4.27 Substantial Completion Effective Date is defined as the date at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public, regardless of the length of the Punch List or the existence of incomplete items.

1.4.28 Temporary Facility is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the Construction of the Project, but which will be removed or restored to its original condition after such Construction activities are completed.

1.4.29 Traffic Management Plan is defined as a plan that addresses traffic control requirements in Construction areas through a Temporary Traffic Control Plan ("TTCP"), and along detour routes through a Construction Detour Plan ("CDP"). A TTCP is a site-specific design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a CDP addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, advanced warning signs, warning lights changeable message signs ("CMS") or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and shall be consistent with the requirements of the General Contract. The Traffic Management Plan will be submitted to City and LACMTA for their review and approval.

1.4.30 Work Order is defined as that document which LACMTA issues to City authorizing City to perform a defined scope of work and services with respect to the Design and/or Construction of the Project or a Rearrangement to be funded by LACMTA under the terms and conditions of this Agreement.

1.4.31 Punch List means an itemized list of construction work or components

thereof which remains to be completed after the issuance of a notice of substantial completion. The Punch List items will include incomplete items, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the Replacement Facility.

1.5 Representatives

1.5.1 City Representatives. For the Project, the City's designated representative is the Director of Public Works. The City Representative shall assist LACMTA in the delivery of the Project and each designated component thereof in a timely manner. The City Representative will have the responsibility to:

- (i) Manage and coordinate interaction of City with LACMTA,
- (ii) Undertake reviews and make final decisions and approvals as required by this Agreement.
- (iii) Coordinate among the City departments and other constituent entities as necessary for the City Representative to make the designated decision or approval.

The City may change its designated City Representative by providing ten (10) Days prior written notification to LACMTA; provided, however, that any such change in a City Representative shall not relieve City of timely meeting its obligations under this Agreement. LACMTA shall have the right to request the City Representative to be replaced if it is reasonably determined by LACMTA that performance of such individual is unsatisfactory and/or adverse to the timely completion of the design and construction of the Project.

1.5.2 LACMTA Representative. The Project Manager for LACMTA shall designate a person, or the holder of a specified office or position, to act as LACMTA's Representative. LACMTA's Representative will have the responsibility to manage and coordinate LACMTA's interaction with the City, and to produce the necessary Design and Construction documents for City review and/or approval, and make approvals as required by this Agreement. LACMTA may change its designated LACMTA Representative by providing ten (10) Days prior written notification to the City. However, that any such change in a LACMTA Representative shall not relieve LACMTA of timely meeting its obligations under this Agreement. LACMTA's Representative shall have the full and requisite authority to make final decisions with respect to approvals and/or disapprovals of the specified subject matter. LACMTA's Representative shall assist the City as appropriate and whenever necessary so that the City can carry out its obligations under this Agreement. Among other things, LACMTA's Representative will have the responsibility (i) to manage and coordinate the work of its design and/or construction consultants and contractors; (ii) to manage and coordinate interaction of authority with the City, (iii) to produce the necessary work documents and reports required by this Agreement, (iv) to undertake

reviews and make final decisions and approvals as required by this Agreement or the C&M Agreement and (v) to coordinate among the applicable LACMTA representatives and contractors or other entities as necessary for the LACMTA Representative to make the designated decision or approval.

ARTICLE 2 DESIGN

2.1 Coordination of Design; Mitigation

LACMTA is responsible to coordinate all designs of the Project with the City and those community groups that are affected by the Project. LACMTA is responsible to work with the communities neighboring the Project to seek consensus of these design elements impacting the traffic circulation, safety, appearance, and quality of life. These design elements include but are not limited to architecture, aesthetic quality of the stations, noise and vibration controls, lighting and sound walls in accordance with the approved environmental documents. LACMTA is responsible for collaborating with City to determine proper and effective mitigation measures to address community concerns.

2.2 Coordination

LACMTA Representative and the City Representatives shall work in good faith pursuant to the established guidelines and procedures set forth herein with respect to Design Review and coordination of Construction, right-of-entry, right-of-way acquisition and Rearrangement of City Facilities pursuant to this Agreement in order to permit the timely design, construction and operation of the Project. All such guidelines and procedures shall be considered part of this Agreement. LACMTA shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with LACMTA's Construction schedule for the Project, as mutually agreed upon by LACMTA and the City. The City Representative(s) shall attend regularly scheduled coordination meetings to stay apprised of the Project schedule and activities within the City. City shall also attend and participate in the Project regular technical, traffic management, preconstruction meeting, and various other project meetings to brief CITY Council on the status of the Project to solicit input, and to provide a forum to discuss and resolve project and local agency issues.

2.2.1 LACMTA shall schedule its construction activities to cause the least amount of disruption to City services. As set forth herein, City consents to schedule an interruption of service, deemed necessary by LACMTA; however, LACMTA shall provide prior notice before City services are interrupted. LACMTA will notify affected parties, including residents and businesses, in advance of scheduled interruptions and will cooperate with City to minimize interruption of City service and resulting disruptions. Where City

determines that Temporary Facilities are reasonably necessary and appropriate and provides LACMTA with at least 14 Days prior written notice to provide the same, LACMTA shall provide such Temporary Facilities; provided, however, that LACMTA deems such request reasonable and necessary.

2.2.2 City recognizes that time is of the essence for the Project, and the designated City Representative shall submit consolidated comments on Design Submittals to LACMTA within the time periods required and shall identify any aspects of the identified segments that do not conform to applicable City Standards, based on the information provided; however, in the event the Final Design Submittals are incomplete, the City has the right to reject said submission. City shall notify LACMTA at the earliest opportunity that said submittals are incomplete. Construction components identified by City, which do not conform to City Standards, Requirements, or Ordinances shall not be constructed. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.2.3 Each Design submittal shall include AutoCAD design drawings, project specifications, supporting data, reports and such information as needed to advance to the next stage of design. No more than six (6) Design submittals consisting of a reasonable number of sheets shall be scheduled for review and approval by the City at one time unless otherwise agreed upon. The determination of what constitutes a reasonable number of sheets will be agreed upon by the parties through their respective representatives in advance of each stage of design.

2.2.4 The Parties recognize that City approval of Final Design submittals might result in Design or Construction of City facilities that are non-conforming to applicable City Standards subject to the Design Freeze. LACMTA shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) they are requested by the City in order to conform that Facility to applicable City Standards or (ii) correction is necessary to prevent public health and/or safety risk.

2.3 Design of Rearrangements Performed by LACMTA, Its Consultants and Contractors

Unless otherwise mutually agreed, LACMTA (or its consultants and/or contractors) shall Design all Rearrangements, including Betterments thereto. For the Design of any specific Rearrangements, which will be performed by LACMTA (or its consultants and/or contractors), LACMTA shall issue plans or necessary documents for City to review plans and specifications as required, and the following procedures shall govern.

2.3.1 Coordination of Design and the development of the Design plans and specifications shall be the responsibility of LACMTA Representative (who shall confer from

time to time with the City Representative), except to the extent that such responsibility has been delegated to LACMTA's consultants and/or contractors in accordance with this Agreement, then LACMTA shall ensure that its consultants and/or contractors are diligently coordinating the Design with the City.

2.3.2 Development of Design, Performance Specifications and Technical Provisions - LACMTA and its consultants will undertake the preparation of a set of technical drawings and technical specifications.

2.3.3 Design plans of Rearrangements performed by LACMTA, its consultants or Contractor shall be prepared in AutoCAD.

2.3.4 The Parties will work in good faith through their designated representatives to develop and finalize a mutually agreeable schedule and electronic format for submittal and approval of plans and specifications for any Rearrangement of City Facilities required in connection with the Project, provided that such schedule for submittal and approval by City shall be consistent with the process for design review and approval under Section 2.12.

2.3.5 LACMTA's engineering consultants, and its contractors, are responsible for errors and omissions in the plans, specifications, submittals, and all other related contract documents. Subject to the approval standards below, the City shall have the right to approve or disapprove the Final Design Documents, but expressly agrees and acknowledges that during the Final Design stage at 100%, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by City and LACMTA; however, this limitation shall not apply in circumstances where earlier submittals were incomplete or otherwise did not disclose sufficient information to disclose conflicts, noncompliance with City Standards or applicable Law. City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and LACMTA, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. City shall have the right to make new comments on any material changes in Design from previous submittals.

2.4 Design of Rearrangements Performed by the City

If LACMTA and City mutually agree that the City (or its consultants and/or contractors) shall Design a specific Rearrangement, LACMTA shall incorporate such work into the Design documents for the Project, upon incorporation of which LACMTA shall proceed to perform the Design of such Rearrangement, and the activities referred to in

the following subsections:

2.4.1 The City shall perform its Design work in conformance with LACMTA's Project schedule and the C&M Agreement and shall coordinate throughout Design with LACMTA to develop plans satisfactory to both LACMTA and City for each Rearrangement. The schedule for completion of design, coordination requirements, review procedures, and related provisions shall be mutually agreed to and included as attachments in the work plan, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 2.6.

2.4.2 The City shall submit a set of the completed Design plans and specifications, including estimate of the cost of Construction and estimate for the time needed to perform the required Rearrangement work, to LACMTA for its review and approval. Unless otherwise expressly permitted herein, City will not change the approved plans during Construction, except with prior written concurrence of LACMTA. This constraint shall not apply to unapproved proposed plans. LACMTA's review and approval of any Design furnished by City, its consultants or contractors shall be limited solely to assessing compatibility of the Replacement Facilities with the Project, coordination with LACMTA's work on the Project, and Cost issues. LACMTA will review the Design plans and specifications for their compatibility with the overall Design.

2.4.3 City shall be responsible for errors and omissions for any plans and/or specifications prepared by City's consultants or contractors.

2.5 City Review and Approval of Significant Changes

LACMTA shall not make any significant changes to the Project from the Approved Plans as it pertains to the City Rights-of-Way or City Facilities, without the prior review and written approval of the City; however, nothing in this provision is intended to modify, alter or abrogate the requirements of the Environmental Assessment(EA) approved for the Project. The procedures for review of the significant change shall be as follows:

2.5.1 LACMTA shall identify any proposed significant change to City, along with a rationale for said change, and City shall have twenty (20) working Days from the date of receipt of any documents from the LACMTA's Representative to review and approve or disapprove any proposed significant change by written notice to the LACMTA Representative. Any such disapproval shall be accompanied by a detailed written explanation for the disapproval and a proposed resolution to obtain City approval of the same. In the event the designated City Representative does not respond to LACMTA within the twenty (20) working Day period, City shall be deemed to have concurred with all the proposed significant changes in the submittal.

2.5.2 If the City Representative timely disapproves or indicates non-concurrence with a proposed significant change in writing, as required above, LACMTA shall propose in writing and on drawings, as appropriate, another change that responds to the City's concerns which may constitute a significant change or non-significant change. Under these circumstances, the City shall have an additional fifteen (15) working Days to review any such proposed non-significant change or proposed significant change. The designated City Representative shall have the 15-working day period of time from the date of receipt of the documents from the LACMTA's Representative to complete the design review and to make the necessary and appropriate comments on the contents of the documents.

2.6 Betterments

2.6.1 LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project.

2.6.2 It is understood and agreed that LACMTA will not be responsible for the Cost of any Betterment, and that no Betterment may be performed in connection with any Rearrangement (whether designed or constructed by City or by LACMTA) which is incompatible with the Project or which cannot be performed within the constraints of applicable Law, any applicable governmental approvals and/or adversely impacts the critical path of the LACMTA's schedule for the Project. Notwithstanding the foregoing, to the extent there are excess funds in the Project budget that are not required for the Project Cost, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 to reimburse City for the actual costs of any such Betterments, after deducting from such aggregate \$2,000,000 the amount of any reimbursement by LACMTA to City for the costs of City services under Section 2.12.

2.7 General Design Criteria

2.7.1 City shall notify LACMTA of any revisions or additions to City Standards subject, however, to the Design Freeze. The Design of each Rearrangement, whether furnished by City or by LACMTA (or by their consultants or contractors), shall conform to the City Standards together with revisions or additions thereto, which shall be incorporated into the Design product pursuant to the provisions in this Section 2.7.

2.7.2 City agrees that it shall not adopt any new City standards, or otherwise amend or supplement any existing City standards, for the sole or primary purpose of affecting the Project or that are inconsistent with the Design Freeze.

2.7.3 City agrees to comply with the provisions of this Section so long as the

Project stays within the original general timeline and/or schedule for its Design and Construction. If for any reason, the Project is placed on hold by LACMTA for a period of twenty-four (24) months or more, City will have the option to review and modify any City Standards from the previous design. The City will not be liable for any costs due to the changes in standards due to this type of Project delay.

2.8 Changes in Approved Plans

Following City approval of the Approved Plans, changes in the Approved Plans shall require both LACMTA's and City's approval. All changes required to accommodate differing site conditions are the responsibility of LACMTA, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by City.

2.9 Specific Design Requirements for Rearrangements

2.9.1 Surface Openings. To the extent practical, LACMTA shall locate surface openings associated with the Project, if any, such as surface openings, so as to cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical, they shall be located in or on LACMTA-owned property, unless otherwise agreed to by City. In determining location of surface openings, health and safety concerns are paramount. Placement of surface openings in sidewalks will be avoided, as much as possible at all times, and City concurrence shall be obtained prior to placement. Other openings, such as mechanical access openings shall be permitted in sidewalks provided said openings are enclosed by a mutually acceptable method. City and LACMTA shall mutually agree on the exact location and size of such openings.

2.9.2 Landscaping. Trees and landscaped areas under ownership or control of City shall be preserved and trees shall only be removed with the consent of City. Trees in the Project's construction area which are to remain shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced in the ratio of one (1) replacement tree for each one tree removed in accordance with applicable City Standards. Landscaped areas removed due to Rearrangements shall be restored in accordance with applicable City Standards, including the City's water conservation and sustainability standards.

2.9.3 Traffic Control Devices. Construction shall require the removal and reinstallation of traffic control devices. Provided that LACMTA has received final written approval of the Design document for the Project by City, City hereby consents to all removals, temporary installations, reinstallations and interruption of traffic control devices in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide prior notice to the City

Representative before service of traffic control devices is interrupted. LACMTA will cooperate with City to minimize interruption of services of traffic control devices. As required, LACMTA shall issue work orders to LACMTA's contractors for necessary removal and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, interconnect, cameras, loops, pavement markings, and striping, in accordance with LACMTA's Construction schedule.

2.9.4 Street Lighting. Construction shall require the removal, modification, and reinstallation of existing or installation of new lighting systems depending on the impact of the Project on City Facilities. Provided that LACMTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide at least three (3) Days prior notice to the City Representative before service of Street Lighting Systems is affected. LACMTA will cooperate with City to minimize interruption of street lighting service. LACMTA shall issue work orders for the Rearrangement of a Street Lighting System when required under the terms of this Agreement.

(a) Any work that will affect lighting systems, maintained by or under the jurisdiction of City, must be approved for compliance with applicable City Standards by the Public Works Department. Design for a Street Lighting System must be forwarded for Design Review to the City in accordance with this Agreement.

(b) Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of City within the boundaries of the Project, as well as all lighting systems on the same circuit in the direct vicinity of the Project, shall be maintained and kept in operation by the general contractor at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for the Project.

(c) In the event of any damage caused by LACMTA or its contractors to lighting systems maintained by or under the jurisdiction of City, the City must be notified. All damages shall be repaired as soon as reasonably possible by LACMTA's contractors under City inspection at no expense to City. City may request reimbursement for Staff time required to oversee the repairs.

2.10 Construction Staging Plans

LACMTA, through its consultants, contractors, subcontractors or agents, shall develop construction-staging plans. Construction staging plans shall provide, among

other things, for the handling of vehicular and pedestrian traffic and street lighting on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plans. Such plans shall incorporate actions to maintain access to business adjacent to the Construction areas and actions to ensure safe access and circulation for pedestrians, bicyclists, and vehicular traffic. LACMTA will ensure that the plans complement elements of public awareness as well as mechanisms to assist affected Parties in complaint resolutions. City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning and Construction sequencing which are necessary in order to secure, ensure and provide for public health and safety and functionality. All Construction staging plans, including related traffic control plans, shall be submitted to the designated City Representative for review and approval in accordance with Article 3 prior to implementation. Construction staging plans should be included or referred to in the Traffic Management Plan and any TTCs and CDPs provided to the City, which may be amended from time to time as LACMTA determines that additional Construction staging areas are necessary.

To assist LACMTA in the coordination and the development of Construction staging plans, upon request by LACMTA, City will furnish to LACMTA during Design at the time required by LACMTA's schedule, the following information, in writing or when mutually agreed:

2.10.1 Worksite traffic control:

- (a) The traffic lane requirements for streets impacted by Construction activities.
- (b) Streets proposed for complete closure during Construction and the duration of the closure. Complete street closures require City approval in accordance with this Agreement and Exhibit B.
- (c) Parking restrictions to be imposed during the Construction period.
- (d) Detours.
- (e) Preliminary haul routes and overload routes and truck staging areas.

2.10.2 All relevant City Facilities information (other than streets):

- (a) City Facilities in which service must be maintained.
- (b) City Facilities in which service may be abandoned during Construction.
- (c) Proposed phasing or sequencing of Construction of Rearrangements.
- (d) Rights-of-way that must be acquired for Replacement Facilities and Rearrangements.

2.11 Assistance by City

Subject to reimbursement for costs as provided in Section 2.12, City agrees to assist LACMTA with planning, engineering, technical, analytical and administrative support services with respect to fire/life safety, police security, transportation engineering, civil and structural engineering, illuminating engineering, landscape, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed.

2.11.1 Fire/Life Safety. Assistance in the Design, Construction and operations planning of the Projects as it relates to fire prevention, fire suppression, and emergency preparedness with respect to fires or other major disasters. The assistance shall also include reviews for conformance of fire/life safety codes, standards and regulations. Fire Department representatives will be invited to participate as active members of LACMTA-designated committees dealing with fire/life safety issues.

2.11.2 Police Security. Assistance in the Design, Construction and operations planning of the Projects as it relates to personal and property security, deterrence and detection of criminal activity and the apprehension of criminals. The assistance shall also include, if requested by LACMTA, participation by police department representatives as active members of LACMTA-designated committees dealing with police security.

2.11.3 Transportation Engineering. Assistance in the Design, Construction and operations planning of Project as it relates to facilitating movement of automobiles, buses, bicycles, and pedestrians into, through and from the Project. The assistance shall also include the review and approval of the Traffic Management Plan, temporary traffic signal, geometric striping, traffic signal software development, permanent traffic signal plans and monitoring installation of those prepared or installed by LACMTA's contractors and consultants in accordance with Work Plan, City will review plans for final geometric striping and signal plans for the Projects.

2.11.4 Illuminating Engineering. Assistance in the Design and Construction of Street Lighting Systems affected by the Project shall also include review and approval of contractor-prepared temporary street lighting and street lighting demolition plans as well as final restoration Street Lighting System Designs prepared by LACMTA's contractors and consultants.

2.11.5 Recreation and Park Engineering. Assistance in the design, Construction and operations planning of the Project as it affects recreational areas within the Project.

2.11.6 Civil and Structural Engineering. Assistance in design, design review, Construction, and operation of other City facilities.

2.11.7 All Other Areas. Assistance in Design, Construction and operations of

other City Facilities.

2.11.8 General Services: Assistance through the provision of general services support (including, for the purposes of, among others, traffic monitoring, general surveillance, public affairs, media affairs, major incident response) to the extent that the City has resources available to provide said general services.

2.12 City Review of Any Project Design Submittals

The following requirements and process shall apply to City's review, comment and approval of any and all submitted plans, specifications, and shop drawings for the Project Facilities located within, on, under or over City Right-of-Way during the Design Review stages and for City review and comment regarding same. City agrees and acknowledges that all Design and Construction by LACMTA (or its consultants or contractors) pursuant to this Agreement shall conform to the standards and specifications set forth in herein. The parties acknowledge that the Design has reached the 65% Design stage and that City's review and approval will be required for the 90% and 100% Design submittals.

2.12.1 Within ten (10) Days after receipt of a Design submittal for the Project Facility, (i) City shall inform LACMTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify LACMTA, or shall return the plans and specifications to LACMTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. The City will have another ten (10) Days to determine the completeness of the re-submittal. If no such notice or return is received by LACMTA within such ten (10) Days, the plans and specifications shall be deemed complete and acceptable by City for review purposes.

2.12.2 Within thirty (30) Days after receipt of each submittal, City shall review the plans and specifications and either advise LACMTA that it has no comments, or transmit its consolidated comments to LACMTA, including all applicable comments from third parties and City departments. City's consolidated comments will be submitted on a comment matrix and annotated plans as a single submission. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.12.3 LACMTA will revise the applicable submittal to address the undisputed City comments and shall notify City within five (5) Days of any outstanding disputed comments. In the event there are outstanding disputed comments under this Section, LACMTA shall conduct a comment resolution meeting with the City within ten (10) Days of notification of the disputed comments, to address and resolve any such outstanding City comments. The designated City Representative shall participate in the comment resolution meeting and shall invite any support staff reasonably necessary to address and

resolve the outstanding comments at such meeting.

2.12.4 The provisions of this Section will also apply to any re-submittal of plans and specifications by LACMTA, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Re-submittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.

2.12.5 City shall engage the services of Staff or third party construction consultant(s) and a construction inspector at LACMTA's expense that are reasonably acceptable to LACMTA to assist City in the performance of its review and approval of Project design submittals in accordance with this Section 2.12 and its public works inspection services as contemplated in Section 1.1 hereof. LACMTA shall reimburse City for the reasonable out of pocket costs incurred by City for the services of Staff, consultant(s) and inspectors, provided such reimbursement shall be part of the total City Reimbursement Amount of Three Hundred Thousand Dollars (\$300,000) which is included as part of the Project Cost (as defined herein). City's support services cost will not exceed this amount without prior written justification from City and approval from LACMTA. City shall be responsible for the costs of such Staff, consultant(s) and inspectors to the extent that such costs exceed the City Reimbursement Amount, subject to the potential additional reimbursement of such costs by LACMTA from any excess Project funds that are not required for the Project (up to the aggregate amount of \$2,000,000 including any amounts paid to City for Betterments). City shall submit the invoices for Staff, consultant and inspection services to LACMTA on a monthly basis, together with approval and evidence of payment of the invoice by the City, and LACMTA shall reimburse City for such amount within thirty (30) days after submission of such invoice and evidence of payment.

2.13. Reserved.

2.14 Relocation of City Utilities and Private Utilities

LACMTA shall provide a composite utility plan to City to be reviewed and approved in advance, and City and LACMTA shall jointly determine the priority of any utility conflicts. City hereby agrees to exercise and invoke its rights under any applicable State franchise laws or under any applicable franchise agreements that it has with utility owners to effectuate such rearrangement or relocation at the expense of the affected utility owner as necessary to allow completion of the Project. Within 10 Days of receipt of LACMTA's written request, City will send a written notice to all utilities whose facilities conflict with the Project, instructing them to relocate or remove the conflicting facilities at utility owner's cost in accordance with City's Franchise Agreement with each such utility owner.

2.15 Engineer

LACMTA has engaged a design engineer (the "Engineer") (which Engineer is Biggs Cardoso Associates, Inc., unless LACMTA designates a different design engineer for the Project) to prepare all Design work for the Project. LACMTA agrees to require Engineer to indemnify, defend and hold both LACMTA and City harmless for any work performed by Engineer under its contract for services to provide design and engineering services. LACMTA shall require that the Engineer's services conform to all professional engineering principles generally accepted as standards of the industry in the State of California, so that such design and engineering shall be suitable for the Project's intended purpose (as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09) and shall be free of errors, omissions, inconsistencies, inaccuracies, deficiencies or other defects.

ARTICLE 3

PERMITS, CONSTRUCTION, AND PROPERTY RIGHTS

3.1 Community Notifications

The Contractor and LACMTA, in consultation with City, will be responsible for establishing public outreach programs to provide proper notifications to the affected communities prior to and during Construction. These notifications include but are not limited to public announcements in radio stations and local newspapers, changeable message signs, road advisory signs, community notice mailing, and posting of notices. LACMTA shall require its contractors to schedule their activities so as to minimize Construction duration.

3.2 Permits

3.2.1 For this Project and pursuant to applicable Laws, City agrees to a Waiver of Permit Fees to cover work affecting the public Right-of-Way by LACMTA. City agrees that it shall not exercise permitting over LACMTA, and shall not require the payment of fees or the posting of bonds for the Project Facilities located within, on, under or over the City's Right-of-Way for the period of time in which this Agreement is in effect. LACMTA's plans and specifications for construction of the Project Facilities located within, on, under or over the City Right -of-Way shall be submitted for City's review and comment. Notwithstanding the foregoing, the City's Standards shall be adhered to by LACMTA as and to the extent set forth in this Agreement.

3.3 Waiver of Permit Fees

3.3.1 All work for the Project that is within or affects the City's Right-of-Way is subject to the waiver of permit fees set forth in this Agreement, including any portion(s) of private properties dedicated for public right of way purposes. This Article shall not relieve LACMTA or its contractors from plan checks, permits, or inspections required by the Santa

Fe Springs Police Department, and plan checks, permits, or inspections required for fire and life or safety matters by the Santa Fe Springs Fire Department (i.e., hazardous materials soil removal, abatement of hazardous material storage tanks, special extinguishing systems, State Fire Marshal Code requirements, etc.).

3.3.2 Notwithstanding Section 3.3.1, the following fees will not be waived:

- (a) Industrial Waste Discharge Permit; and
- (b) Temporary Water Meter Fee.

3.4 Permit Process Conditions

3.4.1 The provisions of this Article do not apply to any utility company doing relocation work. Individual project construction contracts will require individual permits, such as excavation permits. This permit requirement will be waived upon the Effective Date for all advance utility work on behalf of LACMTA within the contract limits of work as shown on the Approved Plans. Change orders and new work on City Facilities not shown on the Approved Plans shall be reviewed and approved by the City prior to permit issuance.

3.4.2 Subject to the provisions of Section 2.14 above, LACMTA will be responsible, as part of the Project, for any advance utility relocation work, including water, sewer, street, storm drain, street lighting, structural, traffic signal, striping, signing, fiber optic, telecommunication and other utility facilities affected by the Project. To the extent the utility owners fail to perform the required Design and Construction in connection with such utility relocation work, such work will be designed and constructed by LACMTA in accordance with City Standards and policies. To the extent the utility owners subsequently pay for all or part of such Design and Construction work pursuant to their City Franchise Agreements, or otherwise, City shall reimburse LACMTA for the actual costs it has then incurred in connection with the Design and Construction of the utility relocation work.

3.4.3 LACMTA shall provide City with electronic imagery (photographs) in a format acceptable to the City for work performed in, on or around the City Facilities.

3.4.4 LACMTA shall provide "As-Built" drawings (as described in Section 4.4) within ninety (90) Days of the completion of the work on either temporary or permanent facilities.

3.4.5 LACMTA shall ensure that the design of all shoring and lateral support on public rights of way is performed in accordance with the California Department of Transportation -Trenching and Shoring Manual. LACMTA shall be responsible for the review and approval of designs for shoring and lateral support, including soils reports and engineering calculations. LACMTA shall submit a signed certification, with two sets of shoring, and lateral support system plans and calculations to the City not less than thirty

(30) Days prior to the start of Construction. All submittals shall be signed and stamped by a California Registered Engineer.

3.4.6 LACMTA shall require its contractors to submit their haul route and overload permit applications with route maps to the City for review and approval. Such submittal shall clearly state the proposed haul route(s), truck staging area(s), truck size, truck volumes/hour and the duration of the hauling operation and shall be submitted not less than thirty (30) Days prior to the actual commencement date of the hauling operations.

3.4.7 LACMTA shall ensure that all Construction work conform to the City's Construction Mitigation and Implementation Requirements for the Project. LACMTA shall require its contractors to provide advance notification to the City before implementing any street or sidewalk closures for which the Construction plans have been reviewed and approved by the City. LACMTA shall require that its contractors be responsible for installation, maintenance and removal of all traffic control devices and markings that may be required.

3.4.8 LACMTA shall obtain written approval from the City for any work impacting traffic on City streets or affecting existing traffic signal equipment or its operation in any way not covered by any pre-approved plan.

3.4.9 LACMTA shall require its contractor(s) to inform the City of Project emergencies or accidents that impact the operation of the City's surface street system.

3.4.10 LACMTA shall require its contractors to minimize the number of City street closures. LACMTA shall direct its Contractors to strictly adhere to the City's directives regarding Construction during peak hours.

3.4.11 LACMTA shall not allow any City Right-of-Way to be used by its employees or contractors for the parking of personal vehicles unless otherwise specifically authorized in writing by the City.

3.4.12 LACMTA shall require its contractors to continuously provide safe and adequate pedestrian access and circulation throughout the Construction areas in compliance with the provisions of the Americans with Disability Act (ADA). Pedestrian crossings for streets at Construction areas shall be provided with adequate signage and street lighting to direct pedestrian traffic through the construction areas. To accommodate pedestrians, the minimum unobstructed temporary walkway width shall be 5 feet unless otherwise approved by the City.

3.4.13 LACMTA shall maintain pedestrian access and traffic circulation to all residences, businesses and schools adjacent to the Construction area. Accessible routes for physically disabled pedestrians shall be maintained at all times during Construction. Temporary fencing and walking surfaces shall be approved by the City.

3.4.14 LACMTA and its contractors shall take necessary measures to continuously control nuisance dust, in accordance with Regulation 403, "Air Quality Management District Standards", the "Standard Specifications for Public Works Construction", Sections 7-8.1 and 7-8.2, and with the Storm Water Pollution Prevention Plan ("SW PPP") for the Project.

3.4.15 LACMTA and its contractors shall ensure that discharges to the City's storm drain system comply with the requirements of the Regional Water Quality Control Board.

3.4.16 LACMTA shall ensure that its contractors comply with applicable local, state, and federal regulations for the disposal of wastewater caused by Construction activities or contaminated soil or water encountered during boring, excavation, and grading operations. All costs and other liabilities for these activities shall be borne by LACMTA and its contractors. Potentially contaminated soil or groundwater encountered shall be tested as necessary and mitigation and disposal measures shall be established and undertaken in accordance with applicable Law.

3.4.17 LACMTA and its contractors shall notify Underground Service Alert not less than two (2) Days or more than ten (10) Days before each excavation.

3.4.18 LACMTA, upon completion of the work subject to this Agreement, shall arrange for incremental subsurface and surface final inspections by notifying the City of what work is requested to be final inspected and which plan sheets and change orders are applicable. Thereafter, final inspection shall be made as soon as possible. If the work is found to be in compliance with the approved plans and specifications, the City will furnish its acceptance in writing. However, if corrective work is found to be necessary to conform to the plans and specifications, a final correction list will be issued by the City and LACMTA shall direct or perform such corrective work at its own expense. Further inspection will be required for any corrective work noted on the Punch List.

3.4.19 Neither LACMTA nor any of its contractors shall engage in any Construction activity during the following times and days anywhere in the City:

- (a) Before 8:00 a.m. or after 5:00 p.m. on Monday through Friday;
- (b) Before 9:00 a.m. or after 5:00 p.m. on Saturday;
- (c) All day on Sunday;

All day on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial

Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day, as these days are officially observed by the City.

LACMTA shall require its contractors to obtain written approval and permission from the City, in accordance with Section 3.13 below, before engaging in any Construction activity during any time or day when Construction activity is not authorized or permitted.

3.4.20 No utility disruption shall be permitted during the week of Thanksgiving or between December 15th and January 2nd unless approved in writing by the City Director of Public Works and all appropriate utility providers. In approving any such utility disruption, the Director of Public Works may impose conditions that, in the Director's sole discretion, mitigate the impacts of any such work so that it causes the least disruption and inconvenience to the public, including any affected neighborhood or business, and so that it is not detrimental to the public health, welfare and safety.

3.5 Work in City Streets and City Property

3.5.1 LACMTA shall give the City 48 hours advance written notice where the Project Construction requires work in City's Right-of-Way and shall allow City adequate time for review of relevant plans for such work in accordance with this Agreement, to the extent that the Approved Plans do not adequately describe such work. If the Approved Plans do not include the required work in the City Right-of-Way, LACMTA shall secure written approval of the additional plans from the City for all such work. City shall issue a Right of Entry to LACMTA and its contractors to permit the entry onto and use of the City property and City Right-of-Way for the Project Construction in accordance with the plans approved by the City.

3.5.2 LACMTA and its consultants and contractors performing work in City's Right-of-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities. City reserves the right to stop work, if public health and safety is at risk, as determined by the City staff.

3.5.3 City, after consultation with LACMTA, may require, if LACMTA's contractors fail to perform work called for by the Approved Plans and required by any authorizations issued by City in connection with such work consistent with such Approved Plans, upon notice (non-compliance citation) from City, that contractor shall promptly commence to cure its failure. If the contractor fails to cure or is not diligently prosecuting such cure to completion, City shall notify LACMTA. Upon receipt of notice from City, LACMTA shall cause the contractor to cure its failure within the requested time.

3.6 Temporary and Permanent City Street Closures

LACMTA and the City may agree that a street, highway, bridge, sidewalk or other City Right-of-Way be temporarily closed for the necessity and convenience of the Project.

Any such closure must comply with Articles 3.4.12 and 3.4.13. Nothing in this Article shall preclude the City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and LACMTA shall cooperate with City to accommodate such requests. LACMTA, its consultants, and contractors will cooperate with City to minimize closures of City Right-of-Way. The City will notify LACMTA and its contractors as to all known major events thirty (30) Days prior thereto.

3.7 State and Federal Requirements

3.7.1 Nothing in this Agreement shall be deemed to abridge any applicable federal or State law or State agency authority regarding permits, orders, licenses and authorizations that may be required or available in connection with the design and Construction of the Project.

3.7.2 The California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with rail transit tracks, their subsequent maintenance or alteration, and their operation. Formal application for establishment or alteration of said crossings is required by the CPUC. Unless otherwise agreed between LACMTA and City, LACMTA may prepare, subject to concurrence and agreement by City, appropriate CPUC plans and applications thereof.

3.8 Grant of Rights

If, prior to LACMTA's scheduled date of commencement of work in a section or portion of the Project, any Rearrangement is necessary to eliminate a conflict, City may grant to LACMTA or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that section or portion of the Project in accordance with LACMTA's schedule; provided, however, that such grant does not unreasonably and adversely interfere with provisions of City's services to the public, or affect public health and safety; and provided further, that City is authorized under applicable law to grant such right.

3.9 Replacement Rights-of-Way

3.9.1 City agrees to grant any temporary construction easements that may be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring LACMTA or LACMTA to go through the appraisal, negotiations, offer, closing and transfer process, as permitted by applicable Law. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance. If City agrees to such a conveyance, said documents will be transmitted by LACMTA's Representative to City's Representative who shall process them through the required departments for execution and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the applicable Project schedule.

3.9.2 City agrees and acknowledges that this Agreement satisfies any LACMTA or LACMTA obligations to City relating to the certification of rights of way, and that City shall cooperate with LACMTA and LACMTA, and assist LACMTA and LACMTA, with any right of way certification processes involving other entities or agencies.

3.9.3 LACMTA agrees to consider or cause LACMTA to consider requests by City to convey to City at no cost to City, any street crossings, slivers, remnant property, surface easements and temporary construction easements that may not be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring City to go through the appraisal, negotiations, offer, closing and transfer process. City will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by City's Representative to LACMTA's Representative who shall process them and return them to City within 30 Days after receipt, but in any events in accordance with the applicable Project schedule.

3.9.4 LACMTA agrees and acknowledges that this Agreement satisfies any City obligations to LACMTA relating to the certification of rights of way, and that LACMTA shall cooperate with City, and assist City, with any right of way certification processes involving other entities or agencies.

3.10 City Licenses within the Project Right-of-Way Owned by LACMTA

If a Rearrangement is made so that the Replacement Facility will be located within a Project Right-of-Way owned by LACMTA, LACMTA shall provide (or cause LACMTA to provide) City with an equivalent property right, if necessary, to accommodate the Replacement Facility, reasonably satisfactory to City. The parties agree that in accepting such an equivalent right and in releasing its existing rights, City shall acquire reasonable rights to install, operate, maintain and remove City Facilities, including the Replacement Facility, to the same extent as the City previously exercised.

3.11 Temporary LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area to its original condition unless LACMTA and City mutually agree otherwise. If this agreed upon duration of a Temporary Facility has expired, the City reserves the right to request turning over the City owned land at any

time prior to completion of the Project. LACMTA shall return the land to the City within forty (40) Days from the requested date and restore the area as much as practicable to its original condition, unless otherwise agreed to in writing by the City.

3.12 Temporary City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by City, City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the rearrangement in its permanent location, City shall, within forty (40) Days from the requested date, remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless City and LACMTA mutually agree otherwise in writing.

3.13 Night, Weekend, Early Hours and Holiday Construction Activity

LACMTA and its contractors shall not perform any Construction activity during any time or day not permitted by this Agreement or applicable Law, unless LACMTA or its contractors obtain the prior written approval of the Director of Public Works. The Director of Public Works may approve such Construction activity if the Director determines that the construction activity during the requested times or days is in the best interests of the City, that this construction activity will substantially expedite the construction of the Project or that it will further the public welfare. In approving the construction activity, the Director of Public Works may impose conditions that, in the Director's sole discretion, mitigate the impacts of the Construction activity so that it causes the least disruption and inconvenience to the public, including any affected neighborhood and business, and is not detrimental to the public health, welfare and safety.

ARTICLE 4 EFFECTING REARRANGEMENTS

4.1 LACMTA Construction of Rearrangements

Unless otherwise agreed between the Parties, LACMTA shall perform all Construction of Rearrangements that are reflected in the Approved Plans.

If changes in the Approved Plans are necessary to reflect any required Rearrangements not reflected in the original Approved Plans, LACMTA shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal in accordance with the provisions of Section 2.12 of this Agreement. LACMTA shall notify the City prior to performing any Rearrangement work. The City will inspect and test backfills for utilities within City Rights-of-Way as well as all City Facilities

owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, contractor must also arrange for inspection by calling the City,

4.2 City Construction of Rearrangements

If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, LACMTA shall issue a Work Order to City for such Construction and the following provisions shall govern:

4.2.1 City shall not commence work without issued LACMTA Work order. City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 2 of this Agreement and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with LACMTA's Construction schedule for the Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.

4.2.2 City shall notify LACMTA at least five (5) Days prior to commencing each Rearrangement so that LACMTA may make arrangements for inspection and record keeping.

4.2.3 All work by City's forces or its contractors pursuant to this Article 4 of this Agreement shall comply with the environmental controls established in the General Contract, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and paleontological coordination.

4.3 Maintenance

In accordance with the C&M Agreement, City shall assume responsibility for operation and maintenance of the Overpass upon the Substantial Completion thereof.

4.4 "As-Built" Drawings

LACMTA and City shall each maintain a set of "As-Built" plans of Rearrangements performed by LACMTA and City, respectively, during the progress of construction. "Red line mark ups" for temporary lighting systems, traffic signal systems, and other City facilities shall be submitted to the City within ten (10) working days of construction. All design changes shall be documented on RFI/RFC forms. The contractor shall update the contract plans with the City-approved changes. The City representative shall meet with

LACMTA and its contractor once a month, prior to LACMTA's approval of the contractors monthly progress payment, to check and verify that as-built plans are being maintained by the contractor and that contract plans are being updated with all approved design changes. LACMTA's approval of contractor's progress payment may be subject to updating and maintaining a complete set of as-built drawings.

LACMTA shall arrange for the transfer of as-built information on the Approved Plans electronic files in electronic format. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within sixty (60) working days after completion of work for each set of plans. All "as -built" plans (whether provided by LACMTA, by Consultant, or by Contractor) shall be in a format, which conforms to the electronic formats of the following:

Under this Agreement, LACMTA shall provide the listed below documents:

Street Improvements Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DIP min. after all signatures.

Storm Drain plans – AutoCAD, plot style files, and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Sewer plans - AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Street Light Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

Street Landscape Plans - AutoCAD and hard copy after all signatures.

Traffic signal, signing and striping plans – AutoCAD, 2016 files compliant to City Standards, Pdf, latest version, as approved by the City, and plot style files latest version, as approved by City and plot style files compliant to City Standards, PDF style files (e.g., pen tables, plot settings), and original signed Mylar sheets.

All other plans - AutoCAD and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

4.5 City Activities

If City, at City's cost, plans to undertake or authorize any activities, during the period of Construction of the Project, within or near any portion of a Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) City will coordinate such activity with

LACMTA to minimize impact, delay or interference with such Construction, and LACMTA shall reasonably cooperate with City with regard to same.

ARTICLE 5 CITY CONSTRUCTION, INSPECTION AND SUPPORT SERVICES

5.1 Construction Support and Services

In accordance with the provisions of Section 2.11 entitled "Assistance by City," City shall provide construction, inspection and support services, including:

- i) City construction inspection services and acceptance;
- ii) Change order review and approval for City Facilities;
- iii) Review and approval of required material and shop drawing submittals by the appropriate City office for City Facilities;
- iv) Timely responses to requests for information;
- v) Traffic and detour management;
- vi) Miscellaneous permitting and haul route approvals;
- vii) Other support and services, as requested or necessitated; and
- viii) Review of all Fire/Life Safety plans and field inspection.

City shall be reimbursed for the costs of the foregoing support services, together with the costs of the consultants and inspectors engaged by the City pursuant to Section 2.12, by LACMTA in an aggregate amount up to the City Reimbursement Amount (as defined in Section 2.12). If the costs of the foregoing support services, together with the consultant and inspector costs incurred by the City under Section 2.12, exceed the City Reimbursement Amount, the excess costs shall be borne by the City without reimbursement by LACMTA; provided, however, if the Project budget has excess funds after completion of the Project, then LACMTA will make available such excess funds to reimburse City for such excess costs (subject to the maximum aggregate amount of \$2,000,000, as provided in Section 2.6.1 hereof, that will be made available for both expense reimbursement to City and for the cost of any required Betterments). City shall submit the invoices for such support services to LACMTA on a monthly basis, together with approval and evidence of payment of the cost of such services by City, and LACMTA shall reimburse City for such costs within thirty (30) days after submission of such invoice and evidence of payment.

5.2 Inspection by City

5.2.1 LACMTA will provide City an initial schedule of its planned technical audits or inspections for Construction activities and updated audit and inspection schedules on a monthly basis. LACMTA shall provide City with at least two (2) weeks advance

written notice of any changes to audit and inspection schedule dates or times shown on the current LACMTA audit and inspection schedule. City or its authorized representatives may attend and observe any audits or inspections conducted by LACMTA. All audits and inspections shown on LACMTA's schedule shall be scheduled, planned, performed, followed up as necessary, and closed out by LACMTA. A copy of the audit and the corresponding corrective/preventative action plans shall be submitted to City. LACMTA shall submit close out reports that demonstrate how and when corrective action was completed for each non-conformance.

5.2.2 LACMTA shall permit City, or its authorized representatives, to enter the Project site for the purpose of conducting inspections during the performance of Construction through such time as LACMTA has conveyed the completed Project to the City pursuant to Section 7.3; provided, however, that such inspections shall take place in accordance with this Section 5.2.2. The City shall defend, indemnify, and hold harmless LACMTA and LACMTA's contractors from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to the Project or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and attorneys' fees, arising out of or in connection with City's (or its authorized representative's) negligence or willful misconduct in inspecting the performance of Construction as provided herein. The following provisions are applicable to such inspections:

(i) If flagging is required for the such inspections, the City shall provide no less than thirty (30) days advance written notification to LACMTA's Project representative; and

(ii) If flagging is not required to perform the inspection, City may inspect any portions of LACMTA's work at any time during normal business hours, provided that such inspection shall be conducted in a manner so as cause the least interference as reasonably possible with the construction of the Project. If City's inspections require the use of any equipment or machinery, City shall provide LACMTA with three (3) days advance written notification, describing the nature of the planned inspection, and identifying any equipment or machinery to be used.

If any of City's inspections indicate that there are construction work elements that are not in conformance with the requirements of this Agreement, it shall within a reasonable period of time, provide a written notification (**a "Non-Conformance Notification"**) to LACMTA. Any such Non-Conformance Notification shall include an explanation to the City's knowledge of how the construction elements in question do not conform to requirements contained in specific section(s) of this Agreement, approved designs, or any construction standards referenced in this Agreement. LACMTA shall provide a written response to any such Non-Conformance Notification within five (5) days of receipt. LACMTA's response will either a) clarify its interpretation of the applicable

requirements if it does not believe that the construction work needs to be changed, or b) state the nature of corrective work to be performed, or c) request a meeting with City to review the construction work in question. If City does not agree with any interpretations of the applicable requirements provided in LACMTA's response, and believes that the construction work needs to be corrected, it may request a meeting with LACMTA to review the construction work in question. In any instances where City and LACMTA are not able to resolve the construction issues to their mutual satisfaction through the processes described above, either City or LACMTA may initiate the dispute resolution processes provided in Section 13.2.

5.3 Reproducible Contract Documents

LACMTA and City agree to provide the other with suitable reproducible copies of final contract documents which they have prepared or caused to be prepared to govern the performance of a given construction project by a contractor of either Party so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible in accordance with its drafting standards, as mutually agreed to by the Parties.

ARTICLE 6 PROJECT WORK BY CITY

In addition to specific Rearrangements which City may construct pursuant to Section 4.2 of this Agreement, LACMTA and City may mutually agree that City shall design and construct, or cause to be designed and constructed, certain Project facilities (or components thereof), including coordination and interface between City infrastructure and facilities and the Project. In such event, design and construction for such work shall proceed as follows:

6.1 Standards

All design and construction by City (or its consultants or contractors) pursuant to this Article shall conform to the standards and specifications set forth in this Agreement and the environmental documents.

6.2 Work Order for Design

When mutually agreed between LACMTA and City, LACMTA shall issue a Work Order to City, within 60 Days of City's request for such Work Order, for the design of such Project facilities (or components thereof).

6.3 Design

If City agrees to perform the design work, upon completion of the initial design, City shall provide LACMTA with a preliminary estimate of the Cost of the construction work, and City's estimate of LACMTA's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon LACMTA's approval thereof, City shall finalize all of the foregoing. LACMTA reserves the right to reject the preliminary plans, specifications and draft bid package. In the event LACMTA rejects the preliminary plans, specifications and/or bid packages, LACMTA shall reimburse City for all reasonable costs incurred in preparing the plans, specifications and bid package.

6.4 Procurement

Upon LACMTA's approval of the final plans, specifications, bid package and construction cost estimate, City shall advertise the contract for bids in accordance with applicable Law and consistent with the applicable procurement requirements for LACMTA. City shall inform LACMTA of LACMTA's share of the Cost, based upon the winning bidder's unit prices, and shall furnish LACMTA with copies in accordance with applicable Law of the extract of bids, together with sets of the final plans and specifications. LACMTA shall have the right to require a minimum number of bids, to specify certain of the Parties to whom bid requests are submitted, to review the bids, and to approve the contract award recommendation prior to presentation to the City Council for award of the contract. City shall not award a contract until the lowest responsive responsible bidder has been approved by LACMTA. LACMTA reserves the right to request rejection of all bids, however, LACMTA shall reimburse the City for all reasonable design and review costs incurred by the City.

6.5 Construction by Contractor

After review and approval of the bids by LACMTA, LACMTA shall issue a Work Order to City for City staff work. City shall notify LACMTA of the amount of advance monies needed to award the contract and monies for contract progress payments thereafter. LACMTA shall reimburse the City pursuant to the terms of this Agreement or as mutually agreed within the Work Order. City shall thereafter obtain LACMTA's approval for modifications to the contract which will affect the Project. City shall inform LACMTA promptly when City has reason to believe that the cost estimate is likely to be exceeded, and shall obtain LACMTA approval prior to granting of any such increase.

6.6 Construction by City Forces

Should City and LACMTA agree that work may be performed by City forces, the cost estimate to perform the work and LACMTA's share thereof shall be furnished to LACMTA for approval. LACMTA reserves the right to reject such cost estimate but shall reimburse the City for all costs of the work performed up to that point. Upon LACMTA's approval of the cost estimate and design, LACMTA shall issue a Work Order to City for the City's cost of design and construction. The Work Order shall also reimburse the City

for all costs that City incurred prior to issuance of the Work Order by LACMTA, if the work is authorized by LACMTA. City shall obtain LACMTA's prior approval for any changes from the approved Design or increase to the approved cost estimate.

6.7 Inspection

All Construction performed by a contractor for the City pursuant to this Article shall be subject to inspection in accordance with the provisions of Articles 2 and 5 of this Agreement. City inspection services on the work performed pursuant to this Subsection shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in Article 5 of this Agreement.

6.8 Reports and Invoices

City shall furnish to LACMTA a monthly progress and accounting report for the work performed pursuant to this Article in a mutually agreeable format. Upon request by LACMTA, City shall additionally furnish an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8 of this Agreement.

6.9 Requirements

6.9.1 All Design, Construction and other activities to be performed by City pursuant to this Article shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order. Such schedules shall accommodate variables, including changes in the contractor's schedule, availability of information, [or passage of a Proposition 218 vote for Lighting System Work.] Such time schedule(s) shall coincide closely and be coordinated with LACMTA's schedule for the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work pursuant to this Article or with the Project Facilities (or components thereof) being constructed by City.

6.9.2 All work by City's forces or its contractors pursuant to this Article shall comply with the environmental controls established in the construction contract between LACMTA and its contractor for the Project, including without limitation construction noise and vibration control and pollution controls.

ARTICLE 7

PROJECT CLOSEOUT AND TRANSFER TO CITY

7.1 Project Closeout

LACMTA is responsible for the project closeout. Upon completion of the Project, LACMTA shall provide City with electronic as-builts received from LACTMA's contractor as set forth in Sections 3.4.4 and 4.4. Upon receipt of a certificate of Substantial

Completion from LACMTA's contractor, LACMTA will provide certificate of Substantial Completion of the Project to City. Following receipt of a certificate of Substantial Completion from LACMTA, City shall, within thirty (30) days thereof, either (a) deliver a notice of final acceptance of the Project to LACMTA, or (b) deliver a Non-Conformance Notification to LACMTA if City believes there are construction work elements that are not in conformance with the requirements of this Agreement. Any Non-Conformance Notification shall satisfy the requirements of, and be handled in accordance with, the provisions of Section 5.2. Upon completion of any corrective work that may be performed in connection with a Non-Conformance Notification, City shall deliver a notice of final acceptance of the Project to LACMTA. The date upon which LACMTA has received a notice of final acceptance from City shall be the "Date of Final Acceptance" under this Agreement. Within twenty (20) days following the Date of Final Acceptance, City shall execute and deliver to LACMTA, and CHSRA a general release of claims in favor of LACMTA and CHSRA (including a California Civil Code Section 1542 waiver as to all known and unknown claims) with respect to the design and construction of the Project, which release shall be in form and substance reasonably satisfactory to LACMTA. and CHSRA.

7.2 Excess Property

Upon completion of the Project, LACMTA will consult with City to determine if there is any real property that was purchased for the Project but is not needed for the operation and maintenance of the Overpass and that is not subject to an option in favor of CHSRA to acquire a portion thereof for CHSRA's right of way (the "Excess Property"). To the extent LACMTA and City identify any Excess Property, LACMTA will sell such Excess Property on such terms and price as it determines, in its sole discretion. The net proceeds from sales of real property to CHSRA for its right of way, and the net proceeds from the sale of any Excess Property, will be applied first to reimburse LACMTA, City, BNSF, CHSRA and Caltrans, for their proportionate shares of any Project overruns they have previously funded (or to provide funds for any unfunded cost overruns) with any excess net sales proceeds to be paid 50% to LACMTA and 50% to CHSRA.

7.3 Transfer of Completed Project to City

Upon the Date of Final Acceptance of the Project, and after determination of any Excess Property, LACMTA will convey to City all of LACMTA's right, title and interest in and to (a) the Project site, less any Excess Property, (b) all new and previously existing infrastructure located on the Project site, whether constructed as part of the Project or otherwise, (c) the Project Warranties, and (d) any other rights or interests obtained by LACMTA for the purpose of completing the Project. Upon the Date of Final Acceptance, City will assume responsibility for all repairs and maintenance of the Overpass and City will have the right to enforce all Project Warranties. LACMTA will prepare drafts of transfer documents for conveying the Project to City for City review. City will review the draft

transfer documents within 15 days after submission by LACMTA and LACMTA will resubmit such transfer documents to City for final approval as soon as possible after submission of comments from City. Upon final approval of the transfer documents, and subject to the receipt of the release required by Section 7.1 above, LACMTA will execute and deliver the conveyance documents to City.

ARTICLE 8 REIMBURSEMENTS TO CITY

8.1 Reimbursements to City

LACMTA shall reimburse City for services performed in accordance and pursuant to Section 2.12.5 in the manner provided by this Agreement. Except with respect to Betterments, the issuance of a Work Order shall obligate LACMTA to reimburse City in the manner provided by this Agreement. The term "**Cost**" shall mean the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to LACMTA as provided in this Agreement. Direct costs shall include allowable direct labor costs spent specifically for work performed under this Agreement by approved and designated positions and/or individuals. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts. Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from LACMTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to this Agreement with respect to such work.

8.2 Reimbursements for Abandoned Facility

In those cases in which LACMTA and City agree that the construction of the Project will eliminate the service need for a specific Conflicting Facility, LACMTA shall not be required to replace or compensate City for the Conflicting Facility, in which case LACMTA shall compensate City only for necessary Costs incurred in abandoning the Conflicting Facility; provided, however that LACMTA shall not be responsible for any Abandonment or other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but not limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act unless LACMTA or its contractor caused the environmental hazard through its actions.

ARTICLE 9
REIMBURSEMENTS AND CREDITS TO LACMTA

9.1 Survey & Review of Records

The amount of credits or payments, as applicable, due to LACMTA for salvage shall be mutually agreed on by LACMTA and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due, LACMTA under this Agreement, LACMTA and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to this Agreement, City shall provide LACMTA with drawings, plans or other records necessary to conduct such survey. The survey shall describe the physical attributes, date of construction or installation and present condition of each Conflicting Facility; shall report the expected service life of each Conflicting Facility as derived from City's records; and shall state whether City intends to salvage materials contained in each City Facility.

9.2 Salvage

As applicable, salvage credit shall be allowed or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by mutual agreement, plus storage and transportation costs of such materials salvaged for City's use as directed by the City.

ARTICLE 10
INDEMNITY; PROJECT WARRANTIES & INSURANCE

10.1 Indemnity

10.1.1 LACMTA agrees to indemnify, defend and hold harmless City, its officers, City Council members, officials, board and commission members, agents and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LACMTA's performance hereunder.

10.1.2 City agrees to indemnify, defend and hold harmless LACMTA, and CHSRA, and their respective members, agents, officers, board members and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for

damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with City's performance hereunder. Upon the Date of Final Acceptance of the Project, City shall provide a waiver and release of all claims in favor of LACMTA and CHSRA in connection with the Design and Construction of the Project, and LACMTA shall assign to City any warranties provided by LACMTA's contractors performing work in connection with the Construction.

10.1.3 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement (as defined by Section 895 of said Code), the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under Section 10.1 hereof. The provisions of Section 2778 of the California Civil Code are a part hereof as if fully set forth herein.

10.2 Warranties and Insurance

10.2.1 LACMTA shall not be required to provide any public improvements bond to City in connection with excavations in or adjacent to City rights-of-way. LACMTA shall obtain a warranty from its contractors with respect to any work affecting the structural stability of City rights-of-way that such work shall be free from material defect for a period of one (1) year from and after the completion of such work in accordance with the terms of the construction contract. Such warranty shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign to City all of its rights under the contractor's warranty so that City shall have the right to directly pursue the contractor for any claims during the warranty period.

10.2.2 In connection with the design and construction of the Project, and any Rearrangements performed by LACMTA or its contractors, LACMTA shall obtain warranties from its contractors under the construction contract that any work performed by such contractors shall be free from material defect for a period of one (1) year from and after Substantial Completion of the Project. Such warranties shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign the contractor warranties to City so that City shall have the right to directly pursue the contractor for any claims during the warranty period. Prior to transfer of the Project warranties to City pursuant to Section 7.1, LACMTA shall use its commercially reasonable efforts to enforce the Project Warranties as necessary; provided, however, that following the transfer of the Project warranties to City, such enforcement shall be the sole responsibility of City and LACMTA shall have no further obligation or liability under this Section 10.2. LACMTA makes no warranties with respect to the Project.

10.2.3 The construction contract or any other contract entered into by City in connection with a Rearrangement or with work on Project Facilities performed by City pursuant to Article 6, shall contain a provision which requires the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance which names City and LACMTA as additional insureds. Unless otherwise mutually agreed by the Parties or as otherwise set forth in the terms of other contracts entered into by LACMTA with the contractor for design and construction of the Project, construction general contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, and \$1,000,000 Combined Single Limit (CSL) in Auto Liability. Unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, \$1,000,000 CSL in Auto Liability, and \$1,000,000 in Professional Liability. No insurance shall be reduced in scope or cancelled without thirty (30) Days prior written notice to LACMTA and City.

10.2.4 In connection with Rearrangements and City projects and any work performed by City or its contractors, City and LACMTA may require their respective contractors to secure payment and performance bonds, or other equivalent sureties, naming both City and LACMTA as an additional obligee or co-beneficiary, as appropriate. Such bonds shall be issued by a California licensed surety.

ARTICLE 11 CITY FUNDING OBLIGATIONS

11.1 City Funding.

City is anticipating the award of CPUC Section 190 Funds from the State of California in the amount of \$15,000,000 for the Project. Contingent upon the receipt of such Section 190 Funds by City, City will contribute the entire \$15,000,000 of Section 190 Funds ("**City's Share**") towards the total actual costs of the Design and Construction of the Project (the "**Project Cost**"). Additionally, local, state and federal funds will be used in the Design and Construction of the Project, including, without limitation, funds from the other Funding Entities. The total cost of the Design and Construction for the Project is presently estimated to be One Hundred Fifty Five Million Three Hundred Thousand Dollars (\$155,300,000) (the "**Estimated Total Project Cost**"). Contingent on the receipt of the Section 190 Funds, City will make payment to LACMTA in full of the City's Share upon receipt of a detailed invoice of the final Project Cost. The Estimated Total Project Cost includes a 20% construction contingency in addition to a 10% cost contingency. Any savings in line items of the Estimated Total Project Cost may be re-allocated by LACMTA

to the contingency line item. LACMTA shall have the right to use any amount of the contingency in the Estimated Total Project Cost as LACMTA deems necessary or appropriate to cover actual costs incurred in the Design and/or Construction of the Project. If the actual Project Cost is less than the Estimated Total Project Cost, so that there are excess funds in the Project budget funded by the Funding Entities, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 from such excess funds to reimburse City for the reimbursement of costs incurred by City, as provided in Sections 2.6.1 and 5.1 hereof

If the actual Project Cost exceeds the Estimated Total Project Cost, including the contingency line item amount, as a result of unforeseen delays, hidden conditions, cost overruns, excess property acquisition costs or other events, LACMTA shall, as soon as feasible, notify City and other Funding Entities of the amount of such excess Project Cost and specify the reason or reasons for such excess Project Cost being required. LACMTA shall be authorized to proceed with any work on the Project only to the extent required for the safety of persons or property or to preserve the value or condition of the existing work in progress; however, LACMTA shall defer any other additional work that is in excess of the Estimated Total Project Cost but is not necessary work that is otherwise permitted by this provision unless and until the Funding Entities agree to pay for such additional work.

11.2 LACMTA Contingency.

Notwithstanding anything to the contrary set forth in this Agreement, City acknowledges and agrees that LACMTA's ability to perform its obligations under this Agreement is entirely dependent upon the performance by City and each of the other Funding Entities of their respective obligations under this Agreement, the C&M Agreement, and under the applicable funding agreements with the Funding Entities (each, a "**Funding Agreement**"). Therefore, LACMTA's performance under this Agreement is expressly conditioned upon the performance of City and each other Funding Entity of its respective obligations under this Agreement, the C&M Agreement, and any Funding Agreements, as applicable. In the event of a failure or default of any party other than LACMTA under any such agreement, any delay or failure of LACMTA or LACMTA's contractors to perform in accordance with the requirements of this Agreement and/or the C&M Agreement shall be excused for so long as such failure or default continues.

ARTICLE 12 WORK PLANS, DEADLINES & DELAYS, INVOICES & OVERTIME PROCEDURES FOR WORK ORDERS, AUDIT & INSPECTION

12.1 Work Performed by City

All work to be performed by City under this Agreement, as approved by LACMTA in

an applicable Work Plan per Article 6 shall coincide closely with LACMTA's Design and Construction schedule for the Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the Project scope of work and schedules, subject to reimbursement for such costs as provided in this Agreement.

12.2 Intentionally Omitted

12.3 Deadlines and Delays

12.3.1 City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement and as set forth in the Approved Plans.

12.3.2 LACMTA and its contractors shall timely commence, diligently prosecute and complete LACMTA's Construction and other activities for each Rearrangement on or before the applicable deadlines established in this Agreement. If LACMTA or its contractor fails to meet such deadline, than any affected time deadlines for City's Construction or other activities under this Agreement shall be revised accordingly.

12.3.3 In addition to and without limiting any rights or remedies available under this Section or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established under this Agreement, or if LACMTA reasonably determines that City will be unable to timely complete such work, LACMTA (without incurring any additional liability other than the Costs incurred as set forth in this Section 12.3.3) may terminate City's work on such Rearrangement by giving notice to City, and either perform the remaining work itself or cause such work to be performed by LACMTA's contractor, subject to the City's approval and inspection processes where City facilities are involved. If LACMTA takes over work as provided in this Subsection, City shall cooperate and assist LACMTA as otherwise provided in this Agreement.

12.4 Invoices & Overtime Procedures for Work Orders

The following are procedures that shall be followed by City for submitting invoices and billing along with relevant and applicable back up documentation. All invoices and billing shall be clearly marked, legible and shall be submitted no later than one (1) month after services have been provided. Invoices submitted three (3) to six (6) months after services were provided and without applicable back up documentation will not be paid per the invoice terms. Invoices submitted six (6) months after services have been provided shall be considered void and null. All invoices shall contain the following information with relevant and applicable back up information:

1. Identification of Project

2. Identification of Work Order/ PO number
3. Invoice number/date
4. Invoice amount
5. Invoice period
6. The planned hours for the fiscal year, per annual work plan approved by the LACMTA Board, should be shown on the header page of invoice]
7. Description and cost summary breakout for invoice period of:
 - a. Direct General Staff Costs (reviewers, etc.)
 - b. Fringe benefits
 - c. Overhead Costs
 - d. Admin Costs
 - e. Tax Costs
 - f. Traveling Costs
 - g. Overtime Costs
8. Supportive documents to back up direct general staff and indirect summary costs for the invoice period. Such items shall include:
 - a. Name of Person
 - b. Person's Title
 - c. Number of Regular Hours
 - d. Description of tasks performed
 - e. Its respective associated Fringe, Overhead, Admin, Tax, and Traveling Costs
 - f. Description of support services (review, meetings, permit process, field work, etc.) for that period. For example: Review of UG13 street improvement plans
 - g. Number of OT charges
 - h. City Department representative signature at the bottom of the sheet verifying that the people/ hours charging time to the Project is accurate
9. Overtime costs shall be identified in invoicing with a copy of LACMTA authorization for overtime. Please see below for authorization process.
10. Organizational chart showing all staff
11. Resolution ladder for the Project

All overtime shall be required to be approved by the Project manager from LACMTA or an authorized representative from LACMTA. It shall be the invoice's responsibility to obtain approval for OT via email prior to overtime occurring. A copy of the email shall be attached to the invoice.

12.5 Audit and Inspection

The parties shall comply with the audit and inspection provisions of the C&M Agreement.

ARTICLE 13 RESOLUTION OF DISPUTES

13.1 Attempt to Resolve

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. Any dispute that cannot be settled through direct negotiation may be resolved pursuant to Section 13.2 below.

13.2 Dispute Resolution

In the event of any dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Party hereunder, prior to the commencement of any other form of dispute resolution (which shall be limited to that set forth in this Section 13.2), a Party shall first give a written notice (a "Dispute Notice") to the other Party, setting forth the nature of the dispute. The Parties shall attempt in good faith to resolve the dispute by submitting the matter to mediation administered by JAMS. All parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. If the dispute has not been resolved by mediation as provided above within thirty (30) days after delivery of the Dispute Notice, then the dispute shall be the dispute shall be submitted to final and binding arbitration in California, administered by JAMS in accordance with the then-existing JAMS Streamlined Arbitration Rules and Procedures for commercial dispute, and electing the Final Offer (or Baseball) Arbitration Option pursuant to Rule 28 (or its successor). Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Unless otherwise ordered by the arbitrator, the arbitrator's expenses shall be shared equally by the parties. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Party except (a) an action to compel arbitration pursuant to this Section 13.2 or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 13.2.

Neither the pendency of a dispute nor its consideration by personnel of a Party will excuse any Party from full and timely performance in accordance with the terms of this Agreement. Each Party shall continue to comply with its obligations under this Agreement during the resolution of any dispute hereunder.

13.3 Prevailing Party

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13.4 Implementation

Each Party promptly will take any action required of it in order to implement an agreed upon Dispute resolution.

13.5 Cooperation

The Parties shall diligently cooperate with each other to ensure an efficient and expeditious resolution to each Dispute, if possible.

13.6 Incorporation of Subcontracts

In order to ensure the timely completion of Rearrangements, City shall include the foregoing or equivalent provision in its agreements with contractors, materials suppliers, equipment renters and others who are involved in effecting Rearrangements.

ARTICLE 14 FEDERAL AND OTHER REQUIREMENTS

This Agreement may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, as to certain Transit Projects, and as such, is subject to all Federal requirements, including and not limited to the following terms and conditions:

14.1 Audit and Inspection

City agrees to comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to City). City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, State of California, and any other government agency providing funding or oversight on the Project, to inspect, audit and copy, during normal business hours and upon reasonable

notice, all cost and other relevant records relating to performance by City, its contractors and subcontractors under any Work Plan or Work Order issued to City for the Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the accepted completion of all Rearrangements for the Project, or such later date as is required by the rules and regulations of any such government agency (provided that LACMTA gives reasonable notice of such later date to City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Section, City represents and warrants that such records are accurate and complete. City shall include in any contracts it enters into for the performance of work hereunder the above requirements and require its contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

14.2 Interest of Members of Congress

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

14.3 Prohibited Interests

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

14.4 Equal Employment Opportunity

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.5 Small Business Enterprise

In connection with the performance of this Agreement, City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that small business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14.6 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

14.7 Non-Discrimination

Without limiting any other provisions of this Article 9, City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by Federal, State or local Governmental Authorities.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Approvals; Further Documents and Actions

15.1.1 Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "**Approval**") required or permitted to be given by any Party hereto pursuant to this Agreement:

(a) Must be in writing to be effective (except if deemed granted pursuant hereto);

(b) Shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) Shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement commencing upon actual receipt by the Party from which an Approval is requested or

required of a request for Approval from the requesting Party.

15.1.2 The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

15.2 Notices

15.2.1 Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To the City:

Raymond R. Cruz, City Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

With copies to:

Yolanda M. Summerhill, City Attorney
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

Noe Negrete, P.E.
Director of Public Works & City Engineer,
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

To LACMTA:

Jeanet Owens, Senior Executive Officer
LACMTA
Regional Rail
One Gateway Plaza
Los Angeles, CA 91012
T. (213) 922-6877

With copies to:
Greg Levine, County Counsel
One Gateway Plaza, 24th Floor
Mail Stop 99-24-2
Los Angeles, CA 90012
T. (213) 922- 2551

Any notice or demand required shall be given (a) personally, (b) by certified, registered mail, postage prepaid, or return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) Days after deposit in the United States mail. City or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

15.2.2 The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by the LACMTA Representative and the City Representative.

15.3 Assignment; Binding Effect

No Party shall assign its interest in this Agreement without prior consent of each of the other Parties. Any assignment purported to be made without the written consent of all the Parties shall be void and unenforceable. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

15.4 Waiver

The failure of any Party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

15.5 Amendment; Entire Agreement; Modification

This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by all Parties.

15.6 Elements of Essence

In accomplishing all work and performing all other acts required under this Agreement, time, and public health, safety, and welfare are of the essence.

15.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and City for default in performance under this Agreement are in addition to any other rights or remedies provided by law.

15.8 Bonds/Fees.

Except as specifically agreed to in this Agreement and as prepared for this Project and subject to applicable Law, City waives and relinquishes all of its requirements, if any, to seek or obtain bonds, fees or other security or payments from LACMTA or its contractors in the performance of its obligations under this Agreement.

15.9 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

15.10 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

15.11 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

15.12 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

15.13 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Any fully executed copy of this Agreement shall be deemed an original for all purposes.

15.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military LACMTA, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction.

15.15 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

15.16 Benefit: Third Party Beneficiaries

Except as provided below, no provisions of this Agreement shall create any third-party beneficiary hereunder, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. CHSRA is express third party beneficiary of the obligations of City under Article 7 and Section 10.1.2 of the Agreement and shall have the right to enforce such obligations directly. In addition, City agrees for the express benefit of CHSRA not to take any action, without the prior written approval of CHSRA, , that would preclude or make materially more complicated or expensive, the

future use of the railroad right of way under the Overpass by CHSRA. CHSRA shall have the right to directly enforce this obligation of City.

15.17 Survival

The representations, warranties, indemnities and waivers set forth in this Agreement shall survive the termination, for any reason whatsoever, of this Agreement.

15.18 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiations with respect to the terms of this Agreement. Any and all prior agreements, understandings or representations relating to the transactions referred to in this Agreement are hereby terminated and canceled in their entirety and are of no further force and effect.

15.19 Funding Entities

The Parties mutually agree to assist each other in identifying and securing funds for the Project, including, without limitation, from the Funding Entities. The City and LACMTA shall work jointly with the Funding Entities to optimize funding alternatives for the Project.

15.20 Community Commitments

The Parties agree that commitments made to the community shall be incorporated into the Project subject to the availability of funding.

15.21 Authority of Parties

Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as of the date first set forth above.

CITY OF SANTA FE SPRINGS

By: _____

Jay Sarno
Mayor

Date: _____

6/19/18

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Jeanet Owens
Senior Executive Officer, Regional Rail

Date: _____

7/13/18

APPROVED AS TO FORM:

By: _____

Yolanda M. Summerhill
City Attorney

Date: _____

June 21st, 2018

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Greg Levine, Deputy County
Counsel

Date: _____

7/11/18

ATTEST

By: _____

Janet Martinez, City Clerk

Date: _____

6-21-18

EXHIBIT A
Rosecrans/Marquardt Project Location Map





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. 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**

DATE: September 3, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt 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

- 2) 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 procedures:

- 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.

ENVIRONMENTAL

At its August 22, 2024, City Council meeting, the City Council determined that the adoption of Ordinance No. 1147 was exempt from CEQA.

SUMMARY/NEXT STEPS

Ordinance No. 1147 will be effective 30 days after its adoption.

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.

<u>ITEM STATUS:</u>	
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 3rd day of September 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.



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: **RESOLUTION NO. 9927 - AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE TOWN CENTER TELEGRAPH CORRIDOR SPECIFIC PLAN AND COMMITTING NECESSARY LOCAL MATCHING FUNDS TO COMPLETE THE STUDY**

DATE: September 3, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Resolution 9927; and
- 2) Authorize the City Manager to execute agreements with the California Department of Transportation for funding of the Town Center Telegraph Corridor Specific Plan and committing necessary local matching funds to complete the study; and
- 3) Approve the recognition of \$673,000 in grant funds awarded for the Town Center Telegraph Corridor Specific Plan (Project Code: TCTCP) and authorize the deposit of these funds into revenue account 10103199-442000.
- 4) Establish a corresponding expense allocation of \$673,000 in the Community Development – Administration & Current Planning expenditure account (No. 10103199-542050) to support the execution of the project, including consultant procurement, advisory committee participation, community outreach, and other related activities.
- 5) Take such additional, related action that may be desirable.

Resolution No. 9927 – Caltrans Grant

Page 2 of 2

FISCAL IMPACT

The City has been awarded \$673,000 in grant funds by Caltrans for Town Center Telegraph Corridor (TCTC) Specific Plan, which requires a local match of 11.47% of the total project cost of \$760,193. This results in a City contribution of \$87,193. The local match will be fulfilled through staff time, covering tasks such as project oversight, consultant procurement, advisory committee involvement, community outreach, and report review. The \$673,000 grant award will be recognized as revenue in account (no. 10103199-442000), and a corresponding expense allocation will be established in the Community Development – Administration & Current Planning expenditure account (No. 10103199-542050) to support the project's implementation. The necessary funding for the City's local match is available in account (No.10103199-various codes).

BACKGROUND

In January 2024, the City applied for a Caltrans Sustainable Communities Competitive Grant for the development of the Town Center Telegraph Corridor Specific Plan. The Project would create a Specific Plan along Telegraph Road to establish a downtown as the geographic heart of the community by facilitating higher-density residential projects within the newly created mixed-use zones. The Project will fulfill and implement the policies, goals, and objectives of the 2040 General Plan, adopted in 2022. The General Plan land use designation within the 98.7-acre Project Area was recently changed from Industrial to Mixed-Use Corridor and Mixed-Use Downtown, which will bring a diversity of housing options within walking distance of thousands of jobs, professional services, medical offices, and other life necessities.

As required by Caltrans, staff created a scope of work (Attachment B) and cost and schedule (Attachment C) in anticipation of a possible award. In July 2024, the Community Development Department was notified of a conditional award of \$673,000 by Caltrans. Staff has been working with Caltrans to fulfil the grant conditions mentioned in the award letter (Attachment D). A City Council resolution to accept the grant is necessary before the award may be finalized. Once Caltrans issues a Notice to Proceed, staff will begin the process of procuring a consultant to assist with the project. A recommendation to award a consultant contract is anticipated by March 2025. Work on the project is expected to be completed by June 2027.

ATTACHMENT(S)

- A. Resolution No. 9927
- B. Scope of Work
- C. Cost and Schedule
- D. Award Letter

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

RESOLUTION NO. 9927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE TOWN CENTER TELEGRAPH CORRIDOR SPECIFIC PLAN AND COMMITTING NECESSARY LOCAL MATCHING FUNDS TO COMPLETE THE STUDY

WHEREAS, the California Department of Transportation (Caltrans) has provided funds for the Sustainable Transportation Planning Grant and has the responsibility for the administration of this grant program, establishing necessary guidelines and procedures; and

WHEREAS, the City of Santa Fe Springs is eligible to receive grant funds in the amount of \$673,000 for the Town Center Telegraph Corridor Specific Plan through Caltrans; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with Caltrans before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Santa Fe Springs wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY DIES RESOLVE AS FOLLOWS:

Section 1. Adoption of Resolution No. 9927 and the actions contemplated therein are not considered a "project" because they have no potential for causing a physical environmental change as contemplated under CEQA (Public Resources Code Section 21065 and Section 15378 of the CEQA guidelines). No unusual circumstances are present.

Section 2. Authorizes the City Manager, or designee, as agent, to conduct all negotiations, execute and submit all documents including, but not limited to agreements and any amendments thereto; payment requests and so on, which may be necessary for the completion of the aforementioned project with the California Department of Transportation.

Section 3. This resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED this 3rd day of September 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Fernando N. Muñoz, CMC, Deputy City Clerk

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2024-25 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Project Cost and Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the underserved community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-recipient(s) only</u> .
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), excluding technical projects
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	2024-2025
Project Title	Town Center Telegraph Corridor Specific Plan
Organization (Legal name)	City of Santa Fe Springs

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

Background: The City of Santa Fe Springs is a built-out, primarily industrial, and job rich with 50,000+ jobs but less than 20,000 residents. Santa Fe Springs wishes to balance the jobs/housing ratio by increasing more housing opportunities for local employees, thereby reducing vehicle miles traveled and GHG emissions. To accelerate housing production, Santa Fe Springs wishes to apply for grant funds to complete a specific plan to allow mixed-use infill projects to occur on re-purposed underutilized land, more specifically, to implement mixed-use and high-density residential along Telegraph Road and to create a new downtown.

Prior Planning Effort: In 2022, the City adopted its 2040 General Plan, which converted the industrial properties within the Project Area into mixed-use. The 2040 General Plan was a major step forward towards sustainable development with the introduction of mixed-use with residential densities up to 60 du/ac as well as the rezoning of industrial land to mixed-use.

The Project: The Specific Plan implements the 2040 General Plan goals and facilitates the conversion of industrial land into mixed-use and higher-density residential projects along the City's primary public transit route and is within walking distance of approximately 25,000 jobs. The Project Area is comprised of 98.7 acres, of which the City owns approximately 65 percent of the land area. The Project Area is located along Telegraph Road and southerly to Clark Street and Hathaway Drive. The entirety of the Project Area is located within a DAC area (76th and 92nd percentile). The Project Area also meets other eligibility tools, such as AB 1550, which identifies the Project Area as being both Disadvantaged and Low Income. Similarly, the Healthy Places Index identifies the Project Area as performing lower than the State average.

The Issues: The City has 5,514 housing units, of which approximately two-thirds are owner-occupied and one-third renter-occupied. The 18,295 residents are impacted negatively by the 63,833 daily commuter trips to the City, which worsens traffic congestion and respiratory health conditions, due to the emitted air pollutants from vehicles in addition to air emissions from the City's predominant industrial land uses (72 percent of City land area). The air quality has higher-than-normal levels of PM 25, diesel PM, and Ozone. As the result, the residents are disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, and environmental degradation. As a consequence, the residents' health condition is heavily impacted. Pollution exposure and health stress

associated with poverty can lead to acute heart attacks and other heart problems. Eight out of nine Census Tracts in the City have a higher rate of cardiovascular disease than 80 percent of all census tracts in California.

Affordable housing is a major concern among the City residents, as expressed during the 2-year public engagement process developing the 2040 General Plan. Approximately 40.1 percent of the households are spending more than 30 percent of gross household income towards housing expenses. The percentage is much higher, at 66 percent, among Renters. The most common symptoms of cost burdened housing are overcrowding and housing disrepair where 13.3% of the City's 5,190 housing units are overcrowded and even more prevalent in rental units at 19.8% compared to owner-occupied at 9.8%.

Demographics of the Project Area and Surrounding neighborhoods: The population in Santa Fe Springs is predominantly of Hispanic or Latino origin (74 percent), which is higher than the County of Los Angeles (49 percent) and California (39 percent). Nearly 57 percent of City residents speak a language other than English, including 49 percent of all residents who speak Spanish and 6.5 percent who speak an Asian or Pacific Islander language. Pursuant to CalEnviroScreen 4.0, the entire City of Santa Fe Springs is located within a DAC area and is further substantiated by other measuring tools such as HPI, AB 1550, and School Meal Program. The city is characterized by people of low-income, high unemployment, low levels of homeownership, high rent burden, low levels of educational attainment and/or are sensitive populations (e.g. disabled individuals, seniors, and emancipated youth).

Project Stakeholders

The entire City of Santa Fe Springs is located within a DAC area and the stakeholders will have direct interest with this Project- either as a resident or a local business employer within half-mile of the Project Area, or a social service provider or an affordable housing developer that has direct experience with the community. In general, great efforts will be directed at reaching out and contacting local individuals with a unique voice, such as those using public transportation, elderly concerns on housing affordability and mobility challenges, living-wage jobs and retail, medical services. The engagement process will also involve regional CBOs, and transportation and planning agencies and utility companies. For example, CBOs such as Interfaith Food Center, who participated in the 2040 General Plan process, concerning food challenges of lower-income families, the Southeast Area Social Services Funding Authority (SASFSA), which is located within the Project Area, will be contacted to participate in the development of the Project concerning job training and employment development, and The Whole Child, which is a non-profit organization providing mental health, education services, and housing primarily to single-parent households from underrepresented communities of color. The Whole Child assisted in the 2040 General Plan and is currently completing 41 units of interim housing in Santa Fe Springs and is a part of a larger housing campus of 101 affordable rental units and 21 ownership units. The project includes a comprehensive support service program for low-income families and veterans. The City will also engage and coordinate with local and regional planning and transportation-related agencies. The Gateway Cities COG has submitted a Letter of Support and has stated that they would like to participate and be engaged in the development process of the Project. SCAG has also expressed their support of the Project and has provided a letter of support.

An independent consultant will be hired through a competitive RFP process. The Consultant will be responsible for completing the Specific Plan as well as conducting the community engagement process. The public engagement process shall be robust and incorporate strategies espoused within Caltrans and SCAG Public Participation Plan. The consultant shall prepare a comprehensive community engagement program, satisfactory to the City, as the initial step of the Project to ensure a dynamic and frictionless feedback loop of ideas and aspirations that culminate in a Specific Plan that is community owned.

Overall Project Objectives

To complete a specific plan that embodies pragmatic design and development standards that are objective in nature. The type and intensity of commercial and residential development proposed shall mesh with and enhance accessibility to public transportation and other forms of active transportation. The nexus between land use and transportation mobility is paramount. The Project will recommend prospective development scenarios of key parcels or catalytic projects that can be analyzed in greater detail in terms of the physical form and project economics but also in terms of identifying of social equity and underserved populations can benefit and be a part of the development scenario. In terms of financial feasibility and marketability, the Project shall also include detailed financial feasibility analysis and prototypical proforma analysis of no less than five different projects. The Project will provide a phased implementation strategy, if necessary, to optimize the marketability of the Plan Area and community benefits to the DAC residents.

The Project, when fulfilled, will streamline development process by providing objective development/design standards that are vetted through financial analysis and typical prototypical proformas. The Project will facilitate the development process by presenting the community's vision for the Project Area, reducing developer risk and permitting time, and lowering construction cost with the pre-planned public infrastructure. The physical form of the Project Area will be a noticeable departure from the historical suburban landscape of one and two story buildings with segregated land use pattern. The Project Area will exhibit a more compact, dense, and walkable district wherein residents have viable alternative active transportation options.

The successful transformation of the vehicular corridor and downtown can be replicated to other cities and other areas of the region. As of late, the state legislators are advocating for housing solutions and the reuse and/or rezoning of underutilized commercial and industrial land to residential uses as a housing opportunity. The learning experiences gained from the preparation of the Project, community engagement strategy, and implementation of the Project can be instrumental to other agencies with similar goals.

Summary of Project Tasks

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
Conduct Kick-Off Meeting; Completion of Quarterly Reports, reimbursement requests, and progress reports.
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports.

Task 02: Consultant Procurement

City will prepare and issue a Request for Proposal to qualified consultants to complete the specific plan. From the Proposal received, staff will review, possibly interview, and recommend a consultant to City Council for consideration and award of contract. City staff and representative(s) will conduct a Kick-Off Meeting with the Consultant within one week of contract award. At the Kick-Off Meeting, City staff will inform/confirm with the Consultant the Community Engagement Strategy, work expectations, communication protocol, and a standing project management meeting (PMM) schedule to discuss project progress, issues, challenges, and project timeline to stay the course. All PMM meetings will require a meeting agenda, meeting minutes, and project schedule timeline.

Task Deliverables
Project RFP; Staff Report recommending award of contract; Copy of the Contract, and amendments between City and Consultant; Project Management Meeting notes; Updated Project Timeline

Task 1: Existing Conditions

Consultant shall conduct a survey of existing conditions and present findings in an Existing Conditions Report. Consultant shall review existing City documents that may inform the preparation of the report (Active Transportation Plan, 2040 General Plan- in particular Housing, Circulation, Land Use, Economic Development, and Environmental Justice Elements), Annual Housing Performance Reports, Public Infrastructure plans, among others). Consultant shall also meet with City staff and local agencies familiar with socioeconomic conditions within the community; review staff reports of projects and programs affecting properties within the Project Area; review public infrastructure plans and reports concerning service delivery problems; public safety records (vehicular accidents and crime statistics), traffic studies, and special studies and reports (engineering, market demand, traffic, Phase I and II ESAs, etc.) related to past and current development projects.

Task Deliverables
Existing Conditions Report and periodic memos and maps

Task 2: Analysis

Although the items that will be analyzed in the Analysis may be similar with those associated with the Existing Conditions Report, the Analysis task is focused on the future direction of what is possible in terms of form, development and design standards, development incentives and streamlining techniques, and the capacity and cost of providing public infrastructure to satisfy future demand. From completing the Existing Conditions, the Consultant will be better equipped to understand and formulate possible scenarios of how projects can be designed, what social programs are needed to support and to be inclusive. Technical studies may include traffic impact analysis, parking studies, air quality technical analysis (up to three CalEEMod runs), GHG emission (up to two energy consumption spreadsheets but does not include Climate Action Plan), Noise and Vibration Technical Analysis (up to two short-term and two long-term monitoring locations), market demand and forecasting incremental or phased development growth, prototypical proformas, alternative build-out options, among others.

Task Deliverables
Build-out potentials; Traffic Impact Analysis; Public Transit; Vehicular, Pedestrian, and Cycling Traffic; Market Demand for Residential, Retail, and Office; Potential Phased Development

and Implementation; and Public Infrastructure Improvement Plans and Budget, among others.

Task 3: Public Outreach

Community Engagement is a core activity that the Consultant shall undertake. Developing an effective Community Engagement Strategy or Plan is the first step that the Consultant will complete with City staff input and advise. The Consultant shall review and espouse the principles and strategies contained in Caltrans and SCAG Public Participation Plans. The Consultant shall adhere to the following three key elements: i) To Inform the community with objective information to learn and to be informed about the project; ii) To Consult the community to obtain valuable feedback on specific project decisions and analysis; and iii) To Involve and work directly with the community to ensure that their concerns and feedback are understood and considered throughout the project. The Community Engagement Strategy shall identify “who, what, where, when, and how.”

The strategy will address the immediate DAC residents and businesses within and adjacent to the Project Area as well as the wider community. The Consultant will ensure that outreach to hard-to-reach segments of our community will be included- meet with elderly residents at senior housing sites, senior community centers; meet with our youth at community centers, and engage our school districts, principals, and teachers; meet with lower income residents at food banks, neighborhood gathering spots, community centers; and meet with transit riders at bus stops. The Consultant shall prepare social media posts and a dedicated city webpage as a central repository of project information. City staff can gather email lists from city departments of residents who wish to be informed of city projects. Printed articles in the quarterly community newsletter, local paper, and colorful graphics for posters will be used. Bilingual translation and interpretation services will be available for printed materials and community meetings.

The Consultant will also engage the utility companies, businesses, and developers and brokers who are familiar with mixed-use and residential projects. Of this group, special attention will be given to affordable housing providers and ancillary services e.g. social and supportive services, to better design an inclusive and holistic program. The Project will also seek consultation and engagement from local and regional transportation and planning agencies, such as Caltrans, Metro, SCAG, Gateway Cities COG, and utility companies. Discussions may focus on particular development opportunity areas that may require or influence future service delivery options.

For this Project, the City anticipates approximately two community-wide workshops, five focus group meetings, ten private stakeholder meetings, and numerous meetings with city staff. Meetings should not be held at City Hall but rather held in places that community stakeholders are comfortable and familiar with. An Advisory Committee will also be established to facilitate project review and implementation. The Advisory Committee may consist of up to eleven community representatives and conduct up to seven meetings. Both print and digital mediums will be used from social media, city’s website, emails, and community newsletters. Online surveys, printed questionnaires, and informational FAQ sheets can be distributed at senior housing sites, and public counters to maintain effective and continuous communication.

The community engagement process will start one month after project initiation and continue through to project completion. Throughout the entire process, the community must be informed, consulted, and involved in what is their project. To minimize confusion and misunderstanding, periodic updates will also be presented at public meetings, such as the City Council and Commission meetings, as well as public service announcements using newsletter articles, and short videos posted on the website.

Task Deliverables

Community Engagement Report, PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services
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Task 4: Advisory Committee Meetings

The work of the Advisory Committee and its role as an advisory body will be integral to the preparation of the Specific Plan. The Advisory Committee may be comprised of eleven individuals representing a cross section of the community and may meet up to seven times during the course of the Project.

Purpose: The City is preparing a Specific Plan to transform the Telegraph Road corridor and to create a new town center by encouraging and facilitating the transformation of former industrial-zoned properties into mixed-use and high-density residential sites. The City will engage residents, the business community, the youth, elderly, the disadvantaged, and other stakeholders. The Specific Plan will serve as a blueprint for future development. Attract investment and business to enhance the economic vitality of the Project Area, and improve the quality of life for residents, business owners, and employees. Lessen the environmental burdens on vulnerable populations. Plan for circulation system improvements that facilitate pedestrian, bicycling, and transit mobility, and coordinate multimodal street planning.

Role and Responsibilities: To provide ongoing and informative input to the Project Team (City and Consultant) and elected officials. Advisory Committee members will review, evaluate, and discuss information and concepts relating to the development of the Specific Plan. Provide ongoing input that reflects your community knowledge, including reviewing and commenting on major work elements and products. Help the Project Team gain a broader understanding of public and interest group perspectives. Provide recommendations regarding public engagement efforts. Act as public engagement ambassadors by inviting/encouraging neighbors, friends, business colleagues to participate in public engagement activities, workshops, and meetings.

Expectations of Advisory Committee Members: Participate actively, enthusiastically, and civilly. Respect the comments and contributions of other members. Listen to and understand each other's position. Review documents by agreed-upon deadlines. Provide recommendation and advise project team and decision makers. Act as public engagement ambassadors.

Task Deliverables
Agendas, meeting notes, list of attendees, list of action items

Task 5: Draft and Final Plan

Consultant shall prepare two drafts and one final administrative public review draft. Additional changes may be required at each successive public hearing with the Planning Commission and City Council. A final Specific Plan will be prepared following the adoption of the Specific Plan. Consultant is anticipated to prepare the following: i) Vision Statement and Guiding Principles, ii) Preliminary Policies, iii) Land Use Intensity Alternatives (3#) and Prototypical Mixed-Use and High Density Residential Project Proformas (5#), iv) Public Infrastructure Upgrade, Financial Sustainability Strategy Plan, v) Implementation Plan and Financing Strategy, vi) Targeted General Plan and Zoning Ordinance Amendments Report (Note: Environmental analysis and other tasks that are not eligible or are not being funded by the DOT Sustainability Competitive Planning Grant are not identified in this Task. However, these tasks will be completed and identified in the Consultant's contract to ensure proper preparation and adoption of the Specific Plan.)

Task Deliverables
Two Drafts of Specific Plan, Administrative Draft for Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 6: Board Review/Approval

Consultant shall prepare and present materials, PowerPoint, etc. at meetings with the Planning Commission and City Council. These meetings are in the form of Study Sessions and Public Hearings. Consultant shall attend up to six meetings. Consultant will prepare staff reports, resolutions, and ordinances for the meetings.

Task Deliverables
Meeting agendas, presentation materials, meeting minutes with board acceptance/approval.

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category	Sustainable Communities Competitive		
Grant Fiscal Year	FY 2024-25		
Project Title	Town Center Telegraph Corridor Specific Plan		
Organization (Legal name)	City of Santa Fe Springs		
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)		
Reimbursements/ Invoicing	Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☒ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☒ Yes ☐ No		

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2024/25						FY 2025/26						FY 2026/27																					
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
01	Project Administration (no more than 5% of total grant funds)	\$33,000	\$4,275	\$0	\$37,275																																		
02	Consultant Procurement	\$15,000	\$1,943	\$0	\$16,943																																		
1	Existing Conditions	\$75,000	\$9,717	\$0	\$84,717																																		
2	Analysis	\$125,000	\$16,195	\$0	\$141,195																																		
3	Public Outreach	\$75,000	\$9,717	\$0	\$84,717																																		
4	Advisory Committee Meetings	\$50,000	\$6,478	\$0	\$56,478																																		
5	Draft and Final Plan	\$280,000	\$36,277	\$0	\$316,277																																		
6	Board Review/Approval	\$20,000	\$2,591	\$0	\$22,591																																		
Totals		\$673,000	\$87,193	\$0	\$760,193																																		

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



July 9, 2024

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program						
Grant Award Fiscal Year	24-25	Grant Category	Sustainable Communities Competitive		Grant Fund Source	SHA
Project Title	Town Center Telegraph Corridor (TCTC) Specific Plan					
Grantee/Agency	City of Santa Fe Springs					
Executive Director	Rene Bobadilla					
Grantee/Agency Contact	Wayne E. Morrell					
Sub-Recipient(s)						
Caltrans District Contact(s)	James Santiago					
Caltrans District Contact(s) E-mail	james.santiago@dot.ca.gov					
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost	
\$673,000	\$87,193	\$0	\$87,193	11.47%	\$760,193	
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due		
8/16/24		6/30/27		8/29/27		
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.						

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
 - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Grant Application Cover Sheet - Remove "x" from Climate Adaptation grant category.	
2. The Grant Application Cover Sheet identifies in-kind match and the Cost & Schedule identifies cash match. Confirm which is correct and make the appropriate revision. If match will be in-kind, a Third Party In-Kind Valuation Plan must be submitted.	
3. Housing Element must be in compliance by January 2024 or before the grant agreement is executed by Caltrans.	
4. Task 2 is missing from the SOW. Revision task numbering accordingly.	
5. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	
6. Complete form STD 1000 - Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 13, 2024.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Generative Artificial Intelligence (GenAI) Disclosure (STD 1000)** is a new form now required by Caltrans for all contract submittals. The Solicitation Number field can be left blank.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
 - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
 - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
 - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
 - The earliest project start date is November 4, 2024, with an end date of June 30, 2027. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2027.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
 - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
 - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
 - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.

- Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.
- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
 - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
 - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
 - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement.
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.
- **Invoicing and Financial Requirements** –
 - Maintain a proper accounting system (MS Excel is unacceptable).
 - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
 - One-time, lump sum invoices are not allowed.
 - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
 - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
 - All work must be completed by June 30, 2027.
 - Final RFR/invoice and the final product are due no later than August 29, 2027.
 - The final RFR/invoice will not be processed without the final product.
 - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: <https://ig.dot.ca.gov/resources>
- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Ivy M. Tsai, City Attorney

SUBJECT: **SECOND READING OF ORDINANCE NO. 1149 RELATING TO CITY COUNCIL REORGANIZATION**

DATE: September 3, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt 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.

Ordinance No. 1149 Relating to City Council Reorganization

Page 2 of 2

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. If any City Council member declines to be appointed as the Mayor or Mayor Pro Tem in accordance with the order of appointment, that City Council member will be moved to the bottom of the order of appointment.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. Ordinance No. 1149

<u>ITEM STATUS:</u>	
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.

(E) If any member declines to be appointed as the Mayor or Mayor Pro Tem in accordance with the order of appointment, that member will be moved to the bottom of the order of appointment.

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



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: Scott Porter, Deputy City Attorney

SUBJECT: THIRD AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER

DATE: September 3, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

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

FISCAL IMPACT

The proposed change will not have a direct impact on municipal finances.

BACKGROUND

Municipal Code section 31.14 ("Removal") establishes default procedures for the removal of a City Manager. That section also authorizes the City Council to amend those procedures via any contract duly entered into between the City and the City Manager.

Section 4(A) of the existing Agreement between Mr. Bobadilla and the City indicates that the City Council may terminate the agreement with Mr. Bobadilla "at any time, with or without notice, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council." The proposed ordinance would increase the minimum vote requirement to the affirmative votes of at least four-fifths (4/5) of the total membership of the City Council.

ENVIRONMENTAL

N/A

First Amendment to Employment Agreement with City Manager

Page 2 of 2

SUMMARY/NEXT STEPS

If approved, the Amendment will be effective upon execution.

ATTACHMENT(S):

- A. Attachment A – Third Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla
- B. Attachment B – Second Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla
- C. Attachment C – First Amendment to Employment Agreement Between the City of Santa Fe Springs and René Bobadilla
- D. Attachment D – Employment Agreement Between the City of Santa Fe Springs and René Bobadilla

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

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS
AND RENÉ BOBADILLA**

This Third Amendment (“Third Amendment”) to the Employment Agreement between the City of Santa Fe Springs and René Bobadilla (“Agreement”) is entered into on September 3, 2024 (“Effective Date”), by and between the City of Santa Fe Springs (“CITY”), a California municipal corporation, and René Bobadilla (“EMPLOYEE”), an individual (sometimes collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, the CITY and EMPLOYEE entered into the Agreement for EMPLOYEE to serve as the City Manager of the CITY effective July 19, 2023; and

WHEREAS, the CITY and EMPLOYEE entered into the First Amendment to the Agreement on February 20, 2024 following a performance review pursuant to Section 5(B) of the Agreement; and

WHEREAS, the CITY and EMPLOYEE entered into the Second Amendment to the Agreement on June 4, 2024 following a salary and performance review pursuant to Section 5(B) of the Agreement on May 21, 2024 and May 25, 2024; and

WHEREAS, pursuant to Section 5(B) of the Agreement, the City Council conducted a review of EMPLOYEE’s salary and performance on August 22, 2024; and

WHEREAS, as part of this review, the CITY and EMPLOYEE desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 4(A) of the Agreement shall be deleted in its entirety and replaced with the following:

(A) It is understood and agreed that EMPLOYEE’s employment with the CITY shall be on an at-will basis, and that this AGREEMENT may be terminated by the City Council at any time, with or without notice, as determined by the affirmative votes of at least four-fifths (4/5) of the total membership of the City Council at a meeting of the City Council. Notwithstanding the foregoing, the CITY may not terminate EMPLOYEE during the period commencing 120 days before any City Council election and ending April 30th following an election.

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

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

CITY OF SANTA FE SPRINGS

EMPLOYEE

Jay Sarno, Mayor

René Bobadilla

APPROVED AS TO FORM:

Scott E. Porter, Deputy City Attorney

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS
AND RENÉ BOBADILLA**

This Second Amendment (“Amendment”) to the Employment Agreement between the City of Santa Fe Springs and René Bobadilla (“Agreement”) is entered into on June 4, 2024 (“Effective Date”), by and between the City of Santa Fe Springs (“CITY”), a California municipal corporation, and René Bobadilla (“EMPLOYEE”), an individual (sometimes collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, the CITY and EMPLOYEE entered into the Agreement for EMPLOYEE to serve as the City Manager of the CITY effective July 19, 2023; and

WHEREAS, the CITY and EMPLOYEE entered into the First Amendment to the Agreement on February 20, 2024 following a performance review pursuant to Section 5(B) of the Agreement; and

WHEREAS, pursuant to Section 5(B) of the Agreement, the City Council conducted a review of EMPLOYEE’s salary and performance on May 21, 2024 and May 25, 2024; and

WHEREAS, as part of this review, the CITY and EMPLOYEE desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 1 of the Agreement is amended to extend the term to through June 4, 2031, which is seven years from the Effective Date of this Amendment.

2. Section 4(A) of the Agreement is amended to add the following language: “Notwithstanding the foregoing, the CITY may not terminate EMPLOYEE during the period commencing 120 days before any City Council election and ending April 30th following an election.”

3. Section 4(B) of the Agreement is deleted in its entirety and replaced with the following:

(B) If the CITY elects to terminate this AGREEMENT such that the termination date would occur before the end of the Agreement term, and the EMPLOYEE delivers to the CITY an executed copy of the Separation and Release Agreement in

the form attached hereto as Exhibit A within thirty (30) days of his termination, the CITY shall pay EMPLOYEE a lump sum amount of twelve (12) months of EMPLOYEE's base SALARY in compliance with and subject to any limitation in Government Code Section 53260, unless EMPLOYEE engaged in any of the following conduct:

- (1) A breach of the terms of this AGREEMENT;
- (2) Conviction of, or plea of guilty or nolo contendere to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY;
- (3) Failure of the EMPLOYEE to observe or perform any of the City Manager duties and obligations if such failure continues for a period of not less than thirty (30) business days from the date of City Manager's receipt of notice from the City Council specifying the acts or omissions deemed to constitute that failure;
- (4) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
- (5) Failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;
- (6) Any grossly negligent action or inaction by EMPLOYEE that materially and adversely: (a) impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to CITY employees or public safety; or (c) violates the CITY's established rules or procedures; or
- (7) Conduct unbecoming the position of the City Manager or likely to bring discredit or disrepute to the CITY.

4. Section 5(A) of the Agreement is deleted in its entirety and replaced with the following:

(A) EMPLOYEE's annual base salary is three hundred five thousand eight hundred thirty dollars (\$305,830.00) ("SALARY"), which the CITY shall pay in equal bi-weekly payments. The SALARY shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension

contributions, and all other taxes, deductions, or withholdings required by state, federal, or local law.

5. The first sentence of Section 5(B) of the Agreement is amended to provide that the City Council shall review EMPLOYEE's performance on an annual basis.

6. Section 5(C) of the Agreement is deleted in its entirety and replaced with the following: "The CITY shall provide EMPLOYEE with a cost-of-living adjustment ("COLA") to his SALARY equal to and at the same time as any COLA provided to CITY Department Heads."

7. Section 6(H) of the Agreement is deleted in its entirety and replaced with the following: "The CITY shall pay EMPLOYEE a car allowance of six hundred fifty dollars (\$650.00) per month."

8. Section 6 is amended to add a new subsection (K) to read as follows:

(K) Except as otherwise set forth in this AGREEMENT, EMPLOYEE shall be entitled to receive the same benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. Notwithstanding the foregoing, if any benefit available to CITY Department Heads exceeds that afforded to EMPLOYEE as set forth in this AGREEMENT, EMPLOYEE shall be entitled to receive the greater benefit."

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

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

CITY OF SANTA FE SPRINGS

EMPLOYEE



Jay Sarno, Mayor



René Bobadilla

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS
AND RENÉ BOBADILLA**

This First Amendment (“Amendment”) to the Employment Agreement between the City of Santa Fe Springs and René Bobadilla (“Agreement”) is entered into on February 20, 2024 (“Effective Date”), by and between the City of Santa Fe Springs (“CITY”), a California municipal corporation, and René Bobadilla (“EMPLOYEE”), an individual (sometimes collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, the CITY and EMPLOYEE entered into the Agreement for EMPLOYEE to serve as the City Manager of the CITY effective July 19, 2023; and

WHEREAS, pursuant to Section 5(B) of the Agreement, the City Council conducted a review of EMPLOYEE’s salary and performance on February 6, 2024; and

WHEREAS, as part of this review, the CITY and EMPLOYEE desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 5(D) of the Agreement shall be deleted in its entirety and replaced with the following:

(D) EMPLOYEE may, at his own cost and expense, enroll and participate in the CITY’s deferred compensation plan. The CITY will match contributions by EMPLOYEE to the CITY’s 401a deferred compensation plan up to a maximum of 8% of base salary.

2. Section 6(B) of the Agreement shall be amended to include a new subsection (5) to read as follows:

(5) EMPLOYEE shall annually receive a CITY-paid comprehensive physical medical examination from Scripps Center, or comparable service provider. The CITY shall pay the cost of the “Whole Person Examination” and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate documentation and receipts.

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

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

CITY OF SANTA FE SPRINGS

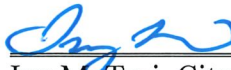
EMPLOYEE



Jay Sarno, Mayor

René Bobadilla

APPROVED AS TO FORM:



Ivy M. Tsai, City Attorney

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS**

AND

RENÉ BOBADILLA

This employment agreement (“AGREEMENT”) is made effective as of July 19, 2023 (“EFFECTIVE DATE”) and is entered into by and between the City of Santa Fe Springs (“CITY”), a municipal corporation of the State of California, and René Bobadilla (“EMPLOYEE”), an individual. Under this AGREEMENT, the CITY offers, and EMPLOYEE accepts, employment as City Manager of the CITY.

SECTION 1. TERM

EMPLOYEE’s term as City Manager for CITY is five (5) years from the EFFECTIVE DATE. Such employment shall be on the terms set forth hereinafter. Except as otherwise provided for in this AGREEMENT, EMPLOYEE’s employment with the CITY shall be on an at-will basis, and will continue through the term unless terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform, to the best of EMPLOYEE’s abilities, the duties and functions of the City Manager of the CITY, as prescribed by state law and in the CITY’s Municipal Code, and which are commonly assigned to a City Manager of a city in California. As the City Manager, EMPLOYEE shall serve as the CITY’s highest ranking executive officer and management employee.

EMPLOYEE shall perform, using his discretion and judgment, legally permissible duties and functions consistent with the office of the City Manager, and as the City Council requires from time to time. These duties may include, but are not limited to, the following:

(A) Administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies;

(B) Direct the work of all appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council;

(C) Recommend to the City Council the adoption of measures that the City Manager deems necessary for or expedient to the health, safety, or welfare of the community or for the improvement of administrative services;

(D) Evaluate administrative practices that may result in greater operational effectiveness or economy in CITY government, and develop and recommend to the City Council long-range plans to improve CITY operations and prepare for the CITY’s growth and development;

(E) Provide for management development and training, and develop leadership qualities as necessary to ensure the highest standards of managerial practices;

(F) Act in the CITY's best interests at all times and perform City Manager duties in a competent and professional manner; and

(G) Exercise the highest degree of integrity and ethical conduct both on- and off-duty, so as to ensure the reputation of the CITY and its efficient and effective operation; and

(H) Supervise and dictate CITY business needs and requests to all CITY Department Heads and other managerial employees of the CITY, using his judgment and discretion, and in his capacity as the highest ranking executive officer of the CITY.

SECTION 3. DEVOTION TO CITY BUSINESS

The City Manager position is considered a full-time position. Therefore, EMPLOYEE shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the City Manager duties, without written prior approval by the City Council.

SECTION 4. TERMINATION OF EMPLOYMENT

(A) It is understood and agreed that EMPLOYEE's employment with the CITY shall be on an at-will basis, and that this AGREEMENT may be terminated by the City Council at any time, with or without notice, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council.

(B) If the CITY elects to terminate this AGREEMENT such that the termination date would occur before the end of the five-year term, and the EMPLOYEE delivers to the CITY an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within thirty (30) days of his termination, the CITY shall pay EMPLOYEE a lump sum amount of six (6) months of EMPLOYEE's base SALARY in compliance with and subject to any limitation in Government Code Section 53260, unless EMPLOYEE engaged in any of the following conduct:

- (1) A breach of the terms of this AGREEMENT;
- (2) Conviction of, or plea of guilty or *nolo contendere* to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY;
- (3) Failure of the EMPLOYEE to observe or perform any of the City Manager duties and obligations if such failure continues for a period of not less than thirty (30) business days from the date of City Manager's receipt of notice from the City Council specifying the acts or omissions deemed to constitute that failure;
- (4) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

- (5) Failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;
- (6) Any grossly negligent action or inaction by EMPLOYEE that materially and adversely: (a) impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to CITY employees or public safety; or (c) violates the CITY's established rules or procedures; or
- (7) Conduct unbecoming the position of the City Manager or likely to bring discredit or disrepute to the CITY.

(C) If EMPLOYEE elects to resign or to terminate this AGREEMENT, then the EMPLOYEE may terminate this AGREEMENT at any time upon thirty (30) days' written notice to the Mayor of the CITY or the City Attorney. EMPLOYEE's resignation shall be deemed accepted upon delivery to the Mayor or the City Attorney. In the event that EMPLOYEE voluntarily terminates this AGREEMENT prior to the end date of the AGREEMENT, no severance pay shall be payable to EMPLOYEE. The parties may consider the option to enter into a release and settlement agreement in the event of EMPLOYEE'S resignation and upon mutual agreement.

(D) EMPLOYEE shall not be entitled to any compensation upon termination except as set forth in Sections 4 (B) and (E).

(E) Upon termination of this AGREEMENT, the CITY shall pay EMPLOYEE an amount equal to the value of the EMPLOYEE's earned, but unpaid salary and EMPLOYEE's accumulated, but unpaid and unused vacation and flexible leave, and any other accrued leave time to which EMPLOYEE is entitled, except for sick leave.

SECTION 5. COMPENSATION

(A) EMPLOYEE's annual base salary is two-hundred and eighty thousand dollars (\$280,000) ("SALARY"), which the CITY shall pay in equal bi-weekly payments. The annual SALARY shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by state, federal or local law. EMPLOYEE waives the right to all CITY incentive pays, including but not limited to education pay, bilingual pay, etc.

(B) The City Council shall review EMPLOYEE's salary and performance in February of 2024, August of 2024, and thereafter on an annual basis. The City Council and EMPLOYEE may establish mutually-agreed upon objectives for the subsequent year at such reviews.

(C) The City Council may at its discretion, from time to time, increase EMPLOYEE's base salary. Such an increase shall not require an amendment to this AGREEMENT to be effective. Such an increase may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

(D) EMPLOYEE may, at his own cost and expense, enroll and participate in the CITY's deferred compensation plan. The CITY will match contributions by EMPLOYEE to the CITY's 401a deferred compensation plan at a ratio of 1:1 up to a maximum of 3% of base salary.

SECTION 6. BENEFITS

(A) RETIREMENT BENEFITS

EMPLOYEE shall be eligible for the following retirement benefits:

- (1) CITY shall provide EMPLOYEE the California Public Employees' Retirement System (CalPERS) retirement benefit formula known as 2% @ 55 with the average of the three (3) highest consecutive years of compensation. EMPLOYEE shall pay 7% pre-tax CalPERS member contribution.
- (2) 1959 Survivor's Benefit at funding Level 4 (Government Code Section 21574).
- (3) Credit for Unused Sick Leave (Government Code Section 20965).
- (4) Military Service Credit as Public Service (Government Code Section 21024).

Pursuant to Government Code section 53244, EMPLOYEE, if convicted of a felony for conduct arising out of the performance of his official duties, shall forfeit rights to retirement rights and benefits to which he would otherwise be entitled.

(B) HEALTH BENEFITS AND RETIREE MEDICAL

- (1) The CITY contracts with CalPERS for health benefits. EMPLOYEE and his dependents are eligible for this benefit. A dependent may remain on the plan until age 26. If a dependent is qualified as disabled, the dependent may remain on the plan past their 26th birthday pending the approval from CalPERS Health Benefits Division. Health Plans include Anthem Blue Cross, Blue Shield of CA, Kaiser Permanente, and UnitedHealthcare.
- (2) The CITY shall pay the premium for health benefits for the EMPLOYEE and dependents as provided to CITY Department Heads.
- (3) If EMPLOYEE can provide proof of health insurance with another carrier, EMPLOYEE can opt out of the CITY medical plan and receive a rebate as provided to CITY Department Heads (currently \$214.61 single party; \$429.22 two party; \$557.98 family).
- (4) Following retirement from the CITY, Employee shall be eligible for retiree medical benefits if vested in CalPERS. The CITY shall pay the insurance premium up to the applicable medical cap.

(C) DENTAL INSURANCE

EMPLOYEE is entitled to receive the same dental insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently contracts with Delta Dental Insurance. The CITY

pays the full premium for CITY Department Heads and eligible dependents in a HMO (Delta Care) Plan. Currently, if a CITY Department Head elects to receive Delta Dental PPO coverage, the CITY Department Head shall contribute fifty dollars (\$50.00) per month towards the monthly premium.

(D) VISION INSURANCE

EMPLOYEE is entitled to receive the same vision insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently has a vision reimbursement program. The CITY currently reimburses up to \$450 annually for eye examination and frames/lenses for CITY Department Heads and up to \$400 for eligible dependents. There is a \$20 deductible for eye examinations. Currently, the CITY also reimburses up to \$1,800 for laser eye surgery for CITY Department Heads and up to \$1,600 for eligible dependents.

(E) LIFE INSURANCE

The CITY shall provide EMPLOYEE with a two-hundred twenty-eight thousand dollar (\$228,000) group term life insurance policy. EMPLOYEE shall pay the premium costs associated with the purchase of any additional life insurance.

(F) LONG TERM DISABILITY INSURANCE

The CITY contracts with Standard Insurance for Long Term Disability benefits. The CITY does not pay into the State Disability system. This plan is used in lieu of State Disability. The premium is paid in full by the CITY. There is a 60-day elimination period for this insurance. If a claim is accepted, EMPLOYEE will be paid two-thirds of EMPLOYEE'S monthly salary up to 24 months.

(G) BUSINESS AND PROFESSIONAL EXPENSES

The CITY recognizes that EMPLOYEE may incur expenses of a non-personal, job-related nature that are reasonably necessary to the City Manager's service to the CITY. To the extent that such costs may be budgeted by the CITY, the CITY shall pay EMPLOYEE for professional membership dues and fees, and for attendance at professional conferences. The CITY shall reimburse EMPLOYEE upon presentation to the CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE's duties or as otherwise budgeted for by the CITY, so long as the expenses are in accordance with the CITY's policies and state laws.

(H) CAR ALLOWANCE

The CITY shall pay EMPLOYEE a car allowance of five-hundred dollars (\$500) per month.

(I) CELL PHONE

The CITY shall provide EMPLOYEE with a CITY issued cell phone for CITY business use, and the CITY shall pay for the associated phone bills and expenses.

(J) TUITION REIMBURSEMENT

EMPLOYEE is allowed up to \$350 per fiscal year for tuition and books. The maximum reimbursement for full-time employees engaged in a degree program is \$4,000 per year.

SECTION 7. LEAVES

(A) FLEXIBLE LEAVE

EMPLOYEE is entitled to sixty (60) hours of flexible leave each fiscal year. EMPLOYEE may carry over twenty-four (24) hours from one fiscal year to the subsequent year, not to exceed a maximum accrual of eighty-four (84) flexible leave hours.

(B) HOLIDAYS

EMPLOYEE is entitled to the following CITY observed holidays:

- | | |
|---|---|
| • New Year's Day | January 1 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |
| • Cesar Chavez's Birthday | March 31 |
| • Memorial Day | Last Monday in May |
| • Juneteenth National Independence Day | June 19 |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | Fourth Thursday in November |
| • Day after Thanksgiving | Day following Fourth Thursday in November |
| • The day before Christmas | December 24 |
| • Christmas Day | December 25 |
| • Every day appointed by the President or Governor as a holiday | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(C) VACATION LEAVE

- (1) Accrual of, and eligibility to utilize, vacation leave shall commence upon EMPLOYEE's date of employment.
- (2) EMPLOYEE shall bank forty (40) hours of vacation leave upon EMPLOYEE's first date of employment.
- (3) Vacation leave shall accrue at the rate of fourteen (14) hours per month up to a maximum vacation leave bank of 240 hours. Once the vacation leave

bank reaches 240 hours, vacation accrual will temporarily stop. Vacation accrual will begin again once vacation time has been taken and the vacation leave bank falls below 240 hours.

- (4) Once per year, EMPLOYEE may elect to cash out up to eighty (80) hours of unused vacation leave.
- (5) In the event one or more municipal holidays fall within a vacation leave, the CITY shall not charge such holiday(s) against vacation leave.

(D) SICK LEAVE

- (1) EMPLOYEE is entitled to the use of sick leave with pay, which may be used upon commencement of employment. Sick leave shall accrue at the rate of eight (8) hours per full month of service.
- (2) Sick leave may be used for the following purposes:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for EMPLOYEE or any of the following of the EMPLOYEE's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; and
 - b. For EMPLOYEE, if EMPLOYEE is a victim of domestic violence, sexual assault, or stalking in order for EMPLOYEE to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.
- (3) One-half (1/2) of the EMPLOYEE's accrued and available annual sick leave is protected, and may be used for any of the purposes stated above.

(E) BEREAVEMENT LEAVE

- (1) EMPLOYEE shall be granted bereavement of up to five (5) working days whenever death occurs to a member of the EMPLOYEE's family. The CITY will pay up to three (3) days of bereavement leave.
- (2) For the purpose of bereavement leave, family shall be defined as in Section 7(D)(2).

(F) MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the CITY's Personnel System Rules and Regulations, Administrative Policy 30-14, and as defined in Section 395 *et seq.* of the Military and Veteran's Code of the State of California.

(G) JURY DUTY

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to EMPLOYEE when serves on a jury. In such cases, EMPLOYEE shall be paid his regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees EMPLOYEE may receive from court service shall be remitted to the CITY. Mileage reimbursement will be kept by EMPLOYEE.

SECTION 8. INDEMNIFICATION

The CITY shall defend, hold harmless, and indemnify EMPLOYEE using legal counsel of the CITY's choosing, against expense or legal liability for acts or omissions by EMPLOYEE occurring within the course and scope of the EMPLOYEE's employment under this AGREEMENT, determination of the issues, including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by the EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between the CITY and the EMPLOYEE such that independent counsel is required for the EMPLOYEE, the EMPLOYEE may engage his own legal counsel, in which event the CITY shall indemnify the EMPLOYEE, including direct payment of all such reasonable costs related thereto.

SECTION 9. ABUSE OF OFFICE OR POSITION

Notwithstanding anything to the contrary, pursuant to the requirements set forth in Government Code Section 53243, if EMPLOYEE is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (i) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse CITY such amounts paid; (ii) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse CITY such amounts paid; and (iii) if this AGREEMENT is terminated, any Severance Pay and Severance Benefits related to the termination that EMPLOYEE may receive from CITY shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE.

For purposes of this Section, abuse of office or position means either: (i) an abuse of public authority, including, but not limited to waste, fraud, and violation of the law under color of authority; or (ii) a crime against public justice, including, but not limited to the crimes described in Titles 5 through 7 of Part 1 of the California Penal Code.

SECTION 10. NOTICES

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of

actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Santa Fe Springs
Attention: Mayor
11710 Telegraph Road
Santa Fe Springs, CA 90670

CITY MANAGER: René Bobadilla


SECTION 11. ENTIRE AGREEMENT AND AMENDMENTS

The CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supersedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of the CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 12. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 13. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.

SECTION 14. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 15. COUNTERPARTS

This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.

CITY:

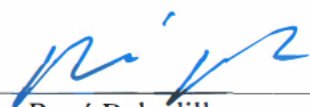
By:



Juanita Martin, Mayor

EMPLOYEE:

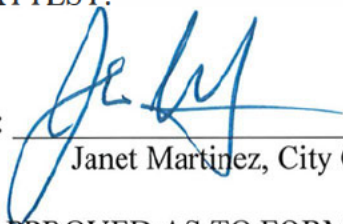
By:



René Bobadilla

ATTEST:

By:



Janet Martinez, City Clerk

APPROVED AS TO FORM:

By:



Ivy M. Tsai, City Attorney

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, by and between René Bobadilla (“BOBADILLA”) and the City of Santa Fe Springs (“CITY”), collectively the PARTIES.

2. RECITALS

2.1 BOBADILLA commenced employment with the CITY as City Manager on or about _____, 2023, pursuant to an employment agreement entered into between the PARTIES on or about _____, 2023.

2.3 This AGREEMENT is made to amicably resolve all matters between BOBADILLA and the CITY regarding BOBADILLA’s employment and the cessation of said employment.

2.4 The PARTIES understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and claims arising from or relating to BOBADILLA’s employment with the CITY, if any, and provide for a separation payment for BOBADILLA.

3. CONSIDERATION

3.1 In exchange for BOBADILLA’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of BOBADILLA’s claims, if any, the CITY shall pay BOBADILLA the sum of \$ [_____] (“SEVERANCE PAYMENT”) in the form of a check made payable to René Bobadilla, to be delivered within ten (10) days of the effective date of this AGREEMENT (“EFFECTIVE DATE”). Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraph 3.1 above, BOBADILLA understands and agrees that the employee’s portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of BOBADILLA.

3.3 BOBADILLA and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the PARTIES agree that no other monies or benefits are due, owing or unpaid by reason of BOBADILLA’s employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for BOBADILLA, in BOBADILLA’s name, or on BOBADILLA’s behalf. BOBADILLA expressly agrees that the SEVRANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or benefits under any employment agreement(s), business

agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. **SPECIFIC ACKNOWLEDEEMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. sections 626, *et seq.*, Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA, and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, BOBADILLA acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. BOBADILLA further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by BOBADILLA;
- (b) BOBADILLA is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) BOBADILLA is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) BOBADILLA has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) BOBADILLA has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) BOBADILLA has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, "I hereby revoke my acceptance of our 'Separation and Release Agreement'"; and
- (i) This AGREEMENT shall not be effective until all PARTIES have signed the AGREEMENT and ten (10) days have passed since BOBADILLA's execution of the AGREEMENT.

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, BOBADILLA hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which BOBADILLA now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. BOBADILLA expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the disputes, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against BOBADILLA arising out of BOBADILLA' employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 BOBADILLA on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly,

under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.2 BOBADILLA and the CITY acknowledge that the facts with respect to which each gives this general release may turn out to be different from the facts they now believe to be true. BOBADILLA and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. **WAIVER OF ADDITIONAL CLAIMS**

BOBADILLA and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. **REPRESENTATIONS AND WARRANTIES**

Each of the PARTIES represent, warrant, and agree as follows:

8.1 No Other Claims: BOBADILLA and the CITY hereby represent and warrant that neither BOBADILLA nor the CITY has filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of BOBADILLA's employment with the CITY, the disputes or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. BOBADILLA retains his right to request indemnification from the City pursuant to California Government Code Section 825 *et seq.* with respect to any action brought against BOBADILLA in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or

attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the PARTIES, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: BOBADILLA and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both PARTIES intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both PARTIES. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: BOBADILLA represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, BOBADILLA further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The PARTIES will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the PARTIES of any liability of any kind. The PARTIES each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the PARTIES.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the PARTIES hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all PARTIES.

9.9 Executed Copy: All PARTIES shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the PARTIES as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to BOBADILLA:

René Bobadilla

As to the CITY:

Attn: Director of Finance and Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

WHEREFORE, the PARTIES hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF SANTA FE SPRINGS

By: _____
_____, Mayor

DATED: _____

RENÉ BOBADILLA

By: _____
RENÉ BOBADILLA

APPROVED AS TO FORM:

By: _____
_____, City Attorney



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: PURCHASE OF NEW COMMERCIAL-GRADE MOWER FOR LAKE CENTER ATHLETIC PARK SPORTS FIELDS

DATE: September 3, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the purchase of a John Deere 2653B PrecisionCut Mower, an edger, and related accessories for the newly renovated Lake Center Athletic Park sports fields; and
- 2) Approve an appropriation adjustment and authorize a budget transfer from the Equipment Acquisition and Replacement Fund (6090) in the amount of \$79,670.50 to cover the purchase cost of the equipment; and
- 3) Authorize the City Manager to execute the purchase agreement with the selected vendor; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

To fund the purchase of a John Deere 2653B PrecisionCut Mower, an edger, and related accessories, it is recommended that the City Council approve a budget transfer from Equipment and Replacement Fund (6090) to General Fund (10800000) in the amount of \$79,670.50 and approve an appropriation adjustment to account 10800000-573450 – Equipment. The purchase will be made using a California Multiple Award Schedules (CMAS) purchasing contract, ensuring that the City secures competitive pricing. This amount will cover the cost of the mower, including tax, delivery, and training for the maintenance staff.

BACKGROUND

The natural turf on the ballfields at Lake Center Athletic Park has recently undergone significant refurbishment, transforming the sports fields turf into a state-of-the-art playing surface. These upgrades are designed to support the growing demand for youth baseball in our community, offering a safe and professional environment for young athletes to hone their skills.

As part of our ongoing commitment to maintaining these high-quality fields, it is essential that we have the proper equipment to ensure the grass remains in optimal condition. Furthermore, mowing equipment should be dedicated to the sports fields in order to prevent migration of other types of grass and weeds that are transported in mowing equipment.

ANALYSIS

The mower and accessories offer several advantages that make it the best choice for maintaining the sports fields at Lake Center Athletic Park. Its precision cutting capabilities ensure an even, high-quality turf surface that is essential for safe and enjoyable play, particularly for youth baseball. The mower's durability and advanced features also contribute to operational efficiency by reducing the time and labor required for field maintenance.

ENVIRONMENTAL

The mower and related accessories are designed with several environmental considerations that align with the City's commitment to sustainability. The mower features a fuel-efficient engine that reduces greenhouse gas emissions and lowers the overall carbon footprint of our field maintenance operations.

DISCUSSION

To maintain the newly refurbished sports fields at Lake Center Athletic Park, the Parks & Recreation Department has identified the John Deere 2653B PrecisionCut Mower, edger, and related accessories as the ideal solution. This equipment is specifically designed for sports fields, offering the precision, durability, and efficiency required to keep the fields in top condition for youth baseball play.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, City staff will issue a purchase order, the mower will be ordered, and when the equipment arrives, staff will be trained on safe and operation standards.

ATTACHMENT(S):

- A. Vendor Quote
- B. Sourcewell Contract

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

Quote Summary

Prepared For:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670
Business: 562-409-7535

Prepared By:

Nick Scovel
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-376-6715
nscovel@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote Id: 31578312
Created On: 27 August 2024
Last Modified On: 27 August 2024
Expiration Date: 03 September 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2653B PrecisionCut Mower (CITY DISCOUNT)	\$ 66,123.00	\$ 57,000.00 X	1 =	\$ 57,000.00
JOHN DEERE Quick-Adjust 7 Cutting Units for 2653B Extra set of Reels (CITY DISCOUNT)	\$ 16,047.20	\$ 13,800.00 X	1 =	\$ 13,800.00
POWER TRIM CO INC 308-HPower Trim Edger	\$ 1,400.00	\$ 1,300.00 X	1 =	\$ 1,300.00
Equipment Total				\$ 72,100.00

Quote Summary

Equipment Total	\$ 72,100.00
SubTotal	\$ 72,100.00
Sales Tax - (10.50%)	\$ 7,570.50
Total	\$ 79,670.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 79,670.50

Salesperson : X _____

Accepted By : X _____

Quote Id: 31578312

Customer: CITY OF SANTA FE SPRINGS

JOHN DEERE 2653B PrecisionCut Mower (CITY DISCOUNT)

Hours:

Suggested List

Stock Number:

\$ 66,123.00

Code	Description	Qty
1229TC	2653B PrecisionCut Trim and Surrounds Mower	1

Standard Options - Per Unit

001A	United States and Canada	1
183E	JDLink™ Modem	1
0443	All Other Countries (English / Spanish)	1
1146	20x10-10 Multi Trac Front Tires with 20x10-8 Turf Trac Rear Tire	1
1206	Quick Adjust 7 (QA7) 8-blade 66 cm (26-in.) Cutting Units	1
1316	66 cm (26-in.) Wide x 76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1
1402	Cutting Unit ONLY Counterweights	1
2009	Standard Seat	1
9736	Grass Catchers and Mounting Hardware for 66 cm (26-in.) QA7 Cutting Units	1

Other Charges

Freight	1
EnviroCrate	1

JOHN DEERE Quick-Adjust 7 Cutting Units for 2653B Extra set of Reels (CITY DISCOUNT)

Hours:

Suggested List

Stock Number:

\$ 16,047.20

Code	Description	Qty
5012TC	Quick-Adjust 7 Cutting Units for 2653B PrecisionCut Trim and Surrounds Mower	1



JOHN DEERE

Selling Equipment



Quote Id: 31578312

Customer: CITY OF SANTA FE SPRINGS

Standard Options - Per Unit		
001A	US / Canada	1
1206	8-blade 66 cm (26-in.) Cutting Units	1
1316	3 In. (7.6 cm) x 26 In. (66 cm) Diameter Heavy Duty Grooved Disc Roller	1
1402	QA7 Cutting Unit Only Counterweight	1
Other Charges		
Freight		1

POWER TRIM CO INC 308-HPower Trim Edger

Hours: 0

Suggested List

Stock Number:

\$ 1,400.00

Code	Description	Qty
308-HPower Trim Ed ge	308-HPower Trim Edger	1

Quote ID :31578312Customer Name : CITY OF SANTA FE SPRINGS

Product features, prices and specifications are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Products, product features, and other content on this site may only be accurate for products marketed and sold in North America.

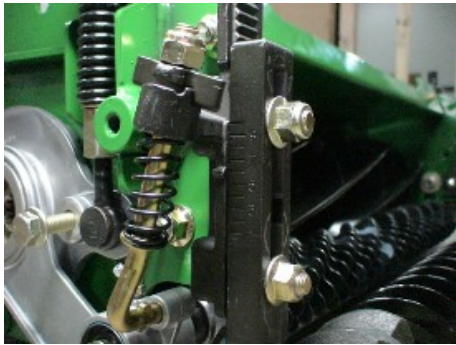
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File Created: 27-Aug-2024

2024 JOHN DEERE 2653B PrecisionCut Mower (CITY DISCOUNT)

Cutting

Fixed front roller for less-aggressive attitude at lower heights of cut



Fixed front roller, notches, and numbering system

To minimize possible damage to the grass plant at lower heights of cut, the Quick-Adjust 7 (QA7) cutting unit features a fixed front roller. If a cutting unit becomes too aggressive, the reel is unable to properly present the grass to the bedknife. This results in an impact cut, similar to a rotary mower, rather than a precise scissor action. A fixed-front roller creates a less-aggressive bedknife attitude at lower heights of cut by tucking the bedknife closer to the center point of the reel as the rear roller moves for lower heights of cut.

The front roller uses a notch system to lock both sides of the roller into place. This notch system prevents the front roller from moving during lift and lower cycles, maintaining a more consistent height of cut while mowing. The notches also set the desired height of cut range. Numbers on the roller bracket correspond to height-of-cut ranges in the operator manual. Simply line up the number that represents the desired height of cut range with the arrow in the cutting unit casting, and tighten the roller bracket into position. All that is left is to then set the final height of cut by adjusting the rear roller.

The fixed front roller also features a parallel adjustment on each end of the roller. By using a gauge bar, the front roller can be perfectly squared to the bedknife. This ensures the front roller, rear roller, bedknife, and reel are all operating in the same plane, virtually eliminating any chances for step cutting and providing a consistent cutting height across the cutting unit.

An added benefit of the roller bracket design is the brackets are mounted to the front of the cutting-unit housing, so once the front roller is parallel, there is no need to re-parallel the front roller when moving the roller to a different notch setting.



Front roller parallel/eccentric adjustment

Cutting

Speed Link™ height-of-cut system adjusts both sides of rear roller at the same time



The secret to the system is the connecting rod that ties the worm gear systems for each rear roller tower together. With the connecting rod in place, turning the height-of-cut adjuster on one side automatically turns the other side by the exact same amount. This allows the operator to adjust the height of cut from one end of the rear roller, making adjustments quickly and with stunning precision.

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Speed Link system

The Speed Link connecting rod is also spring loaded, so it can be easily removed should both towers need to be adjusted independently. Once the rear roller is parallel to the front roller when the cutting unit is initially set up, the Speed Link system takes over and moves each side of the roller by the same amount for a quick one-point height-of-cut adjustment.

**Adjustment with cordless drill**

The preferred way to adjust the cutting unit is with a variable-speed electric or air drill with a 16-mm socket attached. Since the entire rear roller can be adjusted from either side of the cutting unit, this allows for adjusting the cutting unit with the most easily accessible height-of-cut adjuster. This takes the challenge out of adjusting the rear cutting units on fairway mowers, riding greens mowers, and trim mowers. A drill makes the adjustment even easier by quickly rotating the tower, making height-of-cut changes a breeze. And the connecting rod ensures the other side turns just as fast and just as accurate.

NOTE: Electric or pneumatic impact tools cannot be used to make the height-of-cut adjustment.

The ultimate in quick and accurate height-of-cut adjustments, the Speed Link height-of-cut adjustment system ties both sides of the rear roller together, allowing technicians to make height-of-cut adjustments simply by adjusting one end of the rear roller.

How does this innovative system accomplish a one-point height-of-cut adjustment? It all starts with the worm gear drives in the rear roller castings. The worm gear system rotates via hex bolts on the side of the rear roller castings, adjusting the rear roller up and down. Simply turn the gears by turning the hex adjuster on the side of the casting; each full turn represents an adjustment of 0.0254 mm (0.001 in.). A diagram on the side of the casting tells which direction to turn the hex bolts to raise or lower the cutting height.



Height-of-cut adjuster



Adjustment with cordless drill

Cutting**Notch system for easy and precise reel-to-bedknife adjustments**

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Reel-to-bedknife adjusters
on top of cutting unit



Close-up of reel-to-bedknife adjustment

The Quick-Adjust 7 (QA7) cutting units feature a quick and easy notch system to maintain proper clearance between the reel and bedknife. The adjustment is performed at each end of the cutting unit for maximum accuracy and precision from side to side. For easy access to the adjustment, the adjusters are located on the top of the cutting unit.

All it takes to perform the adjustment is one 16-mm wrench or socket. As each adjuster tower is turned, each notch can be felt. Each notch represents a reel movement of 0.01 mm (0.0005 in.). This allows for a very fine-tuned adjustment that moves the reel with accuracy and precision. To move the reel closer to the bedknife, turn the adjuster counterclockwise. A clockwise turn moves the reel away from the bedknife.

Simply use the notch system to set the proper reel-to-bedknife clearance of 0.05 mm (0.002 in.), and it is ready to go. This system saves time without sacrificing a premium cut quality for all closely mowed turf areas. Adjustments are so quick and simple they can be performed effectively not only in the shop, but also on the golf course.

An added benefit to the reel-to-bedknife system is that the bedknife is fixed, meaning that when an adjustment is made, the height of cut does not have to be adjusted as a result.

Key Features

Powerful 3-cylinder diesel engine



Three-cylinder diesel engine

The 2653B PrecisionCut™ Trim and Surrounds Mower uses a 19.6 hp* (14.6 kW) gross (per SAEJ 1995 at 3000 rpm) liquid-cooled diesel engine for smooth, efficient, and quiet operation.

With the 3-cylinder diesel engine and a large 7.4-U.S. gal. (28.0-L) fuel tank, the 2653B PrecisionCut gives the operator plenty of power and fuel for a productive day of mowing.

This engine meets EPA Tier 2 and Tier 4 compliance standards.

*Engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to the engine manufacturer's website for additional information.

Key Features

**White box electronic control module provides
onboard electrical diagnostics as standard equipment**

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This controller gives the technician on-board diagnostics as standard equipment, meaning there are no diagnostic tools or plug-ins to purchase separately. No tools are required to access the white box controller. Simply disengage the latch to open up the access panel. This allows the technician to troubleshoot electrical problems while sitting in the operator seat.

The controller has a heartbeat feature to aid the technician in diagnostics. When the LED light in the center of the controller is flashing at a regular rate, it indicates the controller is properly powered up and there are no circuit problems. Each switch or solenoid on the machine has its own LED light on the controller. Input and output functions can be diagnosed by observing the appropriate lights.

When the heartbeat LED light is flashing at an irregular rate, it indicates there is a system fault of some sort. The irregular flashing rate leads the technician to the circuit to start proper diagnostics. These codes can be found on the front of the access panel to the controller. Detailed information is located in the operator's manual and technical manual.



White box controller

Key Features

Full-time three-wheel drive (3WD) hydrostatic system directs oil flow to wheels with traction, reducing wheel slip in tough terrain



Full-time 3WD system

The 2653B PrecisionCut™ Trim and Surrounds Mower features a full-time 3WD hydrostatic traction system that directs hydrostatic oil flow to wheels with traction in tough terrain. This means if an operator gets into a situation where one wheel begins to slip, the hydrostatic system supplies fluid to the other two wheels to provide traction power.

This system provides plenty of hill-climbing power without the need for any weight-transfer system. What's even more impressive is this system requires no extra valves for operation. This reduces hydraulic leak point opportunities while still providing ample climbing power.

By being a full-time 3WD system, the unit is always in three-wheel drive, even in transport. The system is powered by the same hydrostatic pump used on the 2500B PrecisionCut Riding Greens Mower for optimum hill-climbing performance.

Operator station and controls

Dual-pedal traction system for comfortable and easy forward and reverse operation

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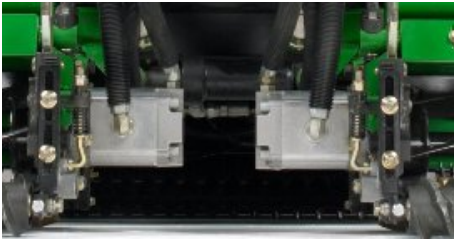
Dual-pedal for forward and reverse

A dual-pedal traction drive system enables easy selection of forward and reverse. The forward pedal is on the left; the reverse pedal is located to the right of the forward pedal. The dual-pedal design provides comfortable and easy operation for a complete day of mowing.

When the power take-off (PTO) lever is engaged, it also engages a stop for the forward pedal. This stop sets the forward mowing speed. The stop is adjustable, allowing the technician to set a higher or lower travel speed to meet the needs of the golf course. Tools are required to adjust the forward mowing speed, putting the superintendent and technician in ultimate control of the machine's cut quality, not the operator.

Hydraulics

Efficient reel motors and reel motor hydraulic line routing



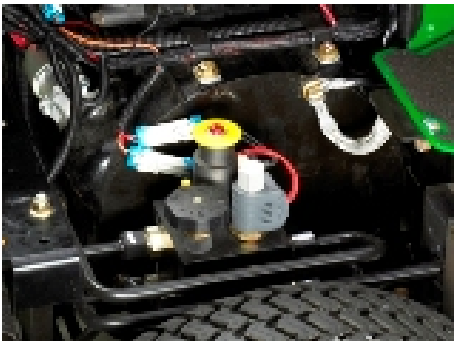
Reel motors

The cutting unit motors have efficient load plates, seals, and in-line hydraulic ports, resulting in better oil flow within the motor. The hydraulic reel motors on the 2653B PrecisionCut™ are designed to provide consistent reel speed for the best quality of cut on the fine turf of tees and surrounds. The reel motors allow the 2653B PrecisionCut to handle the tough demands of the rough as well as making it a very versatile machine for the fleet.

The reel drive system hose routing complements the efficiency of the reel motors themselves. The reel motor hoses are routed so that, in mow, the hydraulic oil flow goes to the left-front cutting unit, then to the right-front cutting unit, then to the rear cutting unit. This efficient routing is common with the 2500B PrecisionCut Riding Greens Mowers.

Hydraulics

Standard on-board backlapping valve senses pressure and compensates with flow



Backlap valve

The micro-backlapping valve is standard equipment for those who prefer to backlap the cutting units on the machine to maintain a sharp edge on the reel and bedknife. A regular schedule of backlapping provides sharp edges longer for a better quality of cut and extends time between grindings. This results in longer life of the reel and bedknife due to less material being removed than from spin grinding. A ground reel and bedknife should always be backlapped after grinding anyway to match the reel to the bedknife.

The backlapping circuit is easily engaged by pulling up on the yellow knob to reverse directional flow, spinning the reels backward for backlapping. A safety interlock circuit allows backlapping with the parking brake engaged and no one in the seat.

The backlapping valve is a pressure-sensing flow-compensating valve. As backlapping compound is applied, this creates a restriction between the reel to bedknife, and this restriction tries to slow the reel down. However, the pressure-differential valve senses the added pressure and automatically compensates with flow. This works at any reel speed other than full speed.

This feature also works in the mow position, which is critically important when mowing at higher heights of cut when reels must be slowed down to prevent fanning of

Quote ID :31578312Customer Name : CITY OF SANTA FE SPRINGS

the grass. When the cutting unit encounters lusher and denser turf, the reel would naturally want to slow down, but the backlap valve compensates with additional flow.

The backlapping valve offers reel speed control with a rotary dial. The reel speed can be controlled in both mow and backlap. Setting six is for full flow, while setting one is used for backlapping.

The backlapping valve on the 2653B PrecisionCut™ is the same as those used on the PrecisionCut Fairway and 2500B PrecisionCut Riding Greens Mowers.

Hydraulics

Standard hydraulic oil cooler with no-tool cleanout feature



Standard oil cooler

The 2653B PrecisionCut™ is equipped with an oil cooler as standard equipment to help keep the hydraulic system cool and working efficiently.

The area around the oil cooler is sealed to protect it from grass and other debris building up between the radiator and oil cooler. However, any debris collected in the area can be removed by simply loosening the wing nuts located at the top of the oil cooler and tilting it back from the radiator.

By using wing nuts to secure the oil cooler in place, no tools are required to tilt the oil cooler back for service. The debris can then be blown out with compressed air during daily cleaning operation.

**Solicitation Number: RFP #082923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ag Tractors with Related Attachments, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

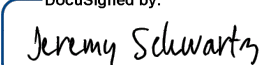
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

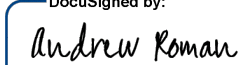
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

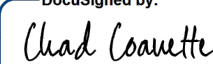
Sourcewell

Deere & Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
10/9/2023 | 2:15 PM CDT
Date: _____

DocuSigned by:

By: C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
10/16/2023 | 9:32 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
10/16/2023 | 9:34 AM CDT
Date: _____

RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
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Submission Details

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Submitter's IP Address: 104.129.207.130

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Deere & Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ag & Turf Strategic Accounts Business Division (SABD)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53	*
5	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerry McWilliams - Strategic Account Manager 10789 South Ridgeview Road, Olathe, KS 66061 McWilliamsJerryD@JohnDeere.com 205-612-2556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet. Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today is has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf
11	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ag Tractors with Related Attachments.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2022 Annual Report that has been uploaded as part of our proposal.
13	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.
14	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer (b). John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP. Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarments.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2023 Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies - Fortune 2022 World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation 2021 World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company 2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor 2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100	*
20	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
21	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. Sales volumes are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds GSA, AFNAF and DLA contracts. Sales volumes are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Henrico Purchasing Division	Justin Herbaugh	804-501-5680	*
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcwell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcwell Participating Addendum	Davis Pankey	501-683-6636	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
PA-Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
MI-Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
Coop-Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
OK-Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	Sales volume not publicly shared.	*
OH-Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Our sales force would include both the John Deere Government Sales group and our independent dealer network. John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased. In relation to the new Sourcewell Ag Tractors contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.	*
27	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
28	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We will have two processes in which Sourcewell members can order products. 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Ag Tractors - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere's public website, www.deere.com, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing www.deere.com, Sourcewell members would be able to "build-their own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price. Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on; 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcewell's role will be to continue to promote the John Deere brand to Sourcewell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcewell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcewell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcewell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	From machine performance to field management to data analysis, John Deere is the industry leader in providing farmers the precision ag tools they need to monitor, manage, and maximize their farm operations. Precision Ag Technology will allow customers to: 1. Reduce input costs through better machine management and application accuracy. 2. Increase yields by improving every aspect of the product process. 3. Run smoother with less stress by automating repetitive tasks and enabling remote diagnostics. Recent technological advances that have been introduced include: 1. See & Spray Ultimate uses machine learning, robotics, cameras, and ultra-fast GPUs to target-spray weeds, reducing chemical use and improving crop health. 2. The Autonomous 8R tractor with tillage tool can see, think, and work on its own, freeing up time for farmers to complete other tasks simultaneously. 3. Equipment connected to the cloud, customers can manage complex operations and ensure the health of their equipment, all with real-time data.	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	John Deere is committed to maintaining compliance with ISO 9001. Our commitment to production systems enables us to drive solutions that create the most value for customers and increase sustainability.	*
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/ John Deere green initiatives include: By 2026 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. By 2030 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions. Third-party initiatives and recognition include: 1. John Deere acquires Smart Apply, Inc. Technology that virtually eliminates chemical crop overspray. 2. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 3. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology.	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	All Ag Tractors are warranted for 24 months or 2000 hours, whichever comes first. All Related Attachments are warranted for 12 months. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business. See attached Warranty Statement.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Equipment is warranted for the number of months or operating hours specified in the attached Warranty Statement.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, technicians' travel time and mileage are not covered. The purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for other manufacturers are handled by the original equipment manufacturers of that product.	*
52	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	John Deere is not including service contract options with our proposal. Service contracts and extended warranty options are available for entities from the local John Deere dealer and can be quoted to them at the time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	If the entities rules and guidelines allow, John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 14% to 24% off Current MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere will allow Sourced or Open Market items if requested by the Sourcwell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Pricing for these items will be negotiated between the customer and the dealer and will appear as a separate line item on the quote.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers. Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved. The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	John Deere will offer its complete product offering for ag tractors, implements and related equipment. The products include: 1. Small, Mid and Large frame agricultural tractors and attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 3. Rotary cutters 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self-propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments Our independent dealer network will provide aftermarket services upon request.	*
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	Used Equipment will not be included in this RFP.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	☒ Yes ☐ No	John Deere will offer new (unused) current products that meet and exceed RFP specs.	*
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	☒ Yes ☐ No	John Deere will offer new (unused) current products that meet and exceed RFP specs.	*
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	☒ Yes ☐ No	No used equipment will be offered in this RFP. John Deere will only offer new current models, attachments and accessories for this RFP.	*
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	☒ Yes ☐ No	Ag Mgmt. Systems are examples of this solution.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2023 RFP # 082923 Price Schedule & Price Pages.pdf - Friday August 25, 2023 16:12:10
 - [Financial Strength and Stability](#) - 2022-John-Deere-Annual-Report.pdf - Thursday August 10, 2023 09:08:48
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Wednesday August 16, 2023 11:03:54
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement - Ag & Turf.pdf - Wednesday August 16, 2023 11:03:41
 - [Standard Transaction Document Samples](#) - Sample Quote & Dealer Agreement.pdf - Wednesday August 23, 2023 18:54:15
 - [Requested Exceptions](#) - RFP_082923_Ag_Tractors_Contract_Template_Requested Exceptions.pdf - Wednesday August 23, 2023 18:54:34
 - [Upload Additional Document](#) - Supplement Info - Product Liability.pdf - Wednesday August 23, 2023 18:56:38

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		