



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

TUESDAY, JUNE 17, 2025
AT 5:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

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

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

NOTICES

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

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

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

SB 1439: Effective January 1, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$500 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

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

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

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

CALL TO ORDER**ROLL CALL****PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

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

1. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS: One Matter

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager

Employee organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Management and Confidential Employees' Association

CLOSED SESSION REPORT**REGULAR SESSION – BEGINNING AT 6:00 P.M.****INVOCATION****PLEDGE OF ALLEGIANCE****INTRODUCTIONS****PRESENTATIONS**

- 2. RECOGNITION OF YOUTH SOCCER TEAM FOR WINNING TOURNAMENT (PARKS & RECREATION)**
- 3. BEST OF SFS: INSPIRING SERVICES – “THE POWER OF GIVING BACK” (PARKS & RECREATION)**
- 4. PRESENTATION OF APPRECIATION TO ESPN LA AND THE ESPARZA FAMILY (PARKS & RECREATION)**
- 5. EVERY 15 MINUTES (PARKS & RECREATION)**
- 6. LOS ANGELES COUNTY VECTOR CONTROL – MOSQUITO SEASON PRESENTATION (CITY MANAGER)**
- 7. NORTH STAR ALLIANCES PRESENTATION (PARKS & RECREATION)**
- 8. RECOGNITION OF KATHIE FINK (CITY MANAGER)**

CHANGES TO AGENDA**PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS**

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**PUBLIC HEARING****9. PUBLIC HEARING AND STATUS UPDATE ON STAFF VACANCIES IN COMPLIANCE WITH ASSEMBLY BILL 2561 (2024) (HUMAN RESOURCES)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a public hearing and receive and file the report.

OLD BUSINESS**10. COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,494,165; and
- 2) Award a construction contract to the 2nd apparent low bidder Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,605,000 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street and authorize the City Manager to execute the agreement; and
- 3) Appropriate \$1,095,000 from the Measure SFS Fund for the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project distributed to Account No. PW220106 (Springdale Avenue) in the amount of \$365,000, Account No. PW220501 (Wakeman Street) in the amount of \$365,000 and to Account No. PW220105 (John Street) in the amount of \$365,000; and
- 4) Take such additional, related action that may be desirable.

11. STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS – AWARD OF CONTRACT (PUBLIC WORKS)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,136,100; and
- 2) Award a construction contract to the 2nd apparent low bidder Toro Enterprises, Inc. of Oxnard, California in the amount of \$1,219,264.50 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement; and
- 3) Deprogram \$1,737,800 of Capital Improvement Fund Reserves, previously appropriated in Account No. PW250102 for the Stage Road and Iseli Road Street Improvements Project; and
- 4) Appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account No. PW250102; and
- 5) Take such additional, related action that may be desirable.

REGULAR BUSINESS**12. RECOMMENDATION FOR NAMING OF THE AQUATIC CENTER TO PAUL T. NAKAMURA REGIONAL AQUATIC CENTER (PARKS & RECREATION)****RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve the naming of the City's Aquatic Center as the Paul T. Nakamura Regional Aquatic Center, in recognition of Mr. Nakamura's honorable service to the City and ultimate sacrifice while serving his country.
- 2) Take such additional, related action that may be desirable

13. ADOPT RESOLUTION NO. 9964 APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2025-26 OPERATING BUDGET (FINANCE)**RECOMMENDATION: It is recommended that the City Council:**

- 1) Adopt the FY 2025-26 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers).

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY**14. MINUTES OF THE MAY 20, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY**16. MINUTES OF THE MAY 20, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR**18. MINUTES OF THE MAY 20, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

**19. MINUTES OF THE MAY 20, 2025 SUCCESSOR AGENCY MEETINGS
(CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

**20. MINUTES OF THE MAY 20 AND 22, 2025 REGULAR AND SPECIAL CITY
COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

**21. MEASURE SFS COMMERCIAL STREETS IMPROVEMENT PROGRAM ON-CALL
PROFESSIONAL DESIGN SERVICES – AWARD OF CONTRACT
(PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a master Professional Services Agreement for on-call engineering design services with the following consultants: 1) Mark Thomas & Company, Inc.; 2) NV5; Inc. and 3) Dewberry Engineers, Inc., each for a maximum aggregate fee not to-exceed \$1.5 million; and
- 2) Take such additional, related, action that may be desirable.

**22. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET
AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9959 AND RESOLUTION
NO. 9960 (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9959 approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- 2) Adopt Resolution No. 9960 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive), and setting the public hearing for the Council meeting of July 1, 2025, at 6:00 p.m.; and

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

23. SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9961 AND RESOLUTION NO. 9962 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9961, approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and

2) Adopt Resolution No. 9962, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting on July 1, 2025, at 6:00 p.m.; and

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

24. APPROVAL OF TITLE VI PLAN INCLUDING PUBLIC PARTICIPATION PLAN (PPP), LIMITED ENGLISH PROFICIENCY (LEP) POLICY, AND COMPLAINT PROCEDURES (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Title VI Non-Discrimination Program, including the Public Participation Plan, Limited English Proficiency Policy, and Title VI Complaint Procedures; and

2) Authorize the City Manager or designated official to submit the program and sign the required Assurance of Compliance.

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

25. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HUGHES MARINO, INC. FOR REAL ESTATE CONSULTANT SERVICES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Professional Service Agreement (PSA) between the City of Santa Fe Springs and Hughes Marino, Inc.; and

2) Authorize the City Manager to execute the agreement and serve as the City's representative under the agreement; and

3) Determine that the action is categorically exempt under the California Environmental Quality Act (CEQA); and

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

26. INITIAL QUARTERLY UPDATE – COMPREHENSIVE ZONING CODE UPDATE PROJECT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this update on the Comprehensive Zoning Code Update project.

27. KOSMONT COMPANIES, INC & DEODATE CORPORATION – ADDITIONAL APPROPRIATION OF FUNDS (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order No. 1 to the contract with Kosmont Companies, Inc. to complete the Economic Development Opportunities Plan (EDOP) and conduct additional work related to the implementation of the EDOP in an aggregate amount of \$75,000; and
- 2) Authorize the City Manager to execute Change Order No. 1 to the contract with DEODATE Corporation to complete work related to ongoing real estate services in an aggregate amount of \$100,000; and
- 3) Take such additional, related action that may be desirable.

28. RESOLUTION OF INTENTION TO FORM AN ENHANCED INFRASTRUCTURE DISTRICT (EIFD); ESTABLISH THE SANTA FE SPRINGS EIFD PUBLIC FINANCE AUTHORITY; AND APPOINT THE MAYOR AND MAYOR PRO TEM TO THE EIFD PUBLIC FINANCE AUTHORITY (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9954, declaring its intention to establish the Santa Fe Springs Enhanced Infrastructure Financing District (EIFD) and establishing the Santa Fe Springs EIFD Public Financing Authority (PFA); and
- 2) Appoint the Mayor and Mayor Pro Tem to the Public Financing Authority Board, and appoint one member of the City Council as alternate Board member;
- 3) Take such additional, related action that may be desirable.

29. AUTHORIZATION TO ISSUE BLANKET PURCHASE ORDERS/AUTHORIZATIONS FOR FISCAL YEAR 2025 - 26 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2025-26; and

- 2) Authorize the City Manager to approve up to an additional ten (10) percent for each purchase order, if necessary, during the same fiscal year; and
- 3) Take such additional, related action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

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



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Elizabeth Ortega, Human Resources Manager

SUBJECT: **PUBLIC HEARING AND STATUS UPDATE ON STAFF VACANCIES IN COMPLIANCE WITH ASSEMBLY BILL 2561 (2024)**

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Conduct a public hearing and receive and file the report.

FISCAL IMPACT

There is no fiscal impact associated with this status update.

BACKGROUND

On September 22, 2024, Governor Gavin Newsom signed Assembly Bill 2561 ("AB 2561") into law, adding a section to the Meyers-Milias-Brown Act ("Meyers-Milias Act") that creates a new obligation for public agencies to publicly address the status of their vacant job positions and their recruitment and retention efforts during a public hearing at least once per fiscal year, and before adopting the final budget. The California Legislature enacted AB 2561 to address widespread vacancies, which, according to the Legislature, can negatively impact the delivery of public service by requiring employees to take on heavier workloads, resulting in burnout and increased turnover.

AB 2561 imposes three (3) requirements on local agencies: 1) at least once per fiscal year and before the final budget is adopted, the agency's governing board must hold a public hearing and receive the agency's report on the status of vacancies and recruitment and retention efforts; 2) during the hearing, the agency must identify any necessary changes to policies, procedures, and recruitment activities that may lead to hiring obstacles; and, 3) the agency must allow a bargaining unit representative of a recognized employee organization to make a presentation at the hearing at which the public agency

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Public Hearing and Update on Staff Vacancies in Compliance with AB 2561 (2024)

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presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

If the number of job vacancies within a single bargaining unit meets or exceeds twenty percent (20%) of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

- 1) The total number of job vacancies within the bargaining unit;
- 2) The total number of applicants for vacant positions within the bargaining unit;
- 3) The average number of days to complete the hiring process from when a position is posted, and
- 4) Opportunities to improve compensation and other working conditions.

The current staff vacancy rate in the City does not exceed the twenty percent (20%) threshold for its bargaining units. The Santa Fe Springs Management and Confidential Employee Association (SFSMEC) representing Management and Confidential employees represent twenty-seven (27) employees, there is a current vacancy rate of 6.89%, the Santa Fe Springs City Employees Association (SFSCEA) represent one hundred twenty-one (121) employees and currently has a vacancy rate of 3.96%. Currently there are no vacancies in the Santa Fe Springs Firefighters Association (SFSFA) and the Santa Fe Springs Executive Management Association (SFSEMA). Due to department reorganization, some positions were funded but not filled.

While AB 2561 does not specifically mandate a notice of public hearing, the City's recognized employee associations were provided timely advance notice of the public hearing.

SUMMARY/NEXT STEPS

Based on the foregoing, there are no necessary changes to policies, procedures, and recruitment activities that may avoid hiring obstacles.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Public Hearing and Update on Staff Vacancies in Compliance with AB 2561 (2024)

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ATTACHMENT(S):

N/A

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: COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET – AWARD OF CONTRACT

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,494,165; and
- 2) Award a construction contract to the 2nd apparent low bidder Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,605,000 for the construction of the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street and authorize the City Manager to execute the agreement; and
- 3) Appropriate \$1,095,000 from the Measure SFS Fund for the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project distributed to Account No. PW220106 (Springdale Avenue) in the amount of \$365,000, Account No. PW220501 (Wakeman Street) in the amount of \$365,000 and to Account No. PW220105 (John Street) in the amount of \$365,000; and
- 4) Take such additional, related action that may be desirable.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street – Award of Contract

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FISCAL IMPACT

The Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project is an approved Capital Improvement Program (CIP) project. The initial project cost was estimated at \$1,470,000 as follows:

- \$540,000 for Springdale Avenue (PW220106) - Street Impact Development Fees
- \$300,000 for Wakeman Street (PW220501) – Redevelopment Bond Fund
- \$630,000 for John Street (PW220105) - Street Impact Development Fees

The total revised project cost has increased due to inflation, escalation, and the cost difference between the originally estimated grind-and-overlay roadway treatment and the full-depth restoration treatment selected by the design consultant to provide a significantly longer design lifespan. The revised total project budget will be \$2,265,000 (as summarized below).

An additional appropriation of funds is necessary to complete the project. Staff is now recommending an additional appropriation of \$1,095,000 from the Measure SFS fund to fill this shortfall and construct the project. The remaining balance of the project will be funded from available development impact fees, funded through a combination of private development fees and accumulated in the General Fund.

Below is the total project cost breakdown:

Street Improvements (Springdale Avenue, Wakeman Street, John Street)

Item:	Estimated Project Costs	
Construction	\$	1,605,000
Design	\$	132,000
Engineering	\$	145,000
Inspection	\$	130,000
Contingency	\$	253,000
Total Estimated Project Cost:	\$	2,265,000

BACKGROUND

The proposed street improvement project segments are located on Springdale Avenue (from Florence Avenue to Clark Street), Wakeman Street (from Sorensen Avenue to the end of the cul-de-sac), and John Street (from Los Nietos Road to Sorensen Avenue). Attachment B denotes the three street improvement project segments. All three project segments consist of the pulverization and removal of eleven inches of existing asphalt and base and the placement of fiber-reinforced asphalt concrete pavement over a cement-treated base, as well as the removal and replacement of curb & gutter, sidewalks, curb ramps, parkway drains, and driveways, as needed.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street – Award of Contract

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

ANALYSIS

On March 4, 2025, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on March 26, 2025, in accordance with the California Public Uniform Construction Cost Accounting Commission guidelines for formal bidding.

A total of ten bids were received on April 24, 2025. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was Sequel Contractors, Inc. of Santa Fe Springs, CA with a bid totaling \$1,494,165. The tabulated bid results are as follows:

Company Name	Audited Bid	Formal Bid Submitted
1. Sequel Contractors, Inc.	\$1,494,165.00	\$1,494,165.00 ^
2. Hardy & Harper, Inc.	\$1,605,000.00	\$1,605,000.00
3. All American Asphalt	\$1,619,165.00	\$1,619,165.00
4. R.J. Noble Company	\$1,638,305.00	\$1,650,295.00
5. Onyx Paving Company, Inc.	\$1,661,000.00	\$1,661,000.00
6. Calmex Engineering, Inc.	\$1,664,492.00	\$1,664,492.00
7. Terra Pave, Inc	\$1,714,325.00	\$1,714,325.00
8. Sully-Miller Contracting Co.	\$1,822,260.00	\$1,822,260.00
9. Toro Enterprises, Inc.	\$1,916,113.75	\$1,916,153.75
10. Aneen Construction	\$2,043,500.00	\$2,015,330.00

* R.J. Noble Company, Toro Enterprises, Inc., and Aneen Construction entered incorrect unit costs into Planet Bids resulting in a mathematical error.

^ After reviewing the bids received, staff recommends that the City Council find and declare that Sequel Contractors, Inc. (Sequel), the apparent low bidder, is a non-responsible bidder. It is further recommended that the City Council reject the bid from Sequel as a non-responsible bidder and award the contract to the 2nd apparent low bidder, Hardy & Harper, Inc. This recommendation is based on Sequel's poor performance on a current city contract, the Shoemaker Avenue and Broadway Avenue Street Improvement project. Details are provided in the Notice of Finding of Non-Responsibility of Bidder (Attachment C) issued to Sequel on June 10, 2025. It should also be noted that a similar notice was issued by the City to Sequel on April 30, 2019, regarding poor performance on three city projects in 2014 and 2017. The Shoemaker/Broadway Project was the first contract awarded to Sequel by the City since the 2019 notice was issued.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street – Award of Contract

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Before taking action to find Sequel non-responsible and before awarding any contract to another bidder, due process requires that the City give Sequel one last opportunity to address the City Council so that it may attempt to rebut the finding of non-responsibility and show that it is qualified to perform the contract.

The bid proposal submitted by Hardy & Harper, Inc. in the amount of \$1,605,000, is approximately 12% below the Engineer's Estimate of \$1,831,000 and is acceptable.

The Department of Public Works has reviewed the bids and determined the bid submitted by Hardy & Harper, Inc. to be responsive and responsible.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility (existing highways and streets are included examples).

DISCUSSION

These street improvements will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will coordinate with the Contractor on the delivery of the project.

ATTACHMENTS:

- A. Contract Agreement
- B. Springdale Avenue, Wakeman Street, and John Street Location Maps
- C. Notice of Finding of Non-Responsibility of Bidder

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

AGREEMENT FOR CONSTRUCTION
COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE,
WAKEMAN STREET AND JOHN STREET
HARDY & HARPER, INC.

This Agreement for Construction (“Agreement”) is entered into on this 17th day of June, 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and HARDY & HARPER, INC., a California Corporation, 32 Rancho Circle, Lake Forest, California, 92630, State Contractor’s License No. 215952, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the General and Standard Specifications and Special Provisions.

1.2 **Contract Documents.** The “Contract Documents,” except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor’s performance obligations:

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit “A”** – Workers Compensation Certification
 - Exhibit “B”** – Performance and Payment Bonds
 - Exhibit “C”** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
 - Addendum No. 1, issued April 21, 2025, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2025-02 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid

Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

- f. Special Provisions, General Specifications and Standard Specifications.
- g. City and other agency's Standard Drawings.
- h. All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2018 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contract Documents, which services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements.

2.3 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees,

assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

2.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

2.5 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

2.5.1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2.5.2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

2.5.3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Manager pursuant to application of subsections 1 and 2 above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.6 **Care of Work.** Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.8 **Trenches or Excavations.** Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

- a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3.4 of this Agreement.
- c. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.9 **Utility Relocation.** City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of One Million Six Hundred Five Thousand Dollars (\$1,605,000.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on the appropriate schedule of the applicable sales tax returns. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

3.2 **Substitution of Securities.** In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by the City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

3.3 **Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

3.4 **Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$50,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.5 Payment Procedures.

3.5.1 Progress Payments. All progress payments shall be made in accordance with Public Contract Code § 20104.50, as follows:

a. The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. If the City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

b. Upon receipt of a payment request, the City shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to §20104.50 of the Public Contract Code shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b) above.

d. A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

e. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

3.5.2 Retention. Within sixty (60) calendar days after City accepts final completion of the Work, City shall pay Contractor the amounts City deducted and retained from Contractor’s progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the disputed amounts.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed by all parties and approved by the City.

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Fifty (50) working days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 **Amounts of Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive working day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Two Thousand Dollars (\$2,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 **Claims Procedures.** Contractor shall comply with the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as **Exhibit “C.”**

6.2 **Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth herein, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained herein shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

6.3 **Cooperation and Notification.** In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

7.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 35.070, et seq. of the Santa Fe Springs Municipal Code to operate in the City, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

7.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 8 – BONDS

8.1 Performance and Payment Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

9.1 Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

9.2 Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person,

the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

9.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

9.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

10.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of and acceptance by the City of the Work, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

10.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

10.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

10.3.1 **Commercial General Liability:** Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

10.3.2 **Automobile Liability Insurance:** Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

10.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Santa Fe Springs, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

10.3.4 Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall provide that the policy will respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; have the same effective dates as the primary policies; pay on behalf of the insureds and not reimbursement; the policies shall "follow form" to the underlying primary policies; and the insureds, including the additional insureds shall be the same as the primary policies.

10.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

10.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **ten (10) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Santa Fe Springs. Contractor shall provide Form No. CG 20010413 to City.

- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: “Solely with respect to work done by and on behalf of the name insured for the City of Santa Fe Springs, it is agreed that the City of Santa Fe Springs, and its officers, officials, employees and agents are added as additional insureds under this policy.”
- f. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

10.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.7 Contractor’s Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

10.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

10.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

10.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

10.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 19 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

11.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful

misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnatee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

11.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance

with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

11.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

11.7 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

ARTICLE 12 – PREVAILING WAGES

12.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. By executing this Agreement, Contractor certifies that neither it, nor any of its subcontractors are ineligible under Labor Code Section 1777.1 or Section 1777.7 from bidding on, entering into a contract for, or performing the Work. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code. The Director's determination of prevailing rates are on file with the City and are available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

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

- a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.
- b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the

record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

- d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- e. Section 1810, eight hours of labor constitutes a legal day's work.
- f. Section 1813, Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.
- h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

13.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

13.2 Notice. Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Santa Fe Springs
Attn: James Enriquez, PE
11710 Telegraph Road
Santa Fe Springs, CA 90670

Contractor

Hardy & Harper, Inc.
Michael Amundson, Vice President
32 Rancho Circle
Lake Forest, CA 92630

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement,

including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

13.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.5 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

13.7 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 13.7 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract

or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

13.9 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes for the delay. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement.

13.10 City's Right to Access and Audit Contractor's Project Documents.

a. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

b. The City and/or its authorized auditors or representatives, (including the California State Auditor if so requested by the City pursuant to Government Code § 8546.7) shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Agreement and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

13.11 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

13.12 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Los Angeles County, State of California.

13.13 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.14 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by

the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

13.16 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

13.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

HARDY & HARPER, INC.

By: _____
René Bobadilla, City Manager

By: _____
Michael Amundson

Vice President

Attest: _____
Fernando Muñoz, Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

Exhibit “A”

WORKERS’ COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED

HARDY & HARPER, INC.

By: _____

Printed Name and Title

EXHIBIT “B”

PERFORMANCE AND PAYMENT BONDS

EXHIBIT “C”

CLAIMS PROCEDURE Public Contract Code § 9204(d)

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is

unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

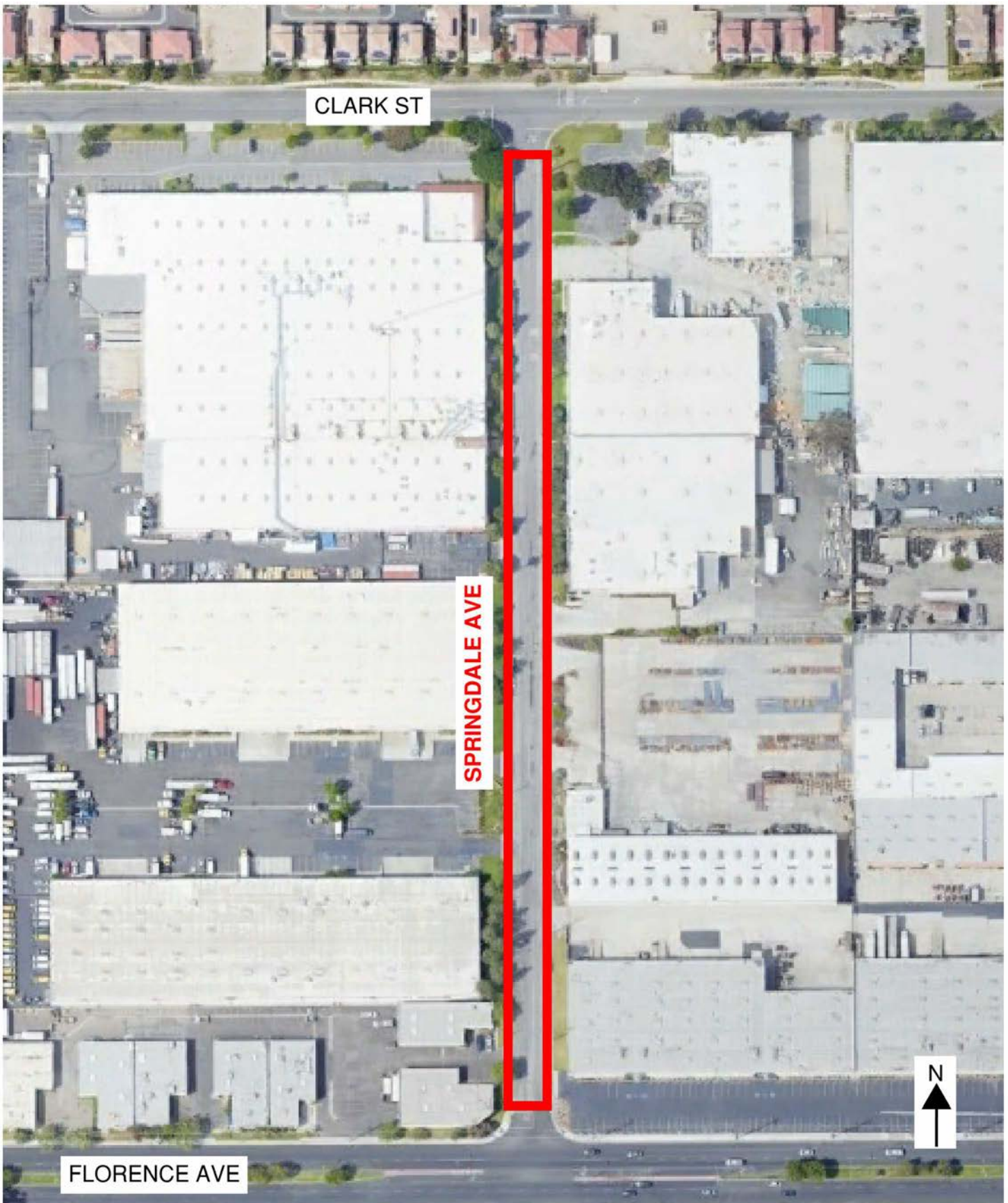
(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

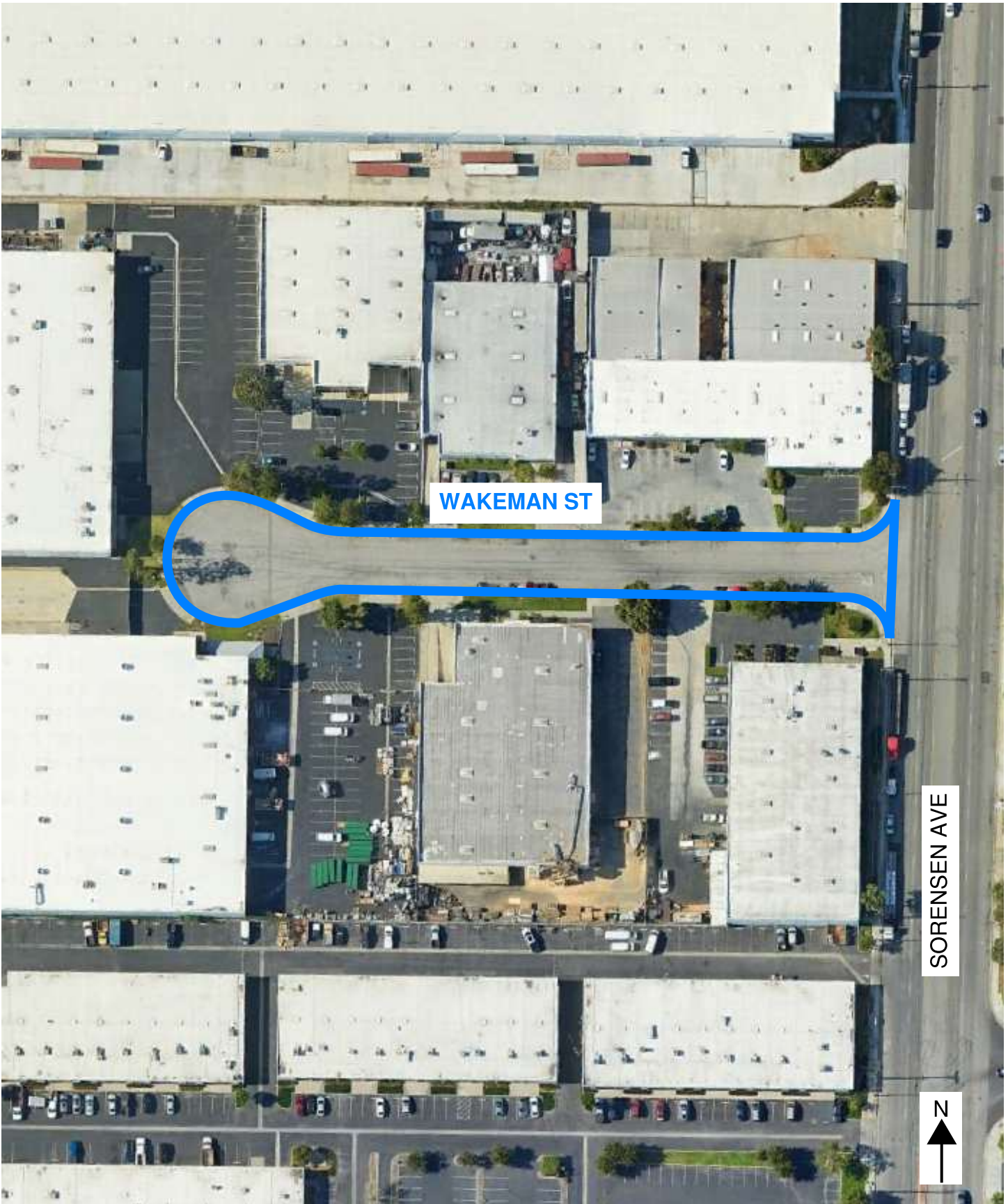
ATTACHMENT B

SPRINGDALE AVE (FLORENCE AVE TO CLARK ST)



ATTACHMENT A

WAKEMAN ST (SORENSEN AVE TO CUL-DE-SAC)



ATTACHMENT A

JOHN ST (LOS NIETOS RD TO SORENSEN AVE)





11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

VIA U.S. CERTIFIED MAIL: 9589 0710 5270 0314 5474 03

Via U.S. Certified Mail & Email
mike@sequelcontractors.com

June 10, 2025

Sequel Contractors, Inc.
13546 Imperial Highway
Santa Fe Springs, CA 90670

Attention: Mr. Thomas S. Pack, President

Subject: **NOTICE OF FINDING OF NON-RESPONSIBILITY OF BIDDER
COMMERCIAL STREET IMPROVEMENT FOR SPRINGDALE AVENUE,
WAKEMAN STREET, AND JOHN STREET AND STAGE ROAD AND
ISELI ROAD STREET IMPROVEMENT PROJECTS**

Dear Mr. Pack:

We are writing to notify Sequel Contractors, Inc. ("Sequel"), that the City of Santa Fe Springs ("City") is in receipt of its bids for the Commercial Street Improvement for Springdale, Wakeman & John Streets project and for the Commercial Street Improvement for Stage & Iseli Roads project ("Projects") on April 24, 2025, and May 1, 2025, respectively. After reviewing Sequel's bids for the Projects, City staff intends to recommend that the City Council find Sequel's bids to be non-responsible and reject Sequel's bids on that basis.

In evaluating the responsibility of a bidder, the City may consider numerous factors, including, for example, the financial capabilities of the bidder, the bidder's experience and familiarity with the type of work of the project, the bidder's work on previous projects, and the bidder's resources and facilities. (See *City of Inglewood v. The Superior Court of Los Angeles County* (1972) 7 Cal.3d 861.) Based on a review of Sequel's current and prior projects with the City, the City staff determines Sequel is non-responsible for the following reasons:

(1) Sequel's performance on the currently in-progress Shoemaker Avenue and Broadway Avenue Street Improvement project has been unsatisfactory.

First, Sequel installed deficient fiber-reinforced asphalt concrete material at Shoemaker Avenue on or about October 26, 2024, causing several zones of severe raveling and cracking of the newly

WILLIAM K. ROUNDS, MAYOR ♦ JOE ANGEL ZAMORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOHN M. MORA
CITY MANAGER
RENÉ BOBADILLA, P.E.

placed pavement. Although an agreement was subsequently reached between Sequel and the City for the replacement of this material, Sequel was unable to perform the work as scheduled on two separate weekends, due to a bachelor party on one weekend and a broken paving machine with no spare machine on the other weekend. Prior to each weekend closure, the City contacted all businesses to ensure that they would make arrangements to limit their vehicular access on a Friday and avoid travel on the street altogether on a Saturday. The business community on this street has become extremely frustrated with the ongoing delays. Approximately seven months passed from when this condition was first discussed until satisfactory pavement material was installed on May 31, 2025.

Sequel created unsafe conditions by installing unapproved traffic control and demonstrated poor workmanship that posed safety risks. Additionally, they were involved in an altercation with a member of the business community. During the most recent work to mill and repave Shoemaker Avenue, Sequel implemented traffic control measures that did not adhere to the approved plan. They effectively closed the street without prior request or approval for that day. Given that the street is a cul-de-sac with several businesses that receive private vehicles and large delivery trucks throughout the day, this unplanned closure would cause significant disruptions.

In addition, Sequel created an unsafe situation by simultaneously unloading equipment in the center median of Los Nietos Road. This action resulted in a bottleneck right next to the unapproved closure of Shoemaker Avenue. When a business owner stopped his vehicle to inquire about the closure of Shoemaker Avenue, which had been done without prior notice, a representative from Sequel engaged in a verbal altercation with him. City staff and Police Services intervened to deescalate the situation and subsequently instructed Sequel to revise the traffic control measures to reopen the street and ensure safe vehicle movement.

(2) Sequel's removal of bollards at the intersection of Broadway Avenue and Washington Boulevard was unsafe workmanship.

At the intersection of Broadway Avenue and Washington Boulevard, "Dig Alert" markings indicated the locations of bollards that needed to be removed, which were located near an underground traffic signal conduit. During the demolition process, instead of carefully removing the bollards by hand to avoid damaging the conduit, Sequel forcefully pulled them out. This action damaged a section of the conduit and tore the cables inside. As a result, the traffic signals at this busy intersection were disabled, necessitating an emergency repair by L.A. County Public Works personnel to restore the signals and ensure proper signal timing.

(3) Sequel's lack of communication with the City has proven difficult in the City's ability to coordinate scheduled performances and work dates.

Throughout its contractual relationship with Sequel, the City has made several attempts to confirm scheduled work dates. However, these attempts often went unanswered for extended periods.

Sequel Contractors, Inc.
Commercial Street Improvements for
Springdale Avenue, Wakeman Street, and John Street, and Stage Road and Iseli Road Street
Improvement Projects
June 10, 2025
Page 3 of 3

Additionally, Sequel has canceled scheduled work dates due to conflicts that should have been anticipated. Some of these confirmations were specifically related to the previously noted repair work on Shoemaker Avenue.

(4) Sequel's equipment is unreliable and tends to malfunction often.

Over the course of its performance of work for the City, Sequel's equipment has malfunctioned at critical times while twice attempting to pave Shoemaker Avenue.

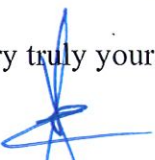
Given the issues described above, City staff will recommend that the City Council find Sequel to be a non-responsible bidder.

Although an awarding authority is afforded considerable discretion in making determinations regarding a bidder's responsibility, any bidder that is deemed to be non-responsible by a public agency may contest that finding in a due process hearing. In that regard, City will afford Sequel an opportunity to rebut the evidence offered herein and present evidence to show that it is qualified to perform the contract at the next regularly scheduled City Council meeting on June 17, 2025.

Enclosed for your reference is the agenda staff report that staff will present to the City Council.

If you would like to discuss these matters further, please feel free to contact me.

Very truly yours,



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

Enclosure (2)



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 – AWARD OF CONTRACT

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Find and declare that Sequel Contractors, Inc. of Santa Fe Springs, California does not meet the requirements of a Responsible Bidder as defined in California Public Contract Code Section 1103 and reject as non-responsible the apparent low bid received from Sequel in the amount of \$1,136,100; and
- 2) Award a construction contract to the 2nd apparent low bidder Toro Enterprises, Inc. of Oxnard, California in the amount of \$1,219,264.50 for the construction of the Stage Road and Iseli Road Street Improvements and authorize the City Manager to execute the agreement; and
- 3) Deprogram \$1,737,800 of Capital Improvement Fund Reserves, previously appropriated in Account No. PW250102 for the Stage Road and Iseli Road Street Improvements Project; and
- 4) Appropriate \$1,737,800 from the Measure SFS Fund for the Stage Road and Iseli Road Street Improvements Project to Account No. PW250102; and
- 5) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Stage Road and Iseli Road Street Improvements is a project included in the 2022-2025 Capital Improvement Program (CIP). On September 3, 2024, the City Council authorized an appropriation of \$1,737,800 in UUT Funds for the project with the understanding that the City would seek reimbursement from the Los Angeles County Metropolitan Transportation Authority (LACMTA) as defined in the Cooperative and

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Funding Agreement (Coop Agreement) for the Rosecrans/Marquardt Grade Separation Project. Under the terms of the Coop Agreement, LACMTA may reimburse the City up to \$2,000,000 for the cost of betterments related to the project once the final project accounting is completed and the amount of excess available project funds is determined. LACTMA is in the process of completing the final project accounting.

The final inspection of the Rosecrans/Marquardt Grade Separation Project revealed deficiencies in the landscaping and several other improvements and LACMTA has indicated that they have no plans to correct these deficiencies as part of the project. The City is currently coordinating with LACMTA on the availability of the \$2,000,000 in betterment funds and, if available, staff recommends utilizing these funds to correct the aforementioned deficiencies, in lieu of using them for pavement improvements.

Therefore, staff recommends that the initial appropriation of \$1,737,800 from CIP Reserves (e.g. UUT Funds) be deprogrammed and retained to the CIP Fund. An equal appropriation of \$1,737,800 is recommended from the Measure SFS Fund to fund the project. Below is the total project cost breakdown:

Street Improvements (Stage Road and Iseli Road)

Item:	Estimated Project Costs
Construction	\$ 1,219,264.50
Design	\$ 112,800.00
Engineering	\$ 118,000.00
Inspection	\$ 100,000.00
Contingency	\$ 187,735.50
Total Estimated Project Cost:	\$ 1,737,800.00

BACKGROUND

The proposed street improvement project focuses on two segments: Stage Road (from 760 feet northwest of Iseli Road to 250 feet northwest of Valley View Avenue) and Iseli Road (from Rosecrans Avenue to Stage Road) as shown in Attachment B. For Iseli Road, the plan involves grinding two inches of the existing asphalt pavement and overlaying it with two inches of fiber-reinforced asphalt. In contrast, Stage Road will undergo a more extensive total reconstruction, including the removal of fourteen inches of existing asphalt and base material, followed by the installation of fiber-reinforced asphalt on a crushed aggregate base. Additionally, the project will include the construction of an asphalt dike along Stage Road adjacent to the railroad to address drainage issues. It will also involve the removal and replacement of damaged curb and gutter, cross gutters, sidewalk, curb ramps, and driveways as necessary.

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

ANALYSIS

On September 3, 2024, the City Council authorized the advertisement for construction bids for the subject project. The solicitation for construction bids was advertised on April 9, 2025, in accordance with the California Public Uniform Construction Cost Accounting Commission guidelines for formal bidding.

A total of six bids were received on May 1, 2025. City staff reviewed the proposals and determined that all bid proposals complied with the project specifications. The apparent low bidder for the project was Sequel Contractors, Inc. of Santa Fe Springs, CA with a bid totaling \$1,136,100.00. The tabulated bid results are as follows:

Company Name	Audited Bid	Formal Bid Submitted	
1. Sequel Contractors, Inc.	\$1,136,100.00	\$1,136,100.00	^
2. Toro Enterprises, Inc.	\$1,219,264.50	\$1,219,264.50	
3. Terra Pave, Inc.	\$1,223,450.00	\$1,223,450.00	
4. Hardy & Harper, Inc.	\$1,245,000.00	\$1,245,000.00	
5. R.J. Noble Company	\$1,297,632.00	\$1,297,632.00	
6. Onyx Paving Company, Inc.	\$1,321,000.00	\$1,321,000.00	

^ After reviewing the bids received, staff recommends that the City Council find and declare that Sequel Contractors, Inc. (Sequel), the apparent low bidder, is a non-responsible bidder. It is further recommended that the City Council reject the bid from Sequel as a non-responsible bidder and award the contract to the 2nd apparent low bidder, Toro Enterprises, Inc. This recommendation is based on Sequel's poor performance on a current city contract, the Shoemaker Avenue and Broadway Avenue Street Improvement project. Details are provided in the Notice of Finding of Non-Responsibility of Bidder (Attachment C) issued to Sequel on June 10, 2025. It should also be noted that a similar notice was issued by the City to Sequel on April 30, 2019, regarding poor performance on three city projects in 2014 and 2017. The Shoemaker/Broadway Project was the first contract awarded to Sequel by the City since the 2019 notice was issued.

Before taking action to find Sequel non-responsible and before awarding any contract to another bidder, due process requires that the City give Sequel one last opportunity to address the City Council so that it may attempt to rebut the finding of non-responsibility and show that it is qualified to perform the contract.

The bid proposal submitted by Toro Enterprises, Inc. in the amount of \$1,219,264.50, is approximately 16% below the Engineer's Estimate of \$1,450,000 and is acceptable.

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The Department of Public Works has reviewed the bids and determined the bid submitted by Toro Enterprises, Inc. to be responsive and responsible.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Stage Road and Iseli Road Street Improvements Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility (existing highways and streets are included examples).

DISCUSSION

These street improvements will improve the structural condition of the existing street segments, enhance traffic operations, and reduce future maintenance costs.

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will coordinate with the Contractor on the delivery of the project.

ATTACHMENTS:

- A. Contract Agreement
- B. Stage Road and Iseli Road Location Map
- C. Notice of Finding of Non-Responsibility of Bidder

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**AGREEMENT FOR CONSTRUCTION
STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS
TORO ENTERPRISES, INC.**

This Agreement for Construction (“Agreement”) is entered into on this 17th day of June, 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and TORO ENTERPRISES, INC., a California Corporation, 2101 E. Ventura Blvd., Oxnard, CA, 93036, State Contractor’s License No. 710580, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of STAGE ROAD AND ISELI ROAD STREET IMPROVEMENTS which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the General and Standard Specifications and Special Provisions.

1.2 **Contract Documents.** The “Contract Documents,” except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor’s performance obligations:

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:
 - Exhibit “A”** – Workers Compensation Certification
 - Exhibit “B”** – Performance and Payment Bonds
 - Exhibit “C”** – Claims Procedure
- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
 - Addendum No. 1, issued April 19, 2025, 2 pages.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2025-01 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

- f. Special Provisions, General Specifications and Standard Specifications.
- g. City and other agency's Standard Drawings.
- h. All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2018 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contract Documents, which services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements.

2.3 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

2.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

2.5 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

2.5.1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2.5.2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

2.5.3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Manager pursuant to application of subsections 1 and 2 above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.6 Care of Work. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.8 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

- a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3.4 of this Agreement.
- c. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.9 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of One Million Two Hundred Nineteen Thousand Two Hundred Sixty-Four and Fifty Cents (\$1,219,264.50) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on the appropriate schedule of the applicable sales tax returns. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

3.2 **Substitution of Securities.** In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by the City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

3.3 **Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

3.4 **Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$50,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.5 **Payment Procedures.**

3.5.1 **Progress Payments.** All progress payments shall be made in accordance with Public Contract Code § 20104.50, as follows:

a. The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. If the City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

b. Upon receipt of a payment request, the City shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to §20104.50 of the Public Contract Code shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b) above.

d. A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

e. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

3.5.2 **Retention.** Within sixty (60) calendar days after City accepts final completion of the Work, City shall pay Contractor the amounts City deducted and retained from Contractor’s progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the disputed amounts.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed by all parties and approved by the City.

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Fifty (50) working days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 **Amounts of Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive working day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Two Thousand Dollars (\$2,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 **Claims Procedures.** Contractor shall comply with the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as **Exhibit “C.”**

6.2 **Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth herein, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained herein shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

6.3 **Cooperation and Notification.** In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

7.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 35.070, et seq. of the Santa Fe Springs Municipal Code to operate in the City, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

7.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 8 – BONDS

8.1 Performance and Payment Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

9.1 Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

9.2 Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person,

the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

9.3 Carrier Rating. Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

9.4 Subcontractor Worker's Compensation Insurance. Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

10.1 Minimum Scope. Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of and acceptance by the City of the Work, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

10.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

10.3 Minimum Limits. Contractor shall maintain minimum limits of insurance as follows:

10.3.1 Commercial General Liability: Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

10.3.2 Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

10.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Santa Fe Springs, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

10.3.4 Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall provide that the policy will respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; have the same effective dates as the primary policies; pay on behalf of the insureds and not reimbursement; the policies shall "follow form" to the underlying primary policies; and the insureds, including the additional insureds shall be the same as the primary policies.

10.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

10.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **ten (10) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Santa Fe Springs. Contractor shall provide Form No. CG 20010413 to City.

- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: “Solely with respect to work done by and on behalf of the name insured for the City of Santa Fe Springs, it is agreed that the City of Santa Fe Springs, and its officers, officials, employees and agents are added as additional insureds under this policy.”
- f. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

10.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City’s request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.7 Contractor’s Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys’ fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor’s performance of the Contract; (c) pay Contractor’s premiums for renewal of Contractor’s coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys’ fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

10.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor’s and Subcontractors’ insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

10.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors: (1) the City’s risk of liability or exposure arising out of, or in any way connected with, Contractor’s services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor’s services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

10.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

10.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 19 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

11.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful

misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnatee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

11.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance

with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

11.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

11.7 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

ARTICLE 12 – PREVAILING WAGES

12.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. By executing this Agreement, Contractor certifies that neither it, nor any of its subcontractors are ineligible under Labor Code Section 1777.1 or Section 1777.7 from bidding on, entering into a contract for, or performing the Work. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code. The Director's determination of prevailing rates are on file with the City and are available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

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

- a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.
- b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the

record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

- d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- e. Section 1810, eight hours of labor constitutes a legal day's work.
- f. Section 1813, Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.
- h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

13.1 **Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

13.2 **Notice.** Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Santa Fe Springs
Attn: James Enriquez, PE
11710 Telegraph Road
Santa Fe Springs, CA 90670

Contractor

Toro Enterprises, Inc.
Sean Castillo, President
2101 E. Ventura Blvd.
Oxnard, CA 93036

13.3 **Conflict of Interest.** The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement,

including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

13.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.5 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

13.7 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 13.7 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract

or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

13.9 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes for the delay. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement.

13.10 City's Right to Access and Audit Contractor's Project Documents.

a. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

b. The City and/or its authorized auditors or representatives, (including the California State Auditor if so requested by the City pursuant to Government Code § 8546.7) shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Agreement and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

13.11 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

13.12 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Los Angeles County, State of California.

13.13 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.14 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by

the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

13.16 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

13.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

TORO ENTERPRISES, INC.

By: _____
René Bobadilla, City Manager

By: _____
Name

Sean Castillo, President

Attest: _____
Fernando Muñoz, Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

Exhibit “A”

WORKERS’ COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED

TORO ENTERPRISES, INC.

By: _____

Sean Castillo, President

EXHIBIT “B”

PERFORMANCE AND PAYMENT BONDS

EXHIBIT “C”

CLAIMS PROCEDURE Public Contract Code § 9204(d)

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is

unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

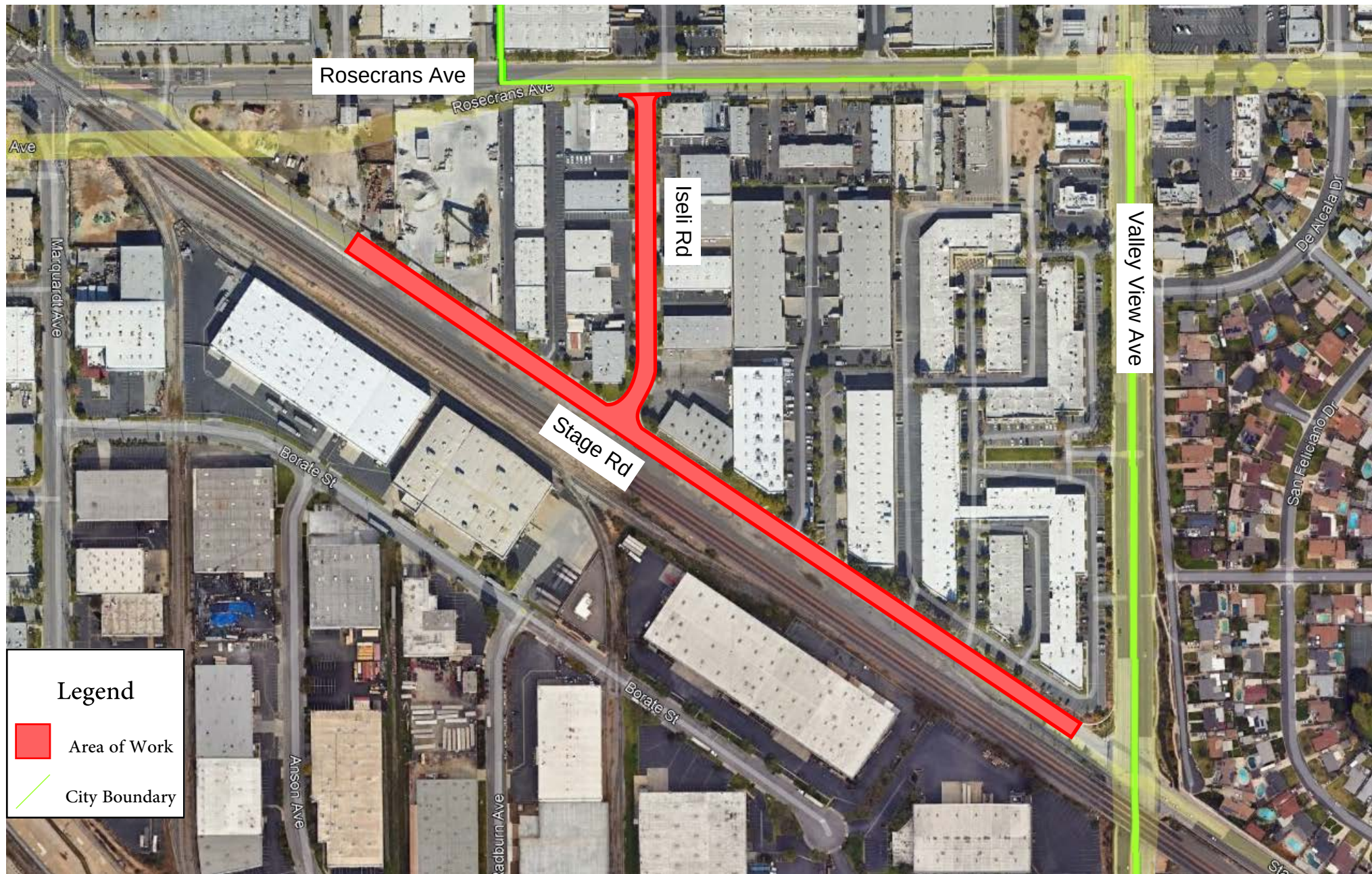
(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Attachment B - Project Location Map





11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

VIA U.S. CERTIFIED MAIL: 9589 0710 5270 0314 5474 03

Via U.S. Certified Mail & Email
mike@sequelcontractors.com

June 10, 2025

Sequel Contractors, Inc.
13546 Imperial Highway
Santa Fe Springs, CA 90670

Attention: Mr. Thomas S. Pack, President

Subject: **NOTICE OF FINDING OF NON-RESPONSIBILITY OF BIDDER
COMMERCIAL STREET IMPROVEMENT FOR SPRINGDALE AVENUE,
WAKEMAN STREET, AND JOHN STREET AND STAGE ROAD AND
ISELI ROAD STREET IMPROVEMENT PROJECTS**

Dear Mr. Pack:

We are writing to notify Sequel Contractors, Inc. ("Sequel"), that the City of Santa Fe Springs ("City") is in receipt of its bids for the Commercial Street Improvement for Springdale, Wakeman & John Streets project and for the Commercial Street Improvement for Stage & Iseli Roads project ("Projects") on April 24, 2025, and May 1, 2025, respectively. After reviewing Sequel's bids for the Projects, City staff intends to recommend that the City Council find Sequel's bids to be non-responsible and reject Sequel's bids on that basis.

In evaluating the responsibility of a bidder, the City may consider numerous factors, including, for example, the financial capabilities of the bidder, the bidder's experience and familiarity with the type of work of the project, the bidder's work on previous projects, and the bidder's resources and facilities. (See *City of Inglewood v. The Superior Court of Los Angeles County* (1972) 7 Cal.3d 861.) Based on a review of Sequel's current and prior projects with the City, the City staff determines Sequel is non-responsible for the following reasons:

(1) Sequel's performance on the currently in-progress Shoemaker Avenue and Broadway Avenue Street Improvement project has been unsatisfactory.

First, Sequel installed deficient fiber-reinforced asphalt concrete material at Shoemaker Avenue on or about October 26, 2024, causing several zones of severe raveling and cracking of the newly

WILLIAM K. ROUNDS, MAYOR ♦ JOE ANGEL ZAMORA, MAYOR PRO TEM
CITY COUNCIL
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOHN M. MORA
CITY MANAGER
RENÉ BOBADILLA, P.E.

placed pavement. Although an agreement was subsequently reached between Sequel and the City for the replacement of this material, Sequel was unable to perform the work as scheduled on two separate weekends, due to a bachelor party on one weekend and a broken paving machine with no spare machine on the other weekend. Prior to each weekend closure, the City contacted all businesses to ensure that they would make arrangements to limit their vehicular access on a Friday and avoid travel on the street altogether on a Saturday. The business community on this street has become extremely frustrated with the ongoing delays. Approximately seven months passed from when this condition was first discussed until satisfactory pavement material was installed on May 31, 2025.

Sequel created unsafe conditions by installing unapproved traffic control and demonstrated poor workmanship that posed safety risks. Additionally, they were involved in an altercation with a member of the business community. During the most recent work to mill and repave Shoemaker Avenue, Sequel implemented traffic control measures that did not adhere to the approved plan. They effectively closed the street without prior request or approval for that day. Given that the street is a cul-de-sac with several businesses that receive private vehicles and large delivery trucks throughout the day, this unplanned closure would cause significant disruptions.

In addition, Sequel created an unsafe situation by simultaneously unloading equipment in the center median of Los Nietos Road. This action resulted in a bottleneck right next to the unapproved closure of Shoemaker Avenue. When a business owner stopped his vehicle to inquire about the closure of Shoemaker Avenue, which had been done without prior notice, a representative from Sequel engaged in a verbal altercation with him. City staff and Police Services intervened to deescalate the situation and subsequently instructed Sequel to revise the traffic control measures to reopen the street and ensure safe vehicle movement.

(2) Sequel's removal of bollards at the intersection of Broadway Avenue and Washington Boulevard was unsafe workmanship.

At the intersection of Broadway Avenue and Washington Boulevard, "Dig Alert" markings indicated the locations of bollards that needed to be removed, which were located near an underground traffic signal conduit. During the demolition process, instead of carefully removing the bollards by hand to avoid damaging the conduit, Sequel forcefully pulled them out. This action damaged a section of the conduit and tore the cables inside. As a result, the traffic signals at this busy intersection were disabled, necessitating an emergency repair by L.A. County Public Works personnel to restore the signals and ensure proper signal timing.

(3) Sequel's lack of communication with the City has proven difficult in the City's ability to coordinate scheduled performances and work dates.

Throughout its contractual relationship with Sequel, the City has made several attempts to confirm scheduled work dates. However, these attempts often went unanswered for extended periods.

Sequel Contractors, Inc.
Commercial Street Improvements for
Springdale Avenue, Wakeman Street, and John Street, and Stage Road and Iseli Road Street
Improvement Projects
June 10, 2025
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Additionally, Sequel has canceled scheduled work dates due to conflicts that should have been anticipated. Some of these confirmations were specifically related to the previously noted repair work on Shoemaker Avenue.

(4) Sequel's equipment is unreliable and tends to malfunction often.

Over the course of its performance of work for the City, Sequel's equipment has malfunctioned at critical times while twice attempting to pave Shoemaker Avenue.

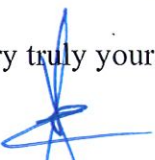
Given the issues described above, City staff will recommend that the City Council find Sequel to be a non-responsible bidder.

Although an awarding authority is afforded considerable discretion in making determinations regarding a bidder's responsibility, any bidder that is deemed to be non-responsible by a public agency may contest that finding in a due process hearing. In that regard, City will afford Sequel an opportunity to rebut the evidence offered herein and present evidence to show that it is qualified to perform the contract at the next regularly scheduled City Council meeting on June 17, 2025.

Enclosed for your reference is the agenda staff report that staff will present to the City Council.

If you would like to discuss these matters further, please feel free to contact me.

Very truly yours,



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

Enclosure (2)



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: **RECOMMENDATION FOR NAMING OF THE AQUATIC CENTER TO PAUL T. NAKAMURA REGIONAL AQUATIC CENTER**

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the naming of the City's Aquatic Center as the Paul T. Nakamura Regional Aquatic Center, in recognition of Mr. Nakamura's honorable service to the City and ultimate sacrifice while serving his country.
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no fiscal impact associated with this action.

BACKGROUND

At the February 4, 2025 City Council meeting, the City Council initiated the naming nomination for the Aquatic Center in honor of Paul T. Nakamura, a former Santa Fe Springs resident and City employee, who served as a lifeguard, and tragically was killed in action in Iraq in 2003 while serving his country.

On April 1, 2025, the City Council provided further direction to staff to return with a formal recommendation to name the facility in his honor.

Additionally, Ordinance No. 1154, adopted on February 4, 2025 and effective March 6, 2025, added Section 10.24 (Naming of Public Facilities and Streets) to the Santa Fe Springs Municipal Code. This section outlines the process and criteria for naming public facilities and streets. The nomination of Mr. Nakamura meets all requirements outlined

in Section 10.24(C) – Naming After Individuals, and no further action is required by any Advisory Committee or Commission.

ANALYSIS

Paul T. Nakamura was a respected member of the Santa Fe Springs community. He served as Lifeguard for the City and later enlisted in the United States Army Reserve, where he served as a medic with the 437th Medical Company. On June 19, 2003, at the age of 21, Mr. Nakamura was killed in action near Balad, Iraq while providing aid during a military operation.

Naming the Aquatic Center after Mr. Nakamura satisfies all criteria under Municipal Code Section 10.24(C), including:

- Extraordinary Contribution: Mr. Nakamura's service as a City employee and ultimate sacrifice in military service constitute a significant and lasting contribution to the community and the nation.
- Legacy and Values Alignment: His selflessness, public service, and courage align with the City's values and reflect the type of character the City wishes to honor.
- Council-Initiated Nomination: As provided in Section 10.24, Council-initiated nominations are exempt from the standard nomination filing process and do not require referral to the Planning Commission. A unanimous vote of the City Council is required for approval.
- Additionally, per Section 10.24, an individual may only have one facility or street named after them. There are currently no other public facilities or streets named in Mr. Nakamura's honor within the City.

Importantly, the inclusion of the word "Regional" in the name—Paul T. Nakamura Regional Aquatic Center—is a requirement of the California Department of Parks and Recreation, Office of Grants and Local Services (OGALS). The City received a \$6.4 million grant from OGALS to support the renovation of the Aquatic Center, and the use of "Regional" was required in the application process in the facility name, ensuring compliance with the grant agreement's naming and recognition criteria.

ENVIRONMENTAL

N/A

DISCUSSION

The proposed naming of the facility as the Paul T. Nakamura Regional Aquatic Center honors a former City employee and local resident who made the ultimate sacrifice while serving in the U.S. Army Reserve. Mr. Nakamura's legacy of service and dedication to others reflects the values of the Santa Fe Springs community. The naming meets all criteria outlined in the City's municipal code and follows a Council-initiated nomination process. Additionally, the inclusion of the word "Regional" ensures compliance with the

California Department of Parks and Recreation's \$6.4 million grant requirements for the facility renovation.

SUMMARY/NEXT STEPS

Upon City Council approval, staff will proceed with incorporating the new name—Paul T. Nakamura Regional Aquatic Center—into all future references, signage, promotional materials, and facility branding. The name will be unveiled as part of the facility's grand reopening, anticipated in 2026, following the completion of the renovation project funded in part by the \$6.4 million state grant. Staff will also coordinate with the community and relevant stakeholders to plan a dedication ceremony recognizing Mr. Nakamura's legacy and service.

ATTACHMENT(S):

- A. Conceptual Design of Entry Sign at Aquatic Center

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





CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Julio Morales, Director of Finance

SUBJECT: **ADOPT RESOLUTION NO. 9964 APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2025-26 OPERATING BUDGET**

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt the FY 2025-26 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report (this includes all the forecasted revenue estimates, expenditure allocations, and related transfers).

FISCAL IMPACT

City staff has proposed a General Fund Budget for FY 2025-26 totaling \$100.3 million. Detailed revenues and expenditures by department are provided in Attachment B.

BACKGROUND

We are pleased to present the proposed operating budget for the City of Santa Fe Springs for FY 2025-26. The operating budget provides the foundation for our work plan and, most important, our commitment to our residents and businesses of this community.

As a financial document, the budget presents our best assumptions for revenues and expenditures for the upcoming fiscal year. As a policy document, the budget represents a commitment to providing resources towards improving our level of services to maintain the quality of life for our community.

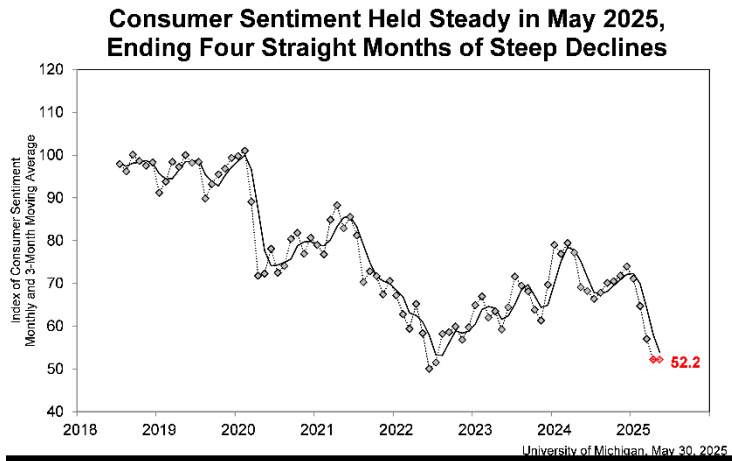
Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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Economic Outlook

The economic forecast for the upcoming fiscal year is uncertain. The World Bank is projecting the slowest global economic growth since 2008, primarily due to uncertainty caused by recent tariffs imposed by the United States.

Despite the slowdown in inflation, high consumer prices persist. According to the May 2025 Index of Consumer Sentiment (University of Michigan) consumer confidence has dropped for 4 consecutive months - the lowest level (52.2) since the pandemic.



Federal Reserve has held rates steady for the past three meeting (Federal Funds Rate = 4.25% - 4.50%). The Federal Reserve Chairman Powell and the Federal Open Markets Committee (FOMC) will continue to monitor inflation and indicators of recession, potential rate cuts, if any, will most likely come at year end. Given these factors, collectively, economic growth is anticipated to slow down in 2025.

The City is in a strong financial position due to continued prudent financial decisions made by the City Council, and will continue to advance despite these economic challenges.

Projected revenues for FY 2025-26 have been conservatively estimated, especially sales tax (our largest revenue source). Staff will continue to monitor revenues and the potential impact of any adverse external events. Similarly, we have proposed modest expenditure increases that reflect expected inflationary costs, actual cost of service, plus the addition or enhancement of a few select programs provided by Council direction.

The spending plan for FY 2025-26 focuses on achieving long-term goals: maintaining staffing levels to deliver effective services; proactive maintenance and repair and replacement of infrastructure, modernizing Information Technology (IT) infrastructure to improve our administrative efficiency.

City staff will continue addressing the challenges to the water utility; and continue to seek alternative revenue sources for our programs and capital improvement projects to leverage our General Fund resources.

ANALYSIS

Year-End and FY 2025-26 Revenue Projections

As the end of the fiscal year approaches, our projected-year-end revenues are expected to be slightly above the FY 2024-25 revenue estimates in aggregate – in large part due to interest earnings, which have far outpaced budgeted figures. The City is projected to achieve \$95.1 million in General Fund Revenues by year-end FY 2024-25. Aside from a few specific adjustments, revenues are projected to remain flat and/or experience modest growth, resulting in \$97.85 million in total FY 2025-26 General Fund Revenues.

Sales Tax - The Sales Tax revenue (including Measure Y Transaction & Use Tax) is a critical component of the City's revenue structure that represents approximately 60% of the City's General Fund revenues. The current sales tax rate is 10.75%. Sales tax revenues are projected to come in just under the projected \$57 million budget estimate. Although HdL projects that sales tax will grow modestly over the next fiscal year, we have utilized a flat number equal to last year's budget estimate of \$57 million.

UUT – Are the second largest revenue source that contributes more than \$12 million in revenues to the City's General Fund. Utility User Tax (UUT) is imposed on phone & internet, electricity and gas. The tax is 4%-9% of gross receipts. Electric companies comprised more than 75% of UUT Revenues. Telecommunication revenues are forecasted to continue to decrease due to competition among existing and new providers and the commoditization of products and services.

Franchise Fees - Franchise Fees are derived primarily from electricity providers (85%) . Given the high cost of electricity in California and the projected continued cost increases in the future, we project that franchise fees and UUT revenues will continue grow modestly (4.25%) in the future.

Property Taxes – The third largest major group of General Fund revenues are derived from property-based sources, which includes Property Tax, RPTTD (RDA pass-through), and Vehicle In-lieu Fees, which total \$8.1 million in budgeted revenues. Projected year-end revenues are \$8.5 million, which serves as the baseline for FY 2025-26.

Program Revenues – The City charges residents and businesses for a variety of different types of programmatic revenues, such as Facility User Fees, License & Permits, Charge for Services, Fines & Forfeitures and Contributions. These revenues, collectively, generate \$9 million per year. The difficulty with such revenues is they are often one-time charges, fees for special events, or permits for building construction. Therefore, these revenues can fluctuate each year and decrease in the event of an economic downturn.

Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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The City projected \$10.8 million in program revenues for FY 2024-25, but we are projecting a \$1.3 million shortfall for FY 2024-25 of \$9.5 million. We conservatively estimate the same amount of program revenues for FY 2025-26.

Other Income – The City receives revenues for a variety of other sources, such as rental income, green waste fee, investment income, and a water lease payment. These revenues totaled \$5.3 million in FY 2024-25. The FY 2025-26 budget dramatically increased the projected investment income from \$1.0 million to \$4.0 million. All other revenues were projected to remain stable, with the exception of the water utility lease payment, which has been deferred until the water utility is on more stable economic footing.

The City will continue to process revenues and expenses a couple of months after the end of the fiscal year (June 30, 2025). Staff is anticipating ending this current fiscal year with a small operating surplus. This amount will be better defined once we close out books near the end of the summer.

Several years ago, the City Council established and funded multiple reserve funds (i.e., Capital Improvement Projects, Unfunded Liability, Economic Contingency, Equipment Replacement, Employee Benefits, Risk Management Renovation & Replacement and Unassigned Reserves). For the past several fiscal years, the City has allocated operating surpluses to these funds to allow the City to address future challenges. Once this fiscal year's financials are completed, staff will provide a recommendation on how to allocate the anticipated surplus to the City Council.

FY 2025-26 Proposed Budget

General Fund Operating Revenues

We projected \$97.85 million in operating revenues for FY 2025-26, as summarized in Attachment B. Taking into account the transfer of \$2,303,970 in 1-time monies and special revenues funds into the General Fund, results in \$100.16 million in total General Fund Revenues for FY 2025-26.

General Fund Operating Budget

The City Council conducted two budget study sessions on April 22nd and May 22nd to obtain City Council direction and input on the FY 2025-26 Budget. On April 22nd the City staff introduced the proposed a baseline General Fund operating budget to the City Council and the public equal to \$95.5 million. The baseline budget started at \$90.8 million: then incorporated \$1.7 million for the Police Contract, \$1.7 million for salary (MOU) and step increases, \$1.75 million for increased medical premiums plus pension and OPEB costs, and \$235,000 in higher insurance premiums. These costs, collectively, represent

CITY COUNCIL AGENDA REPORT – MEETING OF June 17, 2025
Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget
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“natural cost increases” in the operating budget - \$95.5 million “baseline operating budget” for FY 2025-26, as summarized in the chart below:

Department	Adj. Operating Budget FY 24-25	Added Personnel FY 24-25	Adj. FY 24-25 Operating Budget	Step Increase	MOU Increase	UAL, OPEB, RETIREE MEDICAL,	Liability Insurance	Police Contract FY 25-26	Vacancy Factor	FY 25-26 (Natural Increase)
CMO	\$ 8,998,050	\$ -	\$ 8,998,050	\$ 359,045	58114	248,353	234,000	\$ -	(867,154)	\$ 9,030,408
Community Development	2,883,200	-	2,883,200	83,727	17,059	(155,687)	-	-	-	2,828,299
Community Services	8,239,800	163,695	8,403,495	312,485	57,922	137,761	-	-	-	8,911,663
Fire	26,465,700	-	26,465,700	657,979	228,988	861,482	-	-	(277,711)	27,936,438
PRS	6,464,880	64,900	6,529,780	343,182	31,156	180,620	-	-	(140,843)	6,943,895
Police Services	18,877,050	66,300	18,943,350	492,763	32,519	165,952	1,737,955	-	-	21,372,538
Public Works	11,480,650	18,200	11,498,850	621,554	130,740	299,514	-	-	(1,255,569)	11,295,089
Finance	6,994,440	100,800	7,095,240	319,364	45,635	18,211	-	-	(323,051)	7,155,399
Total	\$ 90,403,770	\$ 413,895	\$ 90,817,665	\$ 3,190,099	\$ 602,133	\$ 1,756,206	\$ 234,000	\$ 1,737,955	\$ (2,864,328)	\$ 95,473,730

Based on departmental request and City Council direction for new programs and service levels, we added a \$1.2 million increase in personnel costs and \$3.4 million increase in operating and maintenance costs to develop the General Fund Operating Budget equal to \$100,258,213.

Department	FY 25-26 (Natural Increase)	New Personnel	M&O Inflation	New Program	FY 25-26 Operating Budget
City Manager	\$ 9,030,408	\$ -	\$ 592,650		\$ 9,623,058
Community Development	2,828,299	66,200	77,600		2,972,099
Community Services	8,911,663	45,200	134,010		9,090,873
Fire	27,936,438	-	305,750	-	28,242,188
Parks & Rec	6,943,895	411,900	665,825		8,021,620
Police Services	21,372,538	522,100	41,900	166,900	22,103,438
Public Works	11,295,089	190,280	1,298,500		12,783,869
Finance	7,155,399	-			7,155,399
City-Wide Utilities			265,668		265,668
Total	\$ 95,473,730	\$ 1,235,680	\$ 3,381,903	\$ 166,900	\$ 100,258,213

Additional General Fund expenditures are detailed below:

Personnel Expenditures

The proposed personnel and adjustments include:

- Five (5) new full-time General Fund positions
 - o Public Works - Assistant Superintendent
 - o Parks & Recreation - Maintenance Specialist (Acquatics)
 - o Parks & Recreation - Maintenance Specialist (Ball Fields)
 - o Police Services - Public Safety Coordinator
 - o City Manager – Grant Coordinator*
- Three (3) new full-time positions funded by Measure A (\$274,900)
 - o Housing Navigator

Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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- o Social Service Case Manager
 - o Homeless Services Supervisor
- Part-Time Positions
 - o Program Leader 3 (1,000 hours)
 - o Program Leader 1 (120 hours)
 - o Instructor Lifeguard
 - o Public Works Aide
- Three (3) reclassifications
 - o Media & Communication Specialist from I to II
 - o Associate Planner to Economic Development Specialist
 - o Senior Planner to Assistant Director

The personnel job specifications for newly created positions will be presented to council in a separate report.

**The Grant Coordinator position was added without an expected additional impact to the General Fund. The fully burdened costs are \$185,000: 50% of the salary will be covered from part-time salary savings and the other 50% from expected grant revenues.*

M&O / Inflationary Costs

The FY 2025-26 spending plan includes \$3.6 million in additional program costs, continued contract services, and inflationary/operating costs increases.

- City Manager included \$300,000 in additional funding to cover increased insurance premiums, plus \$100,000 in funding for new Policy/Legislation initiative (i.e., “Big 5”).
- Police Services included from addition of two new major initiatives: Homelessness Program (a portion was offset by Measure A) and the Volunteer Program, which required \$242,000 in incremental funding.
- Fire required \$305,000 in additional operating costs, which included monies for the emergency preparedness, overtime, and additional repair and replacement costs.
- Public Works requested \$1.2 million in increased operating costs – based on the past years actual experience plus projected costs increases. A significant component of the increased budget were the increase and continuation of operating costs to cover standard repairs and maintenance items (both contractual services and materials and supplies).

Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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- Community Services added \$135,000 to the operating budget. These costs primarily reflect inflationary costs associated with its contractual services and supplies and materials.
- Finance Budget (non-departmental) covers \$265,000 in projected cost increases for utilities (water, gas and electrical).

Measure SFS

The City issued \$31.8 million in special parcel tax bonds in May of 2025. The first scheduled payment is due in December 2025. The City is expected to generate \$6.1 million in annual revenues from Measure SFS. Debt service payments will be made from the revenues collected from these monies.

Special Revenue Funds

The City operates and maintains 18 distinct funds for special revenue and grant programs. Many of these programs are legally required to maintain monies and track expenditures in separate funds, which are summarized in Attachment C.

Street & Road Maintenance - Gas Tax (Fund 2401) and State Road Maintenance (Fund 2402) can only be used to pay for road improvements and direct labor costs related to such improvements. A portion of annual gas tax monies (\$20,000) are transferred directly into the General Fund to pay for road maintenance costs.

Transit Capital Programs – The Los Angeles County Metropolitan Transportation Authority (LACMTA) administers a variety of transit-related revenue programs: Proposition A, Proposition C, Measure R and Measure M. The City will receive \$1.5 million in monies from these four programs in FY 2025-26. A significant portion of these monies (\$755,000) are utilized to fund the City's dial-a-ride (senior) and other transportation programs. The remainder of the monies are used to fund capital related projects in the City's Capital Improvement Program (CIP).

Self-Funded Programs – Due to legal/statutory requirements, the City runs four grant programs on a self-contained basis. In other words, all revenues and expenses are tracked within each respective fund – there are no inter-fund transfers. These funds can accumulate a fund balance but typically have expenditure requirements within a certain timeline.

- Measure W (Storm Drain) - \$5.9 Million
- CDBG (Housing & Community Development) - \$131,146
- AQMD (Air Quality / Emission Reduction) - \$22,000
- Heritage Spring Street (Street Repairs) - Can only use interest earnings from endowment of \$995,000

Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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Operate/ Transfer in General Fund – There are 8 other programs that maintain separate fund accounting, but their operations are integrated as part of the General Fund or help to fund specific capital projects.

Art in Public Places (Fund 2510) and the Heritage Foundation fund select CIP programs in the City.

Supplemental Law Enforcement (Fund 2303) and Public Safety Augmentation (Fund 2302) provide \$110,000 and \$220,000 in annual operating revenues to the City's Police Services budget.

Lighting and Landscape Maintenance District (Fund 2430) – collects a special tax that is used to offset a portion (\$195,000) of the City's streetlight and landscaping costs.

Waste Management (Fund 1040) – collects more than \$5.0 million from the City three main waste haulers. A portion of these fees are transferred into the General Fund to offset operating costs, while the remainder is used to pay for direct operating costs.

Measure A – Homelessness (Fund 2210) – this program represents the City's share of the Los Angeles County's Homelessness tax measure. Monies from this fund are used to pay for salaries directly and the balance will be used to pay for maintenance and operating costs associated with the homelessness program.

Water Utility Fund

The City's Water Utility fund is anticipated to have an operating deficit at year end, which is expected to continue in FY 2025-26. The budget deficit is driven by the growing cost of imported water from the Los Angeles Metropolitan Water District (MWD), which represents more than 50% of the Water Department's annual operating budget. The City has not increased water rates since 2023, however the cost of imported water continues to increase each year – 22.5% since 2023. The inability to recapture these rising costs has created a structural operating deficit.

These rising imported water costs are exacerbated by the City's inability to pump "local" water, which is nearly one half the costs of imported water from MWD. The City's well sites are contaminated and must be cleaned up in order to reduce our reliance on imported water. Moreover, there is a continuing need for Capital Improvement Projects to address the systems ageing infrastructure.

The proposed budget for FY 2025-26 is projected to have \$15.9 million in Operating Revenues, offset by \$19.5 million in projected operating costs, resulting in \$3.5 million

Adopt Resolution No. 9964 approving and adopting the FY 2025-26 Operating Budget

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budget deficit. The FY 2025-26 budget has suspended the annual lease payment \$1.3 million until the water department has stabilized operations.

The Water Department budget will be further impacted by the computer and billing and collection issues it has been experiencing over the past several months. These issues may result in further operating losses than currently budgeted.

ENVIRONMENTAL

NA

DISCUSSION

Future Outlook

Staff will continue to monitor ongoing economic and organizational issues as we develop the budget for the next fiscal year. As discussed above, the uncertain economic climate is driven primarily from the impact of recently imposed tariffs by the United States and offsetting actions taken by foreign nations. The final impact of these tariffs is not yet certain. Concerns over the impact of these tariffs have placed a pale over the economic outlook: some economist even fear recession. We will continue to monitor key economic indicators to determine the economic outlook as the year progresses.

SUMMARY/NEXT STEPS

Once adopted, the FY 2025-26 budget will be incorporated into the financial management system for the department to utilize by July 1, 2025. Staff will continue to remain diligent and monitor department usage throughout the year, and provide quarterly budget updates to the City Council.

ATTACHMENT(S):

- A. Resolution No. 9964
- B. FY 2025-26 Detailed Proposed Budget
- C. Special Revenue Fund Summary

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

RESOLUTION NO. 9964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING AND ADOPTING THE FISCAL YEAR 2025-26 CITY BUDGET AND AUTHORIZING THE CARRYOVER OF CERTAIN UNSPENT APPROPRIATIONS

WHEREAS, Section 31.13 (B)(2) of the Santa Fe Springs Municipal Code provides that the City Manager shall prepare and submit to the City Council an annual budget; and

WHEREAS, the proposed Fiscal Year 2025-26 City Budget was introduced to the City Council at its regular meeting on April 22, 2025, and the City Council provided direction regarding the finalization of the budget; and

WHEREAS, the City Council considered proposed position adjustments, requiring changes to the salary schedule; and

WHEREAS, on June 17, 2025, the City Council reviewed and considered the Fiscal Year 2025-26 City Budget.

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

1. The City Council approves and adopts the Fiscal Year 2025-26 City Budget attached hereto as Attachment "A" and incorporated herein by this reference.
2. The City Council approves and adopts the Fiscal Year 2025-26 Salary Schedule attached hereto as Attachment "B" and incorporated herein by this reference.
3. The City Council authorizes the carryover of unspent appropriations for vehicles/equipment, which were not received by June 30, 2025.

PASSED, APPROVED and ADOPTED this 17th day of June 2025 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

William Rounds, Mayor

ATTEST:

Fernando N. Muñoz, City Clerk

GENERAL FUND REVENUE PROJECTIONS FY 25-26

Taxes & Fees	FY 24-25 Budget	Actual FY 24- 25	Projected Year-End	FY 25-26 Budgeted
Sales & Transaction Use Tax	\$ 57,000,000	\$ 46,515,765	\$ 56,204,735	\$ 57,000,000
Franchise Fees	4,140,000	3,424,343	5,182,687	5,403,000
UUT	8,000,000	7,000,656	8,575,000	8,939,400
Property Tax	2,700,000	2,946,064	2,865,204	3,000,000
RDA - RPTTF	2,800,000	1,189,055	2,800,000	2,856,000
Vehicle in Lieu	2,600,000	1,442,989	2,885,977	2,943,696
Oil Well	140,000	145,970	145,970	148,889
Barrel	110,000	111,243	111,243	113,468
Business License	770,000	600,000	600,000	618,000
Transient Occupancy	150,000	141,638	141,638	145,887
Property Transfer	370,000	185,640	228,170	232,733
Taxes & Fees Total	\$ 78,780,000	\$ 63,703,361	\$ 79,740,623	\$ 81,401,073

Program Revenue	FY 24-25	Actual FY 24- 25	Projected Year End	FY 25-26
License & Permits	\$ 5,930,900	\$ 4,269,364	\$ 5,137,500	\$ 5,094,400
Charge For Services	1,906,600	2,152,207	2,152,207	2,200,000
Intergovernmental	1,000,200	332,736	720,000	720,000
Other	590,000	415,674	498,809	500,000
Facility Use Fee	650,000	396,238	475,486	480,000
Fines & Foreitures	450,000	259,804	311,765	315,000
Contributions	277,400	152,670	183,204	183,204
Program Revenue Total	\$ 10,805,100	\$ 7,978,693	\$ 9,478,971	\$ 9,492,604

Other Income	FY 24-25	Actual FY 24- 25	Projected Year-End	FY 25-26
Investment income	\$ 1,000,000	\$ 2,833,463	\$ 3,400,156	\$ 4,400,000
Rentals	330,000	392,422	392,422	400,000
Ground Lease	820,000	549,333	549,333	549,333
Development	400,000	265,549	265,549	265,549
Greenwaste Host Fee	960,000	937,350	1,000,000	1,050,000
Other	250,000	294,928	295,000	300,000
Water Utility Lease Payment	1,200,000			
Other Income Total	\$ 4,960,000	\$ 5,273,046	\$ 5,902,461	\$ 6,964,883
TOTAL	\$ 94,545,100	\$ 76,955,101	\$ 95,122,055	\$ 97,858,560

Department Budget Overview

CITY MANAGER'S OFFICE

City Manager's Office

FY 2025-26 Proposed Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10101110	City Council	\$ 547,763	\$ 517,961	\$ 576,300	\$ 576,300	\$ 650,200
10101115	City Clerk	362,687	384,925	754,500	954,500	887,300
10101120	City Attorney	235,012	291,405	345,000	345,000	345,000
10101125	City Manager's Office	784,733	972,721	1,266,500	1,266,500	1,733,200
10101130	Community Organization Support	179,067	165,628	236,300	236,300	247,300
10101225	Risk Management*	-	-	1,572,900	1,572,900	1,860,900
10101135	Human Resources*	-	-	2,135,400	2,135,400	2,565,700
10101215	Technology Services*	-	-	2,613,650	2,613,650	2,483,900
10101140	Community Promotions**	637,116	788,559	-	-	-
10101145	Waste Management^	1,500,393	1,582,006	-	-	-
Department Totals		<u>\$ 4,246,771</u>	<u>\$ 4,703,205</u>	<u>\$ 9,500,550</u>	<u>\$ 9,700,550</u>	<u>\$ 10,773,500</u>
FY 25-26 vs 24-25 Increase/(Decrease)						
Budget Categories		Actuals FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Proposed FY 2025-26	
Labor	\$	2,335,849	\$ 2,562,621	\$ 4,616,400	\$ 5,393,200	\$ 776,800 16.8%
O+M	\$	1,910,922	2,140,584	4,884,150	5,380,300	496,150 10.2%
TOTAL	\$	4,246,771	\$ 4,703,205	\$ 9,500,550	\$ 10,773,500	\$ 1,272,950 13%

City Council (10101110)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 123,452	\$ 115,104	\$ 108,400	\$ 108,400	\$ 123,400
510040	OT Pay		313	-	-	-
512011	Benefits - AUL	-	-	-	-	49,400
512012	Benefits -- Retiree Health Premium	-	-	-	-	43,400
512013	Benefits - OPEB Contribution	-	-	-	-	3,400
512014	Benefits - Replacement Benefits	-	-	-	-	700
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	3,600
512310	Applied Benefits	249,285	228,811	212,900	212,900	170,300
	Total Salaries and Benefits	372,737	344,228	321,300	321,300	394,200
521000	Supplies	8,446	9,499	5,000	5,000	5,000
540030	Travel and Meetings	57,397	51,133	55,000	55,000	55,000
540010	Memberships	1,000	-	1,000	1,000	2,000
542050	Contractual Services	99,183	104,101	194,000	194,000	194,000
592000	Equipment Usage	9,000	9,000	-	-	-
	Total Maintenance and Operations	175,026	173,733	255,000	255,000	256,000
	- Activity Total -	\$ 547,763	\$ 517,961	\$ 576,300	\$ 576,300	\$ 650,200

City Clerk (10101115)

Activity Detail

Object No.	Description	Actuals FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 104,821	\$ 156,874	\$ 176,200	\$ 176,200	\$ 116,300
510020	PT Salaries	7,564	-	-	-	42,300
510040	OT Pay	557	4,542	-	-	-
512310	Applied Benefits	125,425	115,318.42	234,800	234,800	55,600
512011	Benefits - AUL	-	-	-	-	74,500
512012	Benefits - Retiree Health Premium	-	-	-	-	16,000
512013	Benefits - OPEB Contribution	-	-	-	-	1,100
512014	Benefits - Replacement Benefits	-	-	-	-	2,100
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	5,200
512320	PT Applied Benefits	531	-	-	-	2,200
	Total Salaries and Benefits	238,898	276,734	411,000	411,000	315,300
521000	Supplies	7,112	4,035	4,500	4,500	4,500
534000	Telephone	845	749	1,200	1,200	1,200
542010	Advertising	1,274	598	2,000	2,000	6,500
540030	Travel and Meetings	3,461	624	3,000	3,000	3,000
540010	Memberships	1,435	310	1,800	1,800	1,800
540020	Training	5,759	60	5,000	5,000	5,000
542050	Contractual Services	48,709	92,880	266,000	466,000	490,000
544020	Intergovernmental Charges	55,194	8,935	60,000	60,000	60,000
	Total Maintenance and Operations	123,789	108,191	343,500	543,500	572,000
	- Activity Total -	\$ 362,687	\$ 384,925	\$ 754,500	\$ 954,500	\$ 887,300

City Attorney (10101120)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
542050	Contractual Services	\$ 235,012	\$ 291,405	\$ 345,000	\$ 345,000	\$ 345,000
	Total Maintenance and Operations	235,012	291,405	345,000	345,000	345,000
	- Activity Total -	\$ 235,012	\$ 291,405	\$ 345,000	\$ 345,000	\$ 345,000

Additional detail below

City Attorney - Account Number Detail

Acct #542050	FY 2023-24	FY 2024-25
City Attorney - Contract	\$ 290,100	\$ 305,000
Legal Services - Miscellaneous	30,000	40,000
	\$ 320,100	\$ 345,000

City Manager's Office (10101125)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 295,056	\$ 489,483	\$ 372,800	\$ 372,800	\$ 687,100
510040	OT Pay	810	4,598	-	-	5,000
510020	PT Salaries	7,393	35,429	38,100	38,100	52,300
510070	Acting Pay	-	5,077	-	-	-
512310	Applied Benefits	424,292	340,126	587,900	587,900	270,000
512011	Benefits - AUL	-	-	-	-	269,200
512012	Benefits - Retiree Health Premium	-	-	-	-	52,400
512013	Benefits - OPEB Contribution	-	-	-	-	3,700
512014	Benefits - Replacement Benefits	-	-	-	-	6,700
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	17,700
512320	PT Applied Benefits	519	2,729	3,300	3,300	4,600
	Total Salaries and Benefits	728,070	877,442	1,002,100	1,002,100	1,368,800
521000	Supplies	13,595	30,780	30,800	30,800	30,800
542010	Advertising	-	-	1,500	1,500	1,500
5XXXXX	Lobbying Advocate (Big 5)	-	-	-	-	100,000
534000	Telephone	2,718	2,162	3,000	3,000	3,000
540030	Travel and Meetings	13,071	14,537	20,000	20,000	20,000
540010	Memberships	2,609	3,677	43,600	43,600	43,600
540020	Training	-	889	4,000	4,000	4,000
542050	Contractual Services	7,605	19,369	71,000	71,000	71,000
544020	Intergovernmental Charges	-	-	75,000	75,000	75,000
581000	Principal	8,326	8,456	-	-	-
582000	Interest	539	409	-	-	-
592000	Equipment Usage	8,000	8,000	-	-	-
593000	Contributions	200	7,000	15,500	15,500	15,500
	Total Maintenance and Operations	56,663	95,279	264,400	264,400	364,400
	- Activity Total -	\$ 784,733	\$ 972,721	\$ 1,266,500	\$ 1,266,500	\$ 1,733,200

Additional details on following page(s)

Community Organization Support (10101130)

Activity Detail

Object No.	Description	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
521000	Supplies	\$ -	\$ 28	\$ -	\$ -	\$ -
593000	Contributions	177,500	165,100.00	231,300	231,300	242,300
593500	Contributions- Discretionary Funding	1,567	500.00	5,000	5,000	5,000
	Total Maintenance and Operations	179,067	165,628	236,300	236,300	247,300
	- Activity Total -	\$ 179,067	\$ 165,628	\$ 236,300	\$ 236,300	\$ 247,300

Community Org Support: Contributions	FY 2024-25	FY 2025-26	FY 2025-26 Approved Increase	FY 2025-26 Requested
Chamber Annual Funding	\$ 98,500	\$ 98,500	\$ 98,500	
SASSFA Local Funding	35,000	35,000	37,500	
Little Lake City School District - Crossing Guard	15,000	15,000	15,000	
Lake Center School Washington D.C. Trip	14,000	14,000	16,500	
Lakeside Middle School Washington D.C. Trip	2,500	2,500	2,500	
LACADA	12,500	12,500	12,500	5,000
Youth Enrichment Fund/Destiny Dinner	12,000	12,000	12,000	
Interfaith Food Bank	5,000	5,000	5,000	
Local High School Support	20,000	20,000	20,000	
Los Nietos Washington D.C. Trip	2,800	2,800	2,800	
Silver Shield Award	2,500	2,500	2,500	
Burn Quest	1,500	1,500	2,500	
Little Lake Educational Foundation	10,000	10,000	15,000	
Santa Fe Christian School				15,000
	\$231,300	\$231,300	\$ 242,300	\$ 20,000

Non-profit

SEACCA

\$ 10,000

Little Lake Educational Foundation

5,000

Total

\$ 15,000

Activity Detail

(Activity relocated from Finance Department in FY 2024-25)

Human Resources (10101135)

Activity Detail

[illegible]

Technology Services (10101215)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ -	\$ -	\$ 450,800	\$ 450,800	\$ 546,600
510040	OT Pay	-	-	5,000	5,000	-
510050	PT OT Pay	-	-	-	-	-
510020	PT Salaries	-	-	31,400	31,400	34,900
510060	Standby Pay	-	-	18,000	18,000	-
510070	Acting Pay	-	-	-	-	-
512310	Applied Benefits	-	-	603,300	603,300	248,200
512011	Benefits - AUL	-	-	-	-	195,900
512012	Benefits - Retiree Health Premium	-	-	-	-	48,600
512013	Benefits - OPEB Contribution	-	-	-	-	3,400
512014	Benefits - Replacement Benefits	-	-	-	-	6,200
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	15,900
512320	PT Applied Benefits	-	-	2,800	2,800	3,200
	Total Salaries and Benefits	-	-	1,111,300	1,111,300	1,102,900
521000	Supplies	-	-	16,000	16,000	18,000
534000	Telephone	-	-	312,900	312,900	350,000
540030	Travel and Meetings	-	-	2,000	2,000	2,000
540010	Memberships	-	-	1,000	1,000	1,000
540020	Training	-	-	10,000	10,000	10,000
542050	Contractual Services	-	-	1,160,450	1,160,450	1,000,000
592000	Equipment Usage	-	-	-	-	-
	Total Maintenance and Operations	-	-	1,502,350	1,502,350	1,381,000
	- Activity Total -	\$ -	\$ -	\$ 2,613,650	\$ 2,613,650	\$ 2,483,900
	(Activity relocated from Finance Department in FY 2024-25)					

Department Budget Overview

FINANCE & ADMINISTRATIVE SERVICES

Finance

FY 2025-26 Adopted Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10101210	Finance	\$ 2,858,305	\$ 2,561,802	\$ 4,356,160	\$ 4,421,660	\$ 4,596,600
10101299	Non-Departmental*	17,068	18,264	2,656,680	2,656,680	2,922,348
10101135	Human Resources**	1,405,821	1,621,151	-	-	-
10101215	Technology Services**	1,153,104	1,423,809	-	-	-
10101225	Risk Management**	1,225,993	1,434,163	-	-	-
10101230	Overhead Recovery^	(2,206,791)	(1,984,473)	-	-	-
Department Totals		\$ 4,453,500	\$ 5,074,716	\$ 7,012,840	\$ 7,078,340	\$ 7,518,948

Budget Categories		Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Baseline FY 2025-26	FY 25-26 vs 24-25	
						\$	%
Labor	\$	3,624,216	\$ 3,764,220	\$ 2,561,660	\$ 2,802,100	\$ 240,440	9.4%
O+M		829,284	1,310,496	4,451,180	4,716,848	265,668	6.0%
TOTAL	\$	4,453,500	\$ 5,074,716	\$ 7,012,840	\$ 7,518,948	\$ 506,108	7.2%

Finance (10101210)

Activity Detail

Object No.	Description	Actuals FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 653,428	534,690	\$ 987,300	\$ 1,026,600	\$ 1,311,500
510020	PT Salaries	71,553	37,901	91,400	91,400	89,400
510040	FT OT Pay	10,376	23,878	17,500	17,500	17,500
510050	PT OT Pay	501	136	-	-	-
510070	Acting Pay	931	8,303	-	-	-
512310	Applied Benefits	1,018,525	972,605	1,454,560	1,480,760	600,400
512011	Benefits - AUL	-	-	-	-	532,000
512012	Benefits - Retiree Health Premium	-	-	-	-	174,600
512013	Benefits - OPEB Contribution	-	-	-	-	15,700
512014	Benefits - Replacement Benefits	-	-	-	-	12,600
512015	Benefits - Pers 1959	-	-	-	-	400
512112	Benefits - Worker's Compensation	-	-	-	-	39,500
512320	PT- Applied Benefits	8,826	3,117	10,900	10,900	8,500
	Total Salaries and Benefits	1,764,140	1,580,631	2,561,660	2,627,160	2,802,100
521000	Supplies	45,785	28,660	39,500	39,500	39,500
534000	Telephone	36,848	2,454	38,300	38,300	38,300
540010	Memberships	2,764	1,585	5,100	5,100	5,100
540020	Training	5,759	4,421	13,100	13,100	13,100
540030	Travel and Meetings	3,087	7,488	6,000	6,000	6,000
542050	Contractual Services	592,991	616,883	798,500	798,500	798,500
544020	Intergovernmental Charges	400,431	305,889	490,000	490,000	490,000
523030	Miscellaneous Equipment	-	-	404,000	404,000	404,000
581000	Principal		13,154			
582000	Interest		636			
592000	Equipment Usage	6,500	-	-	-	-
	Total Maintenance and Operations	1,094,165	981,171	1,794,500	1,794,500	1,794,500
	- Activity Total -	\$ 2,858,305	\$ 2,561,802	\$ 4,356,160	\$ 4,421,660	\$ 4,596,600

Non-Departmental (10101299)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
	<u>City Wide Utility</u>					
531000	Electricity	\$ 14,582	\$ 16,389	\$ 1,926,000	\$ 1,926,000	\$ 2,118,600
532000	Natural Gas	863	414	44,000	44,000	48,400
533000	Water	1,623	1,462	686,680	686,680	755,348
	Total Maintenance and Operations	17,068	18,264	2,656,680	2,656,680	2,922,348
	- Activity Total -	\$ 17,068	\$ 18,264	\$ 2,656,680	\$ 2,656,680	\$ 2,922,348
	<i>*FY 2024-25 City wide Utilities moved to Finance*</i>					

Department Budget Overview

Community Development Department

Community Development

FY 2025-26 Proposed Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10103199	Administration & Current Planning	\$ 862,021	\$ 921,896	\$ 1,681,500	\$ 2,722,500	\$ 2,895,750
10103110	Planning Commission	445,876	447,889	552,300	552,300	541,200
10103115	Economic Development	195,706	280,617	680,400	707,925	839,100
10103120	Building Regulation*	1,642,924	1,891,576	-	-	-
Department Totals		<u>\$ 3,146,527</u>	<u>\$ 3,541,978</u>	<u>\$ 2,914,200</u>	<u>\$ 3,982,725</u>	<u>\$ 4,276,050</u>

		FY 25-26 vs 24-25 Increase/(Decrease)					
Budget Categories		FY 2022-23 Actuals	FY 2023-24 Actual	FY 2024-25 Adopted	FY 2025-26 Proposed	\$	%
Labor	\$	1,721,124	\$ 1,868,630	\$ 1,869,500	\$ 1,872,800	\$ 3,300	0.2%
O+M		1,425,403	1,673,348	1,044,700	2,403,250	1,358,550	130.0%
TOTAL	\$	3,146,527	\$ 3,541,978	\$ 2,914,200	\$ 4,276,050	\$ 1,361,850	130.2%

FY 24-25 Quarterly Review Grant	
Appropriation: In Revised Budget	
ECRG Grant:	673,000
TCTCP Grant:	350,000
Total	1,023,000

Administration & Current Planning (10103199)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 169,966	\$ 217,618	\$ 333,200	\$ 333,200	\$ 346,000
510040	OT Pay	57	592	2,000	2,000	1,500
510020	PT Salaries	10,070	12,062	26,700	26,700	29,300
512310	Applied Benefits	293,802	338,420	608,900	608,900	182,000
510070	Acting Pay	-	944	-	-	-
512011	Benefits - AUL	-	-	-	-	177,200
512012	Benefits -- Retiree Health Premium	-	-	-	-	104,100
512013	Benefits - OPEB Contribution	-	-	-	-	7,400
512014	Benefits - Replacement Benefits	-	-	-	-	18,700
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	12,200
512320	PT Applied Benefits	773	927	2,600	2,600	1,600
	Total Salaries and Benefits	474,668	570,563	973,400	973,400	880,100
521000	Supplies	5,301	3,620	9,500	9,500	11,000
522000	Subscriptions	337	83	4,400	4,400	15,400
523030	Misc Equipment Replac	-	-	1,000	1,000	1,000
534000	Telephone	919	941	1,200	1,200	1,800
540010	Memberships	1,086	1,927	1,000	1,000	950
540020	Training	625	675	4,000	4,000	4,000
540030	Travel and Meetings	9,699	5,377	15,000	15,000	10,500
542010	Advertising	17,202	14,984	15,000	15,000	25,000
542050	Contractual Services	347,684	309,231	654,500	1,695,500	1,944,000
544020	Intergovernmental Charges	-	3,100	2,500	2,500	2,000
581000	Principal	-	6,577	-	-	-
582000	Interest	-	318	-	-	-
592000	Equipment Usage	4,500	4,500	-	-	-
	Total Maintenance and Operations	387,353	351,333	708,100	1,749,100	2,015,650
	- Activity Total -	\$ 862,021	\$ 921,896	\$ 1,681,500	\$ 2,722,500	\$ 2,895,750

Planning Commission (10103110)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 160,067	\$ 144,339	\$ 188,000	\$ 188,000	\$ 213,700
510040	OT Pay	2,744	1,256	5,000	5,000	2,500
510020	PT Salaries	4,800	5,292	7,600	7,600	8,300
512310	Applied Benefits	273,005	290,122	329,500	329,500	118,800
512011	Benefits - AUL	-	-	-	-	93,900
512012	Benefits -- Retiree Health Premium	-	-	-	-	58,200
512013	Benefits - OPEB Contribution	-	-	-	-	4,100
512014	Benefits - Replacement Benefits	-	-	-	-	10,400
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	6,300
512320	PT Applied Benefits	369	407	700	700	400
	Total Salaries and Benefits	440,985	441,416	530,800	530,800	516,700
521000	Supplies	-	473	1,000	1,000	1,000
540010	Memberships	-	-	500	500	500
540020	Training	-	-	2,000	2,000	7,000
540030	Travel and Meetings	-	-	10,000	10,000	8,000
542050	Contractual Services/Slipends	4,891	6,000	8,000	8,000	8,000
	Total Maintenance and Operations	4,891	6,473	21,500	21,500	24,500
	- Activity Total -	\$ 445,876	\$ 447,889	\$ 552,300	\$ 552,300	\$ 541,200

Economic Development (10103115)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-26	Proposed FY 2025-26
510010	Regular Salaries	\$ 42,151	\$ 56,430	\$ 130,100	\$ 130,100	\$ 230,500
510040	OT Pay	-	738	-	-	-
510020	PT Salaries	249	2,109	3,800	3,800	4,200
512310	Applied Benefits	82,793	116,886	231,000	231,000	121,800
512011	Benefits - AUL	-	-	-	-	65,700
512012	Benefits -- Retiree Health Premium	-	-	-	-	39,400
512013	Benefits - OPEB Contribution	-	-	-	-	2,800
512014	Benefits - Replacement Benefits	-	-	-	-	7,000
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	4,300
512320	PT Applied Benefits	19	162	400	400	200
	Total Salaries and Benefits	125,212	176,325	365,300	365,300	476,000
521000	Supplies	1,017	1,149	4,000	4,000	2,000
522000	Subscriptions	324	1,969	23,000	23,000	23,000
540010	Memberships	2,975	3,000	5,100	5,100	5,100
540020	Training	-	-	1,000	1,000	1,000
540030	Travel and Meetings	3,609	3,706	5,000	5,000	5,000
542010	Advertising	-	-	2,000	2,000	2,000
542050	Contractual Services	62,569	94,468	275,000	302,525	325,000
	Total Maintenance and Operations	70,494	104,292	315,100	342,625	363,100
	- Activity Total -	\$ 195,706	\$ 280,617	\$ 680,400	\$ 707,925	\$ 839,100

Department Budget Overview

COMMUNITY SERVICES



Community Services

FY 2025-26 Proposed Budget

Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
Administration	\$ 881,782	\$ 797,301	\$ 1,890,650	\$ 1,981,050	\$ 1,884,510
Public Art & Art Education	432,940	563,125	601,500	801,500	1,080,350
Library & Cultural Services	2,231,900	2,031,839	2,509,400	2,741,399	2,965,400
Family & Human Services*	1,930,050	2,321,924	2,582,900	2,618,500	3,083,900
Transit Services	-	-	751,900	587,800	756,000
Parks & Recreation**	3,465,019	4,310,078	-	-	-
TOTAL	\$ 8,941,691	\$ 10,024,266	\$ 8,336,350	\$ 8,730,249	\$ 9,770,160

Budget Categories	FY 2022-23 Actuals	FY 2023-24 Adopted	FY 2024-25 Adopted	FY 2025-26 Proposed	\$	%
Labor	\$ 7,209,765	\$ 8,001,469	\$ 6,605,200	\$ 7,430,400	\$ 825,200	12.5%
O+M	1,731,926	2,022,797	1,731,150	2,339,760	608,610	35.2%
TOTAL	\$ 8,941,691	\$ 10,024,266	\$ 8,336,350	\$ 9,770,160	\$ 1,433,810	17.2%

Community Services Administration (10105199)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 282,719	\$ 265,588	\$ 663,100	\$ 663,100	\$ 684,500
510020	PT Salaries	11,654	35,815	35,800	67,600	78,000
510040	OT Pay	4,697	11,295	10,700	10,700	10,700
510050	PT OT Pay	95	355	1,400	1,400	1,000
512310	Applied Benefits	366,105	320,940	759,700	759,700	333,000
510070	Acting Pay	-	642	-	-	-
512011	Benefits - AUL	-	-	-	-	285,700
512012	Benefits -- Retiree Health Premium	-	-	-	-	6,300
512013	Benefits - OPEB Contribution	-	-	-	-	4,300
512014	Benefits - Replacement Benefits	-	-	-	-	9,300
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	19,500
512320	PT Applied Benefits	970	2,649	2,900	4,600	4,000
	Total Salaries and Benefits	666,240	637,284	1,473,600	1,507,100	1,436,400
521000	Supplies	40,786	35,398	44,300	44,300	57,500
523030	Misc Equipment Replacement	-	-	5,550	15,650	-
534000	Telephone	988	2,160	1,200	1,200	4,480
540010	Memberships	1,677	2,101	6,000	6,000	6,000
540020	Training	1,208	1,374	9,000	9,000	15,000
540030	Travel and Meetings	8,209	11,637	17,000	17,000	20,300
542010	Advertising	-	-	11,500	11,500	11,500
542050	Contractual Services	162,674	107,347	322,500	369,300	333,330
	Total Maintenance and Operations	215,542	160,017	417,050	473,950	448,110
	- Activity Total -	\$ 881,782	\$ 797,301	\$ 1,890,650	\$ 1,981,050	\$ 1,884,510

Public Art & Art Education Program (10511001)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 71,165	\$ 92,908	\$ 80,000	\$ 80,000	\$ 111,000
510040	OT Pay	13,759	20,098	20,300	20,300	20,300
510050	PT OT Pay	3,003	4,469	4,000	4,000	3,000
510020	PT Salaries	23,341	25,439	-	-	-
512310	Applied Benefits	106,431	111,629	117,700	117,700	47,800
512011	Benefits - AUL	-	-	-	-	60,500
512012	Benefits -- Retiree Health Premium	-	-	-	-	6,400
512013	Benefits - OPEB Contribution	-	-	-	-	900
512014	Benefits - Replacement Benefits	-	-	-	-	600
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	3,200
512320	PT Applied Benefits	2,124	1,900	-	-	-
	Total Salaries and Benefits	219,823	256,443	222,000	222,000	253,800
521000	Supplies	33,267	32,685	60,000	60,000	81,550
540030	Travel and Meetings	612	942	1,000	1,000	6,000
540010	Memberships	-	250	500	500	500
542050	Contractual Services	136,274	223,622	248,000	448,000	668,500
593000	Contributions/Art Education Grants	42,964	49,183	70,000	70,000	70,000
	Total Maintenance and Operations	213,117	306,682	379,500	579,500	826,550
	- Activity Total -	\$ 432,940	\$ 563,125	\$ 601,500	\$ 801,500	\$ 1,080,350

Library & Cultural Services Administration (10105699)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 555,700	\$ 506,526	\$ 616,500	\$ 695,500	\$ 867,800
510020	PT Salaries	447,400	390,100	554,400	560,400	614,500
510040	OT Pay	-	8,318	6,000	6,000	6,000
510050	PT OT Pay	-	193	-	-	-
510070	Acting Pay	-	-	-	-	-
512310	Applied Benefits	844,100	729,244	820,800	861,870	431,600
512011	Benefits - AUL	-	-	-	-	342,400
512012	Benefits -- Retiree Health Premium	-	-	-	-	116,800
512013	Benefits - OPEB Contribution	-	-	-	-	10,400
512014	Benefits - Replacement Benefits	-	-	-	-	500
512015	Benefits - Pers 1959	-	-	-	-	200
512112	Benefits - Worker's Compensation	-	-	-	-	25,300
512320	PT Applied Benefits	32,100	28,023	45,700	49,700	32,000
	Total Salaries and Benefits	1,879,300	1,662,404	2,043,400	2,173,470	2,447,500
521000	Supplies	44,600	78,253	76,100	111,100	116,500
522000	Books & Subscriptions	67,800	74,436	85,600	110,027	108,300
523005	Periodicals	9,500	8,460	10,500	10,500	11,000
523010	Audio-Visual	78,400	86,665	82,600	121,102	89,500
523030	Misc Equipment Replacement	-	-	47,000	47,000	10,000
534000	Telephone	4,000	3,788	4,000	4,000	4,000
540010	Memberships	4,600	3,982	4,600	4,600	4,600
540020	Training	15,500	5,705	6,800	6,800	6,800
540030	Travel and Meetings	5,000	1,494	5,000	5,000	5,000
542010	Advertising	300	-	-	-	-
542050	Contractual Services	122,900	99,757	143,800	147,800	162,200
581000	Principal	-	6,577	-	-	-
582000	Interest	-	318	-	-	-
	Total Maintenance and Operations	352,600	369,435	466,000	567,929	517,900
	- Activity Total -	\$ 2,231,900	\$ 2,031,839	\$ 2,509,400	\$ 2,741,399	\$ 2,965,400

Family & Human Services Administration (10105899)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 440,228	\$ 559,236	\$ 653,000	\$ 687,800	\$ 863,300
510020	PT Salaries	454,600	558,679	584,300	554,000	636,200
510040	OT Pay	1,316	25,264	25,500	25,500	25,500
510050	PT OT Pay	848	5,129	3,500	3,500	3,500
510070	Acting Pay	-	518	-	-	-
512310	Applied Benefits	723,766	803,038	902,800	925,000	445,800
512011	Benefits - AUL	-	-	-	-	581,300
512012	Benefits -- Retiree Health Premium	-	-	-	-	71,000
512013	Benefits - OPEB Contribution	-	-	-	-	7,700
512014	Benefits - Replacement Benefits	-	-	-	-	500
512015	Benefits - Pers 1959	-	-	-	-	200
512112	Benefits - Worker's Compensation	-	-	-	-	25,100
512320	PT Applied Benefits	35,165	42,944	59,400	57,800	45,700
	Total Salaries and Benefits	1,655,824	1,994,808	2,228,500	2,253,600	2,705,800
521000	Supplies	86,072	103,290	116,900	127,400	129,200
534000	Telephone	13,234	14,148	14,800	14,800	26,400
540010	Memberships	586	1,436	2,500	2,500	2,500
540020	Training	2,551	1,421	5,000	5,000	6,000
540030	Travel and Meetings	4,678	8,159	8,000	8,000	9,000
542050	Contractual Services	141,158	166,663	194,700	194,700	205,000
573400	CO- Equipment	-	-	12,500	12,500	-
581000	Principal	5,550	-	-	-	-
582000	Interest	359	-	-	-	-
592000	Equipment Usage	19,000	19,000	-	-	-
593000	Contributions	1,038	13,000	-	-	-
	Total Maintenance and Operations	274,226	327,116	354,400	364,900	378,100
	- Activity Total -	\$ 1,930,050	\$ 2,321,924	\$ 2,582,900	\$ 2,618,500	\$ 3,083,900

Transit Services (10105850)

Activity Detail

Object No.	Description	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ -	\$ -	\$ 265,000	\$ 205,200	\$ 250,700
510040	OT Pay	-	-	-	-	6,000
510050	PT OT Pay	-	-	2,000	2,000	2,000
510020	PT Salaries	-	-	61,300	-	63,300
512310	Applied Benefits	-	-	306,200	266,400	140,400
512011	Benefits - AUL	-	-	-	-	90,200
512012	Benefits -- Retiree Health Premium	-	-	-	-	21,400
512013	Benefits - OPEB Contribution	-	-	-	-	2,300
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	7,300
512320	PT Applied Benefits	-	-	3,200	-	3,300
	Total Salaries and Benefits	-	-	637,700	473,600	586,900
521000	Supplies	-	-	8,500	8,500	9,000
534000	Telephone	-	-	4,000	4,000	7,600
540030	Travel and Meetings	-	-	800	800	2,500
540010	Memberships	-	-	900	900	1,000
540020	Training	-	-	1,500	1,500	2,500
542050	Contractual Services	-	-	96,000	96,000	144,000
544020	Intergovernmental Charges	-	-	1,000	1,000	1,000
573400	Furniture/Equipment	-	-	1,500	1,500	1,500
592000	Equipment Usage	-	-	-	-	-
	Total Maintenance and Operations	-	-	114,200	114,200	169,100
	- Activity Total -	\$ -	\$ -	\$ 751,900	\$ 587,800	\$ 756,000
	*Activity relocated from Public Works Maintenance in FY 2024-25					

Department Budget Overview

Department of Fire-Rescue

Fire-Rescue

FY 2025-26 Proposed Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10102199	Administration	\$ 635,114	\$ 756,978	\$ 2,348,800	\$ 2,348,800	\$ 2,803,100
10102110	Fire Suppression*	17,733,986	20,441,826	21,166,200	22,026,200	21,921,750
10102120	Fire Prevention	858,303	883,839	691,400	691,400	742,650
10102125	Environmental Protection Services	2,469,018	2,455,287	2,584,300	2,524,300	2,545,300
10102135	Fire Building & Grounds Maintenance**	260,568	242,269	-	-	-
Department Total		\$ 21,956,989	\$ 24,780,199	\$ 26,790,700	\$ 27,590,700	\$ 28,012,800

FY 2025-26 vs FY 2024-25							
Budget Categories		FY 2022-23 Actuals	FY 2023-24 Actuals	FY 2024-25 Adopted	FY 2025-26 Proposed	\$	%
Labor	\$	19,800,802	\$ 21,313,365	\$ 23,906,700	\$ 25,096,000	\$ 1,189,300	5.0%
O+M		2,156,187	3,466,834	2,884,000	2,916,800	32,800	1.1%
TOTAL	\$	21,956,989	\$ 24,780,199	\$ 26,790,700	\$ 28,012,800	\$ 1,222,100	4.6%

Approved One-time Requests	
Funding Package	FY 25-26 Total
Los Angeles County EMS Transportation RFP	250,000
EPD Database Software System Update	170,000
Emergency Operations Center Technology	150,000
Total	570,000

Approved positions will be brought back mid-year			
Job title of the position requested:	Finance Cost	Additional cost	Totals
	Out		
Firefighter/Paramedic (6)	1,120,920	150,000	1,270,920
	1,120,920	150,000	1,270,920

Fire Administration (10102199)
Activity Detail

Object No.	Description	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 167,789	\$ 276,423	\$ 638,920	\$ 638,920	\$ 869,700
510020	PT Salaries	-	-	38,400	38,400	21,500
510040	OT Pay	427	396	5,000	5,000	5,600
512310	Applied Benefits	412,429	421,972	1,491,080	1,491,080	473,200
512011	Benefits - AUL	-	-	-	-	1,043,300
512012	Benefits -- Retiree Health Premium	-	-	-	-	151,100
512013	Benefits - OPEB Contribution	-	-	-	-	12,600
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	300
512112	Benefits - Worker's Compensation	-	-	-	-	51,300
512320	PT Applied Benefits	-	10,799	2,800	2,800	1,100
	Total Salaries and Benefits	580,645	709,590	2,176,200	2,176,200	2,629,700
521000	Supplies	9,697	-	10,500	10,500	11,700
534000	Telephone	31,310	30,071	1,200	1,200	-
540010	Memberships	1,886	2,335	3,000	3,000	2,800
540030	Travel and Meetings	3,922	1,502	6,000	6,000	7,300
542020	Printing/Postage	566	1,219	1,700	1,700	1,400
542030	Photocopier Lease/Maintenance	4,911	4,827	5,200	5,200	5,200
542050	Contractual Services	-	7,435	145,000	119,680	145,000
543069	Office Furniture/Equipment Rep.	2,177	-	-	-	-
573450	CO-Vehicle	-	-	-	25,320	-
	Total Maintenance and Operations	54,469	47,388	172,600	172,600	173,400
	- Activity Total -	\$ 635,114	\$ 756,978	\$ 2,348,800	\$ 2,348,800	\$ 2,803,100

Fire Suppression (10102110)

Activity Detail

[illegible]

Fire Prevention (10102120)
Activity Detail

Object No.	Description	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 342,526	\$ 340,704	\$ 313,000	\$ 313,000	\$ 380,200
510020	PT Salaries	2,226	1,892	-	-	-
510040	OT Pay	2,206	5,467	8,400	8,400	8,400
512310	Applied Benefits	478,789	495,351	334,700	334,700	174,300
512011	Benefits - AUL	-	-	-	-	56,000
512012	Benefits -- Retiree Health Premium	-	-	-	-	57,000
512013	Benefits - OPEB Contribution	-	-	-	-	4,700
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	23,000
512320	PT Applied Benefits	155	133	-	-	-
	Total Salaries and Benefits	825,902	843,548	656,100	656,100	703,700
521000	Supplies	7,904	14,713	9,700	9,700	12,000
521005	Gasoline	6,239	5,848	7,500	7,500	5,000
522015	Uniforms	998	1,055	1,400	1,400	2,100
522035	Computer Supplies	144	1,259	1,200	1,200	-
523025	Mechanical Parts	-	1,952	-	-	-
534000	Telephone	-	-	-	-	-
540010	Memberships	475	483	500	500	350
540020	Training	1,274	2,509	4,000	4,000	4,000
540030	Travel and Meetings	2,692	678	1,500	1,500	1,500
542020	Printing & Postage	576	144	-	-	-
542050	Contractual Services	11,659	10,481	9,500	9,500	14,000
543067	Miscellaneous Vehicle Repairs	440	1,168	-	-	-
	Total Maintenance and Operations	32,401	40,291	35,300	35,300	38,950
	- Activity Total -	\$ 858,303	\$ 883,839	\$ 691,400	\$ 691,400	\$ 742,650

Environmental Protection Services (10102125)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adjusted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 823,279	\$ 800,425	\$ 915,100	\$ 915,100	\$ 1,090,600
510020	PT Salaries	18,563	16,099	30,000	30,000	30,100
510040	OT Pay	5,612	6,455	8,400	8,400	8,400
510060	Standby OT Pay	35,350	36,911	34,000	34,000	34,000
512310	Applied Benefits	1,513,945	1,515,769	1,411,700	1,411,700	528,300
512011	Benefits - AUL	-	-	-	-	524,000
512012	Benefits - Retiree Health Premium	-	-	-	-	175,000
512013	Benefits - OPEB Contribution	-	-	-	-	13,600
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	200
512112	Benefits - Worker's Compensation	-	-	-	-	70,600
512320	PT Applied Benefits	1,281	1,134	2,600	2,600	1,600
	Total Salaries and Benefits	2,396,749	2,375,659	2,401,800	2,401,800	2,476,400
521000	Supplies	5,803	2,882	3,000	3,000	3,000
521005	Gasoline	4,338	3,509	5,000	5,000	4,000
522015	Uniforms	4,338	4,714	6,000	6,000	6,000
522035	Computer Supplies	3,923	1,190	2,000	2,000	-
523015	Haz Mat Cleanup Supplies	4,345	6,915	8,000	8,000	8,000
523025	Maintenance Parts	47	4,131	-	-	-
523035	Vehicle Equip/Supplies	4,263	7,472	5,000	5,000	5,000
534000	Telephone	7,007	7,083	7,200	7,200	-
523030	Misc. Equipment Replac	-	-	98,000	38,000	-
540010	Memberships	179	327	-	-	-
540020	Training	4,019	4,985	5,000	5,000	5,000
540030	Travel and Meetings	1,509	1,314	2,000	2,000	2,000
542020	Printing & Postage	460	468	-	-	-
542050	Contractual Services	20,697	20,153	25,000	25,000	25,000
543010	File Warehousing	4,291	4,072	5,400	5,400	-
543035	Underground Storage Tank	3,503	5,065	8,400	8,400	8,400
543045	Hazardous Waste Cleanup	1,590	2,944	-	-	-
543067	Miscellaneous Vehicle Repair	1,397	947	-	-	-
543102	Instrument Calibration/Repair	-	892	-	-	-
544020	Intergovernmental Charges	560	565	1,000	1,000	1,000
544040	AQMD Fuel Tank/Generator Permits	-	-	1,500	1,500	1,500
	Total Maintenance and Operations	72,269	79,628	182,500	122,500	68,900
	- Activity Total -	\$ 2,469,018	\$ 2,455,287	\$ 2,584,300	\$ 2,524,300	\$ 2,545,300

Department Budget Overview

DEPARTMENT OF PARKS & RECREATION



Parks and Recreation Services

FY 2025-26 Proposed Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10106110	Parks & Recreation Services	\$ 3,465,019	\$ 4,310,078	\$ 6,479,380	\$ 6,621,280	\$ 8,100,265
Department Totals		\$ 3,465,019	\$ 4,310,078	\$ 6,479,380	\$ 6,621,280	\$ 8,100,265

Budget Categories						FY 25-26 vs 24-25	
		FY 2022-23 Actuals	FY 2023-24 Actuals	FY 2024-25 Adopted	FY 2025-26 Proposed	\$	%
Labor	\$	2,788,578	\$ 3,450,530	\$ 5,172,230	\$ 6,120,665	\$ 948,435	18.3%
O+M		676,441	859,548	1,307,150	1,979,600	672,450	51.4%
TOTAL	\$	3,465,019	\$ 4,310,078	\$ 6,479,380	\$ 8,100,265	\$ 1,620,885	25.0%

Parks and Recreation Services (10106110)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ -	\$ -	\$ 1,365,400	\$ 1,406,900	\$ 1,812,200
510020	PT Salaries	-	-	1,793,400	1,793,400	2,129,575
510040	OT Pay	-	-	62,730	62,730	63,730
510050	PT OT Pay	-	-	24,000	24,000	24,000
512310	Applied Benefits	-	-	1,763,800	1,787,200	911,860
512011	Benefits - AUL	-	-	-	-	832,000
512012	Benefits -- Retiree Health Premium	-	-	-	-	153,600
512013	Benefits - OPEB Contribution	-	-	-	-	13,800
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	300
512112	Benefits - Worker's Compensation	-	-	-	-	46,600
512320	PT Applied Benefits	-	-	162,900	162,900	133,000
	Total Salaries and Benefits	-	-	5,172,230	5,237,130	6,120,665
521000	Supplies	-	-	516,200	566,000	710,400
534000	Telephone	-	-	15,700	15,700	13,300
540030	Travel and Meetings	-	-	9,300	9,300	9,300
540010	Memberships	-	-	4,000	4,000	5,000
540020	Training	-	-	19,000	19,000	22,500
542050	Contractual Services	-	-	740,350	750,350	1,212,600
544020	Intergovernmental Charges	-	-	2,600	2,600	6,500
573450	Co-Vehicle	-	-	-	7,200	-
581000	Principal	-	-	-	-	-
582000	Interest	-	-	-	-	-
592000	Equipment Usage	-	-	-	-	-
	Total Maintenance and Operations	-	-	1,307,150	1,374,150	1,979,600
	- Activity Total -	\$ -	\$ -	\$ 6,479,380	\$ 6,611,280	\$ 8,100,265
*Parks & Recreation became its own department in FY 2024-25						

Department Budget Overview

Department of Police Services

“Working Together for a Safe Community”



Police Services

FY 2025-26 Proposed Budget Department Summary

Number	Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10102299	Police Administration	\$ 942,147	\$ 1,110,047	\$ 1,238,000	\$ 1,293,000	\$ 1,504,813
10102225	Animal Control	100,482	139,534	165,700	165,700	251,200
10102215	Contract Patrol	12,169,424	12,787,774	16,041,700	16,264,607	18,122,932
10102235	Code Enforcement	311,580	451,651	797,000	940,274	984,774
10102220	Public Safety Officer Patrol	1,180,475	1,256,726	1,926,700	2,217,742	2,707,149
10102245	Homeless Engagement Program	-	-	-	-	254,200
10102250	Volunteer Program	-	-	-	-	115,000
10102240	Facility Operations*	239,110	257,747	-	-	-
10102230	Emergency Preparedness **	29,471	35,632	-	-	-
10102210	Family & Youth Interv. Programs ***	433,786	438,619	-	-	-
Department Total		\$ 15,406,475	\$ 16,477,728	\$ 20,169,100	\$ 20,881,323	\$ 23,940,068

						FY 25-26 vs 24-25 Increase/(Decrease)	
Budget Categories		FY 2022-23 Actuals	FY 2023-24 Actuals	FY 2024-25 Adopted	FY 2025-26 Proposed	\$	%
Labor	\$	2,590,900	\$ 2,876,761	\$ 3,423,900	\$ 4,373,800	\$ 949,900	27.7%
O+M		12,815,575	13,600,967	16,745,200	19,566,268	2,821,068	16.8%
TOTAL	\$	15,406,475	\$ 16,477,728	\$ 20,169,100	\$ 23,940,068	\$ 3,770,968	18.7%

Police Administration (10102299)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-25
510010	Regular Salaries	\$ 363,027	\$ 388,376	\$ 468,500	\$ 468,500	\$ 689,000
510040	OT Pay	781	820	-	-	-
510050	PT OT Pay	-	110	-	-	-
510020	PT Salaries	8,187	35,053	33,000	33,000	-
512310	Applied Benefits	491,200	514,868	624,100	624,100	329,800
512011	Benefits - AUL	-	-	-	-	223,200
512012	Benefits -- Retiree Health Premium	-	-	-	-	58,600
512013	Benefits - OPEB Contribution	-	-	-	-	5,400
512014	Benefits - Replacement Benefits	-	-	-	-	8,900
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	14,500
512320	PT Applied Benefits	1,661	7,606	7,200	7,200	-
	Total Salaries and Benefits	864,856	946,832	1,132,800	1,132,800	1,329,400
521000	Supplies	16,056	24,009	29,500	69,500	49,200
522015	Uniforms	-	-	-	-	3,000
523030	Misc Equipment Replacement	-	-	-	-	7,400
534000	Telephone	27,238	26,979	29,000	29,000	1,800
540030	Travel and Meetings	2,208	1,029	3,000	3,000	3,000
540010	Memberships	222	272	500	500	700
540020	Training	2,034	(778)	3,000	3,000	3,000
542020	Printing & Postage	-	-	-	-	4,000
542050	Contractual Services	8,833	12,343	10,200	25,200	50,813
542060	Software Subscription	-	-	-	-	22,500
573400	CO-Equipment	-	-	-	-	-
593000	Contributions	5,700	3,450	30,000	30,000	30,000
581000	Principal	-	74,182	-	-	-
582000	Interest	-	6,728	-	-	-
592000	Equipment Usage	15,000	15,000	-	-	-
	Total Maintenance and Operations	77,291	163,214	105,200	160,200	175,413
	- Activity Total -	\$ 942,147	\$ 1,110,047	\$ 1,238,000	\$ 1,293,000	\$ 1,504,813

Contract Patrol (10102215)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
521000	Supplies	\$ 40,949	\$ 19,042	\$ 38,500	\$ 38,500	\$ 38,500
523030	Misc. Equipment Replac	-	-	170,000	170,000	314,677
534000	Telephone	2,140	2,199	2,500	2,500	2,500
542010	Advertising	-	-	-	-	50,000
542020	Printing & Postage	-	-	-	-	5,000
542050	Contractual Services	273,565	118,489	284,000	284,000	159,800
542060	Software Subscription	-	-	-	-	157,800
544020	Intergovernmental Charges	11,647,170	12,550,234	15,546,700	15,546,700	17,334,655
573450	Co-Vehicle	-	-	-	222,907	60,000
593000	Contributions	6,250	3,900	-	-	-
581000	Principal	106,941	5,637	-	-	-
582000	Interest	4,409	273	-	-	-
592000	Equipment Usage	88,000	88,000	-	-	-
	Total Maintenance and Operations	12,169,424	12,787,774	16,041,700	16,264,607	18,122,932
	- Activity Total -	<u>\$ 12,169,424</u>	<u>\$ 12,787,774</u>	<u>\$ 16,041,700</u>	<u>\$ 16,264,607</u>	<u>\$ 18,122,932</u>

Code Enforcement (10102235)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 99,530	\$ 148,484	\$ 232,700	\$ 275,400	\$ 354,700
510040	OT Pay	757	914	8,000	8,000	8,000
510020	PS - PT Salaries	-	-	-	-	38,700
512310	Applied Benefits	152,714	236,016	347,700	371,300	176,500
512011	Benefits - AUL	-	-	-	-	127,600
512012	Benefits - Retiree Health Premium	-	-	-	-	3,300
512013	Benefits - OPEB Contribution	-	-	-	-	5,500
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	8,900
512320	PS - PT Applied Benefits	-	-	-	-	7,100
	Total Salaries and Benefits	253,001	385,415	588,400	654,700	730,300
521000	Supplies	5,613	7,119	8,500	38,500	14,500
522015	Uniforms	-	-	-	-	4,000
523030	Misc Equipment Replacement	-	-	-	-	8,000
534000	Telephone	1,549	1,866	3,000	3,000	4,500
540010	Membership	200	400	500	500	500
540020	Training	1,315	549	15,000	5,000	10,000
542010	Advertising	2,812	5,722	4,000	4,000	2,000
542020	Printing & Postage	-	-	-	-	4,000
542050	Contractual Services	26,890	30,379	177,600	187,600	116,000
542060	Software Subscription	-	-	-	-	34,000
573450	Co-Vehicle	-	-	-	56,974	56,974
592000	Equipment Usage	20,200	20,200	-	-	-
	Total Maintenance and Operations	58,579	66,236	208,600	295,574	254,474
	- Activity Total -	\$ 311,580	\$ 451,651	\$ 797,000	\$ 950,274	\$ 984,774

Public Safety Officer Patrol (10102220)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 280,127	\$ 250,277	\$ 528,400	\$ 528,400	\$ 756,000
510040	OT Pay	20,005	25,382	27,500	27,500	27,500
510050	PT OT Pay	14,747	15,092	15,000	15,000	15,000
510020	PT Salaries	229,345	302,675	416,000	416,000	441,500
510060	Standby Pay	-	140	500	500	500
510062	PT Standby Pay	-	210	500	500	-
512310	Applied Benefits	419,783	424,814	624,000	624,000	396,500
512011	Benefits - AUL	-	-	-	-	261,400
512012	Benefits - Retiree Health Premium	-	-	-	-	88,700
512013	Benefits - OPEB Contribution	-	-	-	-	6,100
512014	Benefits - Replacement Benefits	-	-	-	-	13,400
512015	Benefits - Pers 1959	-	-	-	-	300
512112	Benefits - Worker's Compensation	-	-	-	-	22,000
512320	PT Applied Benefits	45,432	65,628	90,800	90,800	80,900
	Total Salaries and Benefits	1,009,439	1,084,220	1,702,700	1,702,700	2,111,800
521000	Supplies	35,746	30,778	62,000	62,000	32,500
522015	Uniforms	-	-	-	-	26,000
523030	Misc Equipment Replac	-	-	-	87,277	166,984
534000	Telephone	1,431	1,664	2,600	2,600	3,200
540020	Training	-	-	-	10,000	13,500
542020	Printing & Postage	-	-	-	-	4,000
542050	Contractual Services	99,859	106,064	159,400	159,400	150,800
542060	Software Subscription	-	-	-	-	4,600
573450	Co-Vehicle	-	-	-	193,765	193,765
592000	Equipment Usage	34,000	34,000	-	-	-
	Total Maintenance and Operations	171,036	172,506	224,000	515,042	595,349
	- Activity Total -	\$ 1,180,475	\$ 1,256,726	\$ 1,926,700	\$ 2,217,742	\$ 2,707,149

Department Budget Overview

PUBLIC WORKS

Engineering

FY 2025-26 Proposed Budget Department Summary

Number	Activity Name	Actual FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10104299	Engineering- Administration	\$ 396,988	\$ 511,020	\$ 1,033,900	\$ 1,108,900	\$ 1,247,150
10104220	NPDES	330,196	265,783	492,200	492,200	388,600
10423501	Traffic Engineering	289,508	290,548	181,900	181,900	181,900
10423502	Traffic Commission	18,498	23,683	6,900	6,900	6,900
10104230	Building Regulation*	670,296	786,715	2,802,100	2,802,100	2,840,800
Division Total		\$ 1,705,486	\$ 1,877,748	\$ 4,517,000	\$ 4,592,000	\$ 4,665,350
FY 25-26 vs FY 24-25						
Budget Categories		FY 2022-23 Actuals	FY 23-24 Actuals	FY 2024-25 Adopted	FY 2025-26 Proposed	\$ %
Labor	\$	920,424	\$ 1,291,948	\$ 2,006,100	\$ 2,248,200	\$ 242,100 12.1%
O+M		785,062	585,800	2,510,900	2,417,150	(93,750) -3.7%
TOTAL	\$	1,705,486	\$ 1,877,748	\$ 4,517,000	\$ 4,665,350	\$ 148,350 3.3%

Engineering Administration (10104299)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 83,448	\$ 222,606	\$ 396,300	\$ 396,300	\$ 484,700
510020	OT Pay	-	-	-	-	35,000
510050	PT OT Pay	-	-	-	-	-
510020	PT Salaries	18,343	13,939	52,500	52,500	51,700
512310	Applied Benefits	143,652	187,474	395,200	395,200	198,000
512011	Benefits - AUL	-	-	-	-	196,800
512012	Benefits -- Retiree Health Premium	-	-	-	-	44,400
512013	Benefits - OPEB Contribution	-	-	-	-	3,800
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	5,400
512320	PT Applied Benefits	1,409	2,039	9,400	9,400	7,500
	Total Salaries and Benefits	246,852	426,058	853,400	853,400	1,027,400
522000	Books & Subscriptions	-	-	600	600	600
522010	Safety Clothing	-	-	-	-	350
522020	Postage	-	-	200	200	200
522035	Computer Supplies	699	485	1,500	1,500	39,000
521000	Supplies	31,917	9,334	21,600	21,600	23,000
534000	Telephone	2,642	3,678	4,000	4,000	4,000
542010	Advertising	21,482	14,087	18,000	18,000	18,000
540030	Travel and Meetings	1,109	287	1,100	1,100	1,100
540010	Memberships	1,105	993	2,500	2,500	2,500
540020	Training	-	-	5,000	5,000	5,000
542050	Contractual Services	79,787	44,703	126,000	201,000	126,000
581000	Principal	6,476	6,577	-	-	-
582000	Interest	419	318	-	-	-
592000	Equipment Usage	4,500	4,500	-	-	-
	Total Maintenance and Operations	150,136	84,961	180,500	255,500	219,750
	- Activity Total -	\$ 396,988	\$ 511,020	\$ 1,033,900	\$ 1,108,900	\$ 1,247,150

NPDES (10104220)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 53,369	\$ 72,479	\$ 97,600	\$ 97,600	\$ 126,700
510040	OT Pay	410	-	-	-	500
510020	PT Salaries	839	901	500	500	600
512310	Applied Benefits	90,902	111,980	147,200	147,200	60,300
512011	Benefits - AUL	-	-	-	-	61,800
512012	Benefits - Retiree Health Premium	-	-	-	-	17,100
512013	Benefits - OPEB Contribution	-	-	-	-	1,700
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	6,100
512320	PT Applied Benefits	228	73	200	200	100
	Total Salaries and Benefits	145,748	185,433	245,500	245,500	274,900
521000	Supplies	273	205	2,500	2,500	2,500
540030	Travel and Meetings	16	-	200	200	200
540020	Training	-	-	2,000	2,000	2,000
542050	Contractual Services	111,458	79,545	65,000	65,000	77,000
544020	Intergovernmental Charges	72,101	-	177,000	177,000	32,000
592000	Equipment Usage	600	600	-	-	-
	Total Maintenance and Operations	184,448	80,350	246,700	246,700	113,700
	- Activity Total -	\$ 330,196	\$ 265,783	\$ 492,200	\$ 492,200	\$ 388,600

Activity Detail

***FY 2024-25 Salaries & Benefits transferred to Admin Engineering**

Activity Detail

***FY 2024-25 Salaries & Benefits transferred to Admin Engineering**

Activity Detail

**Building Regulation relocated from Community Development and combined with Building Regulation/ Public Improvements activity in FY 24-25*

Municipal Services

FY 2025-26 Proposed Budget

Department Summary

Number	Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
10104399	Maintenance Administration	\$ 140,533	\$ 372,523	\$ 439,000	\$ 439,000	\$ 511,800
10104330	Graffiti Removal	341,823	376,935	347,700	347,700	374,500
10431001	Equipment Maintenance	796,907	907,408	2,031,600	2,306,600	2,257,600
10432001	Streets	1,250,167	1,337,176	2,175,500	2,176,400	2,212,200
10432003	Landscape Mtc	878,449	925,352	619,600	719,600	875,200
10432004	Street Maintenance/ Signs and Striping	235,364	222,991	234,000	234,000	249,400
10432501	Park Maintenance (Combined)	1,534,802	1,824,129	1,819,400	1,819,400	2,083,400
10432509	Park Maintenance - Ball Fields	339,387	466,309	415,100	452,100	483,000
10432503	Park Maintenance- Little Lake Park	304,867	374,205	385,500	485,500	413,900
10432510	Facilities (Combined)*	2,105,353	2,370,141	2,068,700	2,218,700	2,811,500
10432002	Trees (Previously "Street Mtc/ Tree Mtc")	613,605	547,321	503,500	503,500	563,400
10433501	Traffic Signal Mtc- SFS	492,022	525,256	581,700	586,200	652,100
10433502	Traffic Signal Mtc- Contract Cities	860,844	911,311	1,338,050	1,347,150	1,390,200
10433503	Street Lightning Maintenance	1,302,342	1,286,705	733,600	737,300	748,600
10434002	Transit Services***	490,008	699,525	-	-	-
Division Totals		\$ 11,686,473	\$ 13,147,289	\$ 13,692,950	\$ 14,373,150	\$ 15,626,800

Budget Categories	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Proposed FY 2025-26	FY 25-26 vs 24-25	
					\$	%
Labor \$	5,603,873	\$ 6,341,873	\$ 7,220,800	\$ 7,702,400	\$ 481,600	6.7%
O+M	6,082,600	6,805,416	6,472,150	7,924,400	702,250	10.9%
TOTAL \$	11,686,472	\$ 13,147,289	\$ 13,692,950	\$ 15,626,800	\$ 1,183,850	8.6%

Repair & Maint.	317,200
One-time	166,000
Carry-forward	100,000
Supplies & Mtc	872,650
Cost	
Total	\$ 1,454,750

Maintenance Administration (10104399)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 32,397	\$ 190,117	\$ 169,800	\$ 169,800	\$ 135,500
510040	OT Pay	429	359	3,500	3,500	6,000
510050	PT OT Pay	-	-	5,000	5,000	5,000
510020	PT Salaries	301	53	-	-	70,200
510060	Standby Pay	17,693	18,018	22,500	22,500	22,500
512310	Applied Benefits	63,676	123,898	129,800	129,800	74,600
512011	Benefits - AUL	-	-	-	-	59,700
512012	Benefits -- Retiree Health Premium	-	-	-	-	22,000
512013	Benefits - OPEB Contribution	-	-	-	-	2,200
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	3,900
512320	PT Applied Benefits	36	(85)	-	-	3,700
	Total Salaries and Benefits	114,532	332,361	330,600	330,600	405,300
521000	Supplies	9,106	18,440	70,000	70,000	77,000
522015	Uniforms	-	213	-	-	45,000
534000	Telephone	8,301	12,324	14,900	14,900	14,900
540030	Travel and Meetings	1,010	1,237	10,000	10,000	10,000
540010	Memberships	195	-	2,500	2,500	2,500
540020	Training	-	482	-	-	20,000
542050	Contractual Services	5,389	5,466	11,000	11,000	11,000
544020	Intergovernmental Charges	-	-	-	-	-
592000	Equipment Usage	2,000	2,000	-	-	-
	Total Maintenance and Operations	26,001	40,162	108,400	108,400	180,400
	- Activity Total -	\$ 140,533	\$ 372,523	\$ 439,000	\$ 439,000	\$ 585,700

Graffiti Removal (10104330)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 75,490	\$ 77,288	\$ 82,500	\$ 82,500	\$ 108,500
510020	PT Salaries	70,779	98,432	55,700	55,700	68,200
510040	OT Pay	2,357	6,561	4,000	4,000	4,000
510050	PT OT Pay	3,675	929	4,500	4,500	4,500
512310	Applied Benefits	128,387	137,332	133,500	133,500	50,200
512011	Benefits - AUL	-	-	-	-	60,900
512012	Benefits - Retiree Health Premium	-	-	-	-	17,600
512013	Benefits - OPEB Contribution	-	-	-	-	1,800
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	3,200
512320	PT Applied Benefits	8,812	10,897	19,000	19,000	3,500
	Total Salaries and Benefits	289,500	331,439	299,200	299,200	322,500
521000	Supplies	36,872	30,257	34,000	34,000	37,500
522015	Uniforms	-	948	-	-	-
534000	Telephone	2,430	2,467	2,500	2,500	2,500
542050	Contractual Services	4,621	3,424	12,000	12,000	12,000
592000	Equipment Usage	8,400	8,400	-	-	-
	Total Maintenance and Operations	52,323	45,495	48,500	48,500	52,000
	- Activity Total -	\$ 341,823	\$ 376,935	\$ 347,700	\$ 347,700	\$ 374,500

Equipment Maintenance (10431001)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 209,205	\$ 233,765	\$ 365,900	\$ 365,900	\$ 438,200
510040	OT Pay	16,510	11,762	15,000	15,000	5,000
510050	PT OT Pay	639	672	2,000	2,000	-
510020	PT Salaries	19,636	17,447	23,700	23,700	29,000
510060	Standby Pay	30,269	29,381	22,500	22,500	-
512310	Applied Benefits	348,797	385,435	550,500	550,500	239,600
512011	Benefits - AUL	-	-	-	-	198,700
512012	Benefits - Retiree Health Premium	-	-	-	-	71,100
512013	Benefits - OPEB Contribution	-	-	-	-	7,200
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	12,700
512320	PT Applied Benefits	1,478	1,251	2,000	2,000	1,500
	Total Salaries and Benefits	626,534	679,713	981,600	981,600	1,003,100
521000	Supplies	199,584	119,410	350,000	350,000	435,000
521005	Gasoline	364,122	375,651	510,000	510,000	561,000
522015	Uniforms	-	446	-	-	-
532000	Natural Gas	-	-	-	-	-
533000	Water	1,623	1,462	-	-	-
534000	Telephone	-	-	-	-	-
540030	Travel and Meetings	-	300	-	-	-
540010	Memberships	-	-	-	-	-
540020	Training	400	2,943	4,000	4,000	4,000
542050	Contractual Services	265,110	390,556	182,500	457,500	250,000
544020	Intergovernmental Charges	1,089	-	3,500	3,500	4,500
592000	Equipment Usage	(661,555)	(663,072)	-	-	-
	Total Maintenance and Operations	170,373	227,695	1,050,000	1,325,000	1,254,500
	- Activity Total -	\$ 796,907	\$ 907,408	\$ 2,031,600	\$ 2,306,600	\$ 2,257,600

Streets (10432001)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 377,718	\$ 377,564	\$ 561,600	\$ 561,800	\$ 665,200
510040	OT Pay	47,935	63,535	45,000	45,000	45,000
510050	PT OT Pay	1,121	1,278	4,000	4,000	4,000
510020	PT Salaries	13,145	22,578	14,200	14,200	17,400
510060	Standby Pay	16,996	18,364	22,000	22,000	22,000
512310	Applied Benefits	613,412	610,533	847,900	848,600	360,300
512011	Benefits - AUL	-	-	-	-	281,200
512012	Benefits - Retiree Health Premium	-	-	-	-	107,300
512013	Benefits - OPEB Contribution	-	-	-	-	10,800
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	20,900
512320	PT Applied Benefits	3,193	3,220	4,800	4,800	2,000
	Total Salaries and Benefits	1,073,520	1,097,092	1,499,500	1,500,400	1,536,200
521000	Supplies	106,821	128,656	402,000	402,000	402,000
522015	Uniforms	-	5,513	-	-	-
531000	Electricity	7,459	7,625	-	-	-
533000	Water	-	-	-	-	-
534000	Telephone	1,830	-	-	-	-
540030	Travel and Meetings	191	370	500	500	500
540010	Memberships	-	-	500	500	500
540020	Training	1,095	691	3,000	3,000	3,000
542050	Contractual Services	7,751	36,349	170,000	170,000	170,000
543060	Construction	-	9,380	100,000	100,000	100,000
544020	Intergovernmental Charges	-	-	-	-	-
573400	Furniture / Equipment	-	-	-	-	-
582000	Equipment Usage	51,500	51,500	-	-	-
	Total Maintenance and Operations	176,647	240,084	676,000	676,000	676,000
	- Activity Total -	\$ 1,250,167	\$ 1,337,176	\$ 2,175,500	\$ 2,176,400	\$ 2,212,200

Landscape Mtc (10432003)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 44,174	\$ 53,901	\$ 45,900	\$ 45,900	\$ 57,900
510040	OT Pay	25,202	29,421	30,000	30,000	30,000
510050	PT OT Pay	3,502	7,609	15,000	15,000	15,000
510020	PT Salaries	2,274	5,038	3,300	3,300	4,100
512310	Applied Benefits	77,403	99,570	76,500	76,500	28,100
512011	Benefits - AUL	-	-	-	-	33,600
512012	Benefits - Retiree Health Premium	-	-	-	-	9,400
512013	Benefits - OPEB Contribution	-	-	-	-	900
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	1,700
512320	PT Applied Benefits	476	380	1,100	1,100	400
	Total Salaries and Benefits	153,031	195,918	171,800	171,800	181,100
521000	Supplies	30,528	32,088	11,000	11,000	50,000
531000	Electricity	33,002	35,839	-	-	-
533000	Water	226,656	218,060	-	-	-
534000	Telephone	-	-	-	-	-
540030	Travel and Meetings	-	856	800	800	2,000
540010	Memberships	-	50	600	600	600
540020	Training	805	-	400	400	1,500
542050	Contractual Services	412,427	36,187	435,000	535,000	640,000
542055	Landscaping	-	384,354	-	-	-
592000	Equipment Usage	22,000	22,000	-	-	-
	Total Maintenance and Operations	725,418	729,434	447,800	547,800	694,100
	- Activity Total -	\$ 878,449	\$ 925,352	\$ 619,600	\$ 719,600	\$ 875,200

Street Maintenance/Signs and Striping (10432004)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 64,906	\$ 46,766	\$ 50,900	\$ 50,900	\$ 64,200
510040	OT Pay	1,949	7,690	10,000	10,000	10,000
510050	PT OT Pay	-	48	1,000	1,000	1,000
510020	PT Salaries	109	1,205	-	-	-
512310	Applied Benefits	102,388	79,058	77,100	77,100	31,800
512011	Benefits - AUL	-	-	-	-	29,100
512012	Benefits - Retiree Health Premium	-	-	-	-	10,400
512013	Benefits - OPEB Contribution	-	-	-	-	1,000
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	1,900
512320	PT Applied Benefits	8	86	-	-	-
	Total Salaries and Benefits	169,360	134,853	139,000	139,000	149,400
521000	Supplies	45,444	51,551	50,000	50,000	55,000
540020	Training	60	-	-	-	-
542050	Contractual Services	-	16,087	45,000	45,000	45,000
592000	Equipment Usage	20,500	20,500	-	-	-
	Total Maintenance and Operations	66,004	88,138	95,000	95,000	100,000
	- Activity Total -	\$ 235,364	\$ 222,991	\$ 234,000	\$ 234,000	\$ 249,400

Park Maintenance
(ORG CODE:10432501)
Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 133,692	\$ 141,941	\$ 337,100	\$ 337,100	\$ 422,600
510040	OT Pay	39,966	62,173	40,500	40,500	40,500
510050	PT OT Pay	1,928	419	12,000	12,000	12,000
510020	PT Salaries	13,542	9,628	38,600	38,600	47,300
512310	Applied Benefits	237,272	241,267	528,400	528,400	223,300
512011	Benefits - AUL	-	-	-	-	217,000
512012	Benefits - Retiree Health Premium	-	-	-	-	68,600
512013	Benefits - OPEB Contribution	-	-	-	-	6,900
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	200
512112	Benefits - Worker's Compensation	-	-	-	-	12,300
512320	PT Applied Benefits	3,586	977	13,200	13,200	5,300
	Total Salaries and Benefits	429,986	456,405	969,800	969,800	1,056,000
521000	Supplies	78,733	131,748	158,600	158,600	175,000
531000	Electricity	147,413	171,124	-	-	-
532000	Natural Gas	2,794	1,995	-	-	-
533000	Water	216,611	217,487	-	-	-
542010	Advertising	-	378	-	-	-
542050	Contractual Services	621,467	489,691	689,000	689,000	850,400
542055	Landscaping	-	316,123	-	-	-
542056	Building Maintenance	-	1,300	-	-	-
544020	Intergovernmental Charges	1,598	1,678	2,000	2,000	2,000
592000	Equipment Usage	36,200	36,200	-	-	-
	Total Maintenance and Operations	1,104,816	1,367,724	849,600	849,600	1,027,400
	- Activity Total -	\$ 1,534,802	\$ 1,824,129	\$ 1,819,400	\$ 1,819,400	\$ 2,083,400

Park Maintenance - Ball Fields (10432509)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Adopted FY 2025-26
510010	Regular Salaries	\$ 85,169	\$ 148,773	\$ 117,200	\$ 117,200	\$ 137,500
510040	OT Pay	2,661	1,793	3,000	3,000	3,000
510050	PT OT Pay	2,731	2,611	8,000	8,000	8,000
510020	PT Salaries	41,561	30,717	47,400	47,400	58,100
512310	Applied Benefits	130,248	218,276	164,400	164,400	78,500
512011	Benefits - AUL	-	-	-	-	51,400
512012	Benefits - Retiree Health Premium	-	-	-	-	22,300
512013	Benefits - OPEB Contribution	-	-	-	-	2,200
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	4,000
512320	PT Applied Benefits	5,865	2,202	10,100	10,100	3,000
	Total Salaries and Benefits	268,235	404,371	350,100	350,100	368,000
521000	Supplies	29,809	38,613	35,000	35,000	40,000
522015	Uniforms	-	2,561	-	-	-
542050	Contractual Services	21,343	764	30,000	67,000	75,000
592000	Equipment Usage	20,000	20,000	-	-	-
	Total Maintenance and Operations	71,152	61,938	65,000	102,000	115,000
	- Activity Total -	\$ 339,387	\$ 466,309	\$ 415,100	\$ 452,100	\$ 483,000

Park Maintenance - Little Lake Park

(ORG CODE:10432503)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 22,801	\$ 23,994	\$ 36,000	\$ 36,000	\$ 46,100
510040	OT Pay	4,773	11,079	-	-	-
510050	PT OT Pay	-	-	2,500	2,500	2,500
510020	PT Salaries	2,039	1,696	3,600	3,600	4,400
512310	Applied Benefits	41,069	41,433	54,700	54,700	24,200
512011	Benefits - AUL	-	-	-	-	24,300
512012	Benefits - Retiree Health Premium	-	-	-	-	7,500
512013	Benefits - OPEB Contribution	-	-	-	-	800
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	1,300
512320	PT Applied Benefits	538	147	1,200	1,200	500
	Total Salaries and Benefits	71,220	78,348	98,000	98,000	111,600
521000	Supplies	8,323	28,122	18,000	18,000	20,000
531000	Electricity	42,057	54,670	55,000	55,000	55,000
532000	Natural Gas	647	733	800	800	800
533000	Water	74,276	67,349	94,000	94,000	94,000
542050	Contractual Services	105,344	92,011	119,700	219,700	132,500
542055	Landscaping	-	49,972	-	-	-
592000	Equipment Usage	3,000	3,000	-	-	-
	Total Maintenance and Operations	233,647	295,857	287,500	387,500	302,300
	- Activity Total -	\$ 304,867	\$ 374,205	\$ 385,500	\$ 485,500	\$ 413,900

Trees (10432002)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 81,221	\$ 75,742	\$ 71,100	\$ 71,100	\$ 83,900
510040	OT Pay	10,450	4,009	7,000	7,000	7,000
510050	PT OT Pay	-	-	1,000	1,000	1,000
510020	PT Salaries	396	-	-	-	-
512310	Applied Benefits	147,082	142,587	123,400	123,400	40,100
512011	Benefits - AUL	-	-	-	-	52,400
512012	Benefits - Retiree Health Premium	-	-	-	-	13,600
512013	Benefits - OPEB Contribution	-	-	-	-	1,400
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	2,400
512320	PT Applied Benefits	28	-	-	-	-
	Total Salaries and Benefits	239,157	222,337	202,500	202,500	201,900
521000	Supplies	31,382	22,596	26,000	26,000	30,000
522015	Uniforms	-	2,032	-	-	-
540030	Travel and Meetings	-	779	-	-	-
540010	Memberships	290	-	-	-	1,500
540020	Training	2,065	1,635	-	-	5,000
542050	Contractual Services	320,711	277,942	275,000	275,000	325,000
592000	Equipment Usage	20,000	20,000	-	-	-
	Total Maintenance and Operations	374,448	324,983	301,000	301,000	361,500
	- Activity Total -	\$ 613,605	\$ 547,321	\$ 503,500	\$ 503,500	\$ 563,400

Traffic Signal Mtc - Santa Fe Springs (10433501)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 72,625	\$ 95,002	\$ 135,200	\$ 136,400	\$ 166,600
510040	OT Pay	29,054	15,516	20,000	20,000	20,000
510050	PT OT Pay	96	-	1,000	1,000	1,000
510020	PT Salaries	-	58	-	-	-
510060	Standby Pay	17,720	17,073	20,000	20,000	20,000
512310	Applied Benefits	123,330	161,124	209,000	212,300	86,400
512011	Benefits - AUL	-	-	-	-	69,600
512012	Benefits - Retiree Health Premium	-	-	-	-	25,700
512013	Benefits - OPEB Contribution	-	-	-	-	2,700
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	4,500
512320	PT Applied Benefits	-	16	-	-	-
	Total Salaries and Benefits	242,825	288,789	385,200	389,700	396,600
521000	Supplies	96,480	54,620	104,000	104,000	155,000
522015	Uniforms	-	5,772	-	-	-
531000	Electricity	53,715	55,504	-	-	-
534000	Telephone	5,416	7,772	5,500	5,500	5,500
540010	Memberships	786	720	-	-	-
540020	Training	-	2,742	-	-	5,000
542050	Contractual Services	20,485	16,006	32,000	32,000	35,000
544020	Intergovernmental Charges	52,315	73,332	55,000	55,000	55,000
592000	Equipment Usage	20,000	20,000	-	-	-
	Total Maintenance and Operations	249,197	236,467	196,500	196,500	255,500
	- Activity Total -	\$ 492,022	\$ 525,256	\$ 581,700	\$ 586,200	\$ 652,100

Water Utility

FY 2025-26 Proposed

Department Summary

Number	Activity Name	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
50104499	Administration	\$ 1,529,184	\$ 854,057	\$ 1,896,750	\$ 1,896,750	\$ 2,231,750
50442000	Water Purchases	6,472,442	7,424,700	8,682,950	8,682,950	9,614,800
50442500	Billing and Collection	1,422,364	1,555,274	2,391,100	2,406,300	2,168,200
50442501	Backflow	387,826	370,809	535,700	535,700	614,500
50443001	Distribution System Maintenance	1,757,490	2,040,152	2,712,500	2,712,500	2,857,300
50443002	Production Facilities Maintenance	1,069,411	1,064,841	1,404,650	1,404,650	1,484,900
50443500	Debt Service	523,568	293,857	496,000	496,000	510,700
820000	Interfund Transfers	1,356,164	1,343,800	1,338,700	1,338,700	-
Department Totals		<u>\$ 14,518,448</u>	<u>\$ 14,947,490</u>	<u>\$ 19,458,350</u>	<u>\$ 19,473,550</u>	<u>\$ 19,482,150</u>

						FY 25-26 vs FY 24-25	
Budget		FY 22-23	FY 23-24	FY 2024-25	FY 2025-26	\$	%
Labor	\$	3,368,958	\$ 3,118,632	\$ 4,426,500	\$ 4,839,100	\$ 412,600	9.3%
O+M		11,149,493	11,828,858	15,031,850	14,643,050	(388,800)	-2.6%
TOTAL	\$	14,518,451	\$ 14,947,490	\$ 19,458,350	\$ 19,482,150	\$ 23,800	7%

Water Utility Administration (50104499)

Activity Detail

Object No.	Description	Actuals FY 2022-23	Actuals FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 303,536	\$ 285,197	\$ 426,000	\$ 426,000	\$ 607,900
510020	PT Salaries	-	1,621	10,500	10,500	-
510040	OT Pay	-	99	-	-	5,000
510050	PT OT Pay	-	-	-	-	2,000
512010	GASB68 Pension Adjustment	13,254	-	-	-	-
512310	Applied Benefits	522,280	(37,177)	609,100	609,100	255,300
512011	Benefits - AUL	-	-	-	-	287,800
512012	Benefits - Retiree Health Premium	-	-	-	-	68,400
512013	Benefits - OPEB Contribution	-	-	-	-	4,000
512014	Benefits - Replacement Benefits	-	-	-	-	2,200
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	15,000
512320	PT Applied Benefits	-	459	1,900	1,900	-
	Total Salaries and Benefits	839,070	250,198	1,047,500	1,047,500	1,247,700
521000	Supplies	5,562	9,063	3,500	3,500	4,500
534000	Telephone	-	-	4,000	4,000	4,000
542010	Advertising	-	-	-	-	1,000
540030	Travel and Meetings	-	1,750	5,000	5,000	5,000
540010	Memberships	-	-	4,000	4,000	4,000
540020	Training	1,075	3,520	7,000	7,000	7,000
542050	Contractual Services	68,583	57,923	65,500	65,500	65,500
541040	Liability Insurance	82,515	77,123	77,500	77,500	106,700
544010	MWD Water Purchase	3,000	4,000	-	-	-
544020	Intergovernmental Charges	94,433	87,432	148,000	148,000	155,000
591000	Overhead	423,946	352,048	523,750	523,750	620,350
592000	Equipment Usage	11,000	11,000	11,000	11,000	11,000
	Total Maintenance and Operations	690,114	603,859	849,250	849,250	984,050
	- Activity Total -	\$ 1,529,184	\$ 854,057	\$ 1,896,750	\$ 1,896,750	\$ 2,231,750

Water Purchases (50442000)

Activity Detail

Object No.	Description	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 18,819	\$ 16,097	\$ 29,700	\$ 29,700	\$ 35,300
512010	GASB68 Pension Adjustment	617	-	-	-	-
512310	Applied Benefits	27,970	28,291	45,400	45,400	16,300
512011	Benefits - AUL	-	-	-	-	17,000
512012	Benefits - Retiree Health Premium	-	-	-	-	5,800
512013	Benefits - OPEB Contribution	-	-	-	-	700
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	1,100
	Total Salaries and Benefits	47,406	44,388	75,100	75,100	76,300
544010	MWD Water Purchases	5,770,257	6,923,338	7,220,000	7,220,000	8,000,000
544015	Whittier Groundwater Purchases	630,741	437,696	1,350,000	1,350,000	1,500,000
591000	Overhead	23,738	18,978	37,550	37,550	38,200
592000	Equipment Usage	300	300	300	300	300
	Total Maintenance and Operations	6,425,036	7,380,312	8,607,850	8,607,850	9,538,500
	- Activity Total -	\$ 6,472,442	\$ 7,424,700	\$ 8,682,950	\$ 8,682,950	\$ 9,614,800

Billing and Collection (50442500)

Activity Detail

Object No.	Description	Actual FY 2022-23	Adopted FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 277,330	\$ 290,792	\$ 415,100	\$ 424,200	\$ 497,400
510020	PT Salaries	29,950	36,114	54,200	54,200	58,400
510040	OT Pay	2,393	12,834	10,000	10,000	10,000
510050	PT OT Pay	93	-	3,000	3,000	3,000
510070	Acting Pay	-	1,222	-	-	-
512010	GASB68 Pension Adjustment	12,858	-	-	-	-
512310	Applied Benefits	436,000	579,966	579,300	585,400	248,700
512011	Benefits - AUL	-	-	-	-	199,300
512012	Benefits - Retiree Health Premium	-	-	-	-	73,000
512013	Benefits - OPEB Contribution	-	-	-	-	6,900
512014	Benefits - Replacement Benefits	-	-	-	-	3,400
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	14,500
512320	PT Applied Benefits	4,790	4,364	11,800	11,800	10,100
	Total Salaries and Benefits	763,414	925,291	1,073,400	1,088,600	1,124,800
521000	Supplies	777	787	5,000	5,000	5,000
542050	Contractual Services	150,592	110,933	644,000	644,000	344,000
544020	Intergovernmental Charges	125,000	125,000	125,000	125,000	125,000
591000	Overhead	375,581	386,263	536,700	536,700	562,400
592000	Equipment Usage	7,000	7,000	7,000	7,000	7,000
	Total Maintenance and Operations	658,950	629,983	1,317,700	1,317,700	1,043,400
	- Activity Total -	\$ 1,422,364	\$ 1,555,274	\$ 2,391,100	\$ 2,406,300	\$ 2,168,200

Backflow (50442501)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 89,333	\$ 88,191	\$ 127,600	\$ 127,600	\$ 161,300
510020	PT Salaries	623	819	3,000	3,000	3,600
510040	OT Pay	1,016	154	10,000	10,000	10,000
510050	PT OT Pay	-	-	500	500	500
512010	GASB68 Pension Adjustment	3,853	-	-	-	-
512310	Applied Benefits	146,150	154,611	190,900	190,900	83,700
512011	Benefits - AUL	-	-	-	-	76,300
512012	Benefits - Retiree Health Premium	-	-	-	-	21,100
512013	Benefits - OPEB Contribution	-	-	-	-	2,100
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	-
512112	Benefits - Worker's Compensation	-	-	-	-	4,700
512320	PT Applied Benefits	153	59	1,000	1,000	900
	Total Salaries and Benefits	241,128	243,835	333,000	333,000	364,200
521000	Supplies	18,579	14,295	20,000	20,000	45,000
540020	Training	1,250	-	5,000	5,000	5,000
542050	Contractual Services	2,556	2,596	5,000	5,000	12,000
544020	Intergovernmental Charges	-	-	1,200	1,200	1,200
591000	Overhead	119,313	105,083	166,500	166,500	182,100
592000	Equipment Usage	5,000	5,000	5,000	5,000	5,000
	Total Maintenance and Operations	146,698	126,974	202,700	202,700	250,300
	- Activity Total -	\$ 387,826	\$ 370,809	\$ 535,700	\$ 535,700	\$ 614,500

Distribution System Maintenance (50443001)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 308,806	\$ 338,724	\$ 472,300	\$ 472,300	\$ 570,800
510020	PT Salaries	3,162	557	7,500	7,500	9,100
510040	OT Pay	51,145	70,133	45,500	45,500	45,500
510050	PT OT Pay	309	-	3,000	3,000	3,000
510060	Standby Pay	17,670	18,438	20,000	20,000	20,000
512010	GASB68 Pension Adjustment	14,465	-	-	-	-
512310	Applied Benefits	519,548	648,523	691,100	691,100	314,900
512011	Benefits - AUL	-	-	-	-	236,100
512012	Benefits - Retiree Health Premium	-	-	-	-	92,600
512013	Benefits - OPEB Contribution	-	-	-	-	9,300
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	16,600
512320	PT Applied Benefits	796	40	2,600	2,600	2,200
	Total Salaries and Benefits	915,901	1,076,415	1,242,000	1,242,000	1,320,200
521000	Supplies	264,045	235,151	325,000	325,000	325,000
522015	Uniforms	-	6,493	-	-	-
534000	Telephone	5,304	6,522	-	-	-
540010	Memberships	-	-	-	-	2,500
540020	Training	3,865	324	2,500	2,500	4,500
542050	Contractual Services	66,760	201,677	477,000	477,000	500,000
591000	Overhead	456,615	468,571	621,000	621,000	660,100
592000	Equipment Usage	45,000	45,000	45,000	45,000	45,000
	Total Maintenance and Operations	841,589	963,738	1,470,500	1,470,500	1,537,100
	- Activity Total -	\$ 1,757,490	\$ 2,040,152	\$ 2,712,500	\$ 2,712,500	\$ 2,857,300

Production Facilities Maintenance (50443002)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
510010	Regular Salaries	\$ 200,058	\$ 179,879	\$ 248,500	\$ 248,500	\$ 304,800
510020	PT Salaries	316	-	-	-	-
510040	OT Pay	19,544	49,584	35,000	35,000	35,000
510050	PT OT Pay	-	72	200	200	200
512310	Applied Benefits	342,127	348,970	371,800	371,800	162,000
512011	Benefits - AUL	-	-	-	-	140,400
512012	Benefits - Retiree Health Premium	-	-	-	-	49,500
512013	Benefits - OPEB Contribution	-	-	-	-	5,000
512014	Benefits - Replacement Benefits	-	-	-	-	-
512015	Benefits - Pers 1959	-	-	-	-	100
512112	Benefits - Worker's Compensation	-	-	-	-	8,900
512320	PT Applied Benefits	(7)	-	-	-	-
	Total Salaries and Benefits	562,038	578,506	655,500	655,500	705,900
521000	Supplies	67,691	33,425	66,000	66,000	66,000
531000	Electricity	43,900	58,582	44,000	44,000	44,000
532000	Natural gas	23,330	16,803	24,000	24,000	24,000
533000	Water	5,905	5,084	8,000	8,000	8,000
534000	Telephone	5,645	7,640	6,000	6,000	6,000
540010	Memberships	-	-	-	-	2,500
540020	Training	-	-	4,500	4,500	4,500
542050	Contractual Services	54,931	81,204	242,000	242,000	242,000
542055	Landscaping	-	3,231	-	-	-
544020	Intergovernmental Charges	458	2,826	1,900	1,900	4,000
591000	Overhead	280,513	252,541	327,750	327,750	353,000
592000	Equipment Usage	25,000	25,000	25,000	25,000	25,000
	Total Maintenance and Operations	507,373	486,336	749,150	749,150	779,000
	- Activity Total -	\$ 1,069,411	\$ 1,064,841	\$ 1,404,650	\$ 1,404,650	\$ 1,484,900

Debt Service (50443500)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2025-26
542050	Contractual Services	\$ 9,719	\$ 6,625	\$ 10,000	\$ 10,000	\$ 10,000
581000	Principal	210,000	-	220,000	220,000	240,000
582000	Interest	303,849	287,232	266,000	266,000	260,700
	Total Maintenance and Operations	523,568	293,857	496,000	496,000	510,700
	- Activity Total -	\$ 523,568	\$ 293,857	\$ 496,000	\$ 496,000	\$ 510,700

Interfund Transfers (820000)

Activity Detail

Object No.	Description	Actual FY 2022-23	Actual FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25	Proposed FY 2024-25
820000	Transfer to General Fund	\$ 1,356,164	\$ 1,343,800	\$ 1,338,700	\$ 1,338,700	\$ -
	Total Maintenance and Operations	1,356,164	1,343,800	1,338,700	1,338,700	-
	- Activity Total -	\$ 1,356,164	\$ 1,343,800	\$ 1,338,700	\$ 1,338,700	\$ -

City of Santa Fe Springs
Fiscal Year 2025-2026 Salary Schedule
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JOB TITLE	BARGAINING UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Account Clerk	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Account Clerk Supervisor	SFSMCA	19	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48
Accountant	SFSMCA	22	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95
Administrative Assistant	SFSEA	9	4,524.09	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91
Administrative Services Officer	SFSMCA	40	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14	14,754.89
Aquatic Maintenance Worker	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Assistant City Manager	SFSEMA	54	17,104.97	17,618.11	18,146.66	18,691.06	19,251.79	19,829.34	20,424.22	21,036.95	21,668.06	22,318.10
Assistant Civil Engineer	SFSEA	20	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01
Assistant Director of Community Development	SFSMCA	39	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14
Assistant Director of Finance	SFSMCA	39	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14
Assistant Director of Police Services	SFSMCA	34	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99
Assistant Director of Public Works	SFSMCA	40	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14	14,754.89
Assistant Fire Chief	SFSFFA	46	13,502.82	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11
Assistant Planner	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Assistant Superintendent	SFSEA	33	9,196.55	9,472.44	9,756.62	10,049.32	10,350.80	10,661.32	10,981.16	11,310.59	11,649.91	11,999.41
Associate Civil Engineer	SFSEA	29	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62	10,049.32	10,350.80	10,661.32
Associate Planner	SFSEA	25	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44
Battalion Chief	SFSFFA	42	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47
Building Permit Technician	SFSEA	7	4,264.39	4,392.32	4,524.09	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06
Building Services Manager	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Business Liaison	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Capital Improvements Manager	SFSMCA	36	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53
City Clerk	SFSMCA	38	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90
Civil Engineering Assistant	SFSEA	23	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69
Civil Engineering Technician	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Code Enforcement Inspector	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14
Code Enforcement Manager	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Code Enforcement Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Community Services Manager	SFSMCA	34	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99
Community Services Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Deputy City Clerk	SFSMCA	21	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51
Deputy Fire Marshal	SFSFFA	33	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08
Director of Community Development	SFSEMA	47	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11	18,146.66
Director of Community Services	SFSEMA	46	13,502.82	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11

City of Santa Fe Springs
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JOB TITLE	BARGAINING UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Director of Economic Development	SFSEMA	47	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11	18,146.66
Director of Finance	SFSEMA	50	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11	18,146.66	18,691.06	19,251.79	19,829.34
Director of Parks and Recreation	SFSEMA	46	13,502.82	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11
Director of Police Services	SFSEMA	46	13,502.82	13,907.90	14,325.14	14,754.89	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11
Director of Public Works/City Engineer	SFSEMA	50	15,197.54	15,653.47	16,123.07	16,606.76	17,104.97	17,618.11	18,146.66	18,691.06	19,251.79	19,829.34
Economic Development Specialist	SFSMCA	26	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.61	9,754.72
Electrician	SFSEA	17	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63
Electrician Assistant	SFSEA	12	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27
Environmental Program Manager	SFSFFA	36	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53
Executive Assistant	SFSEA	15	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39
Facilities Maintenance Specialist	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Facilities Maintenance Supervisor	SFSEA	26	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62
Finance Analyst	SFSMCA	21	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51
Finance Manager	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Finance Technician	SFSMCA	16	5,562.98	5,729.87	5,901.77	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43
Fire Captain	SFSFFA	35	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70
Fire Chief	SFSEMA	52	16,123.07	16,606.76	17,104.97	17,618.11	18,146.66	18,691.06	19,251.79	19,829.34	20,424.22	21,036.95
Fire Engineer	SFSFFA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Fire Equipment Mechanic	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Fire Marshal	SFSFFA	36	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53
Fire/Environmental Safety Inspector	SFSFFA	24	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76
Fire/Environmental Safety Specialist	SFSFFA	33	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08
Firefighter	SFSFFA	25	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60
Firefighter Paramedic	SFSFFA	29	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25
Firefighter Paramedic Trainee	SFSFFA	27	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36
Fleet Maintenance Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Grants Analyst	SFSEA	25	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44
Grounds Maintenance Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Homelessness Services Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Housing Compliance Inspector	SFSFFA	17	5,729.87	5,901.77	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18
Housing Navigator	SFSEA	14	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10

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JOB TITLE	BARGAINING UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Human Resource Manager	SFSMCA	39	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14
Human Resources Analyst	SFSMCA	27	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36
Human Resources Specialist	SFSMCA	16	5,562.98	5,729.87	5,901.77	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43
Human Resources Technician	SFSMCA	14	5,243.64	5,400.95	5,562.98	5,729.87	5,901.77	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77
Information Technology Specialist	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14
Lead Account Clerk	SFSEA	14	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10
Lead Bus Driver	SFSEA	14	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10
Lead Facilities Maintenance Specialist	SFSEA	17	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63
Lead Public Safety Officer	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14
Lead Water Utility Worker	SFSEA	19	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02
Librarian I	SFSEA	19	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02
Librarian II	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14
Librarian II Technical Services	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14
Librarian III	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Library Services Manager	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Management Analyst	SFSEA	20	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01
Mechanic Assistant	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Mechanic I	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Mechanic II	SFSEA	20	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01
Media and Communication Specialist I	SFSEA	14	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10
Media and Communication Specialist II	SFSEA	17	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63
Parks & Recreation Maintenance Worker	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Parks and Recreation Services Manager	SFSMCA	32	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65
Parks and Recreation Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Payroll Specialist	SFSMCA	15	5,400.95	5,562.98	5,729.87	5,901.77	6,078.82	6,261.19	6,449.02	6,642.49	6,841.77	7,047.02
Principal Accountant	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Principal Civil Engineer	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Principal Planner	SFSMCA	32	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65
Procurement Manager	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Procurement Specialist	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Program Coordinator I	SFSEA	12	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27
Program Coordinator II	SFSEA	21	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14

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JOB TITLE	BARGAINING UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Public Information Officer	SFSMCA	23	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95
Public Safety Manager	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Public Safety Officer II	SFSEA	15	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39
Public Safety Officer Supervisor	SFSEA	26	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62
Public Safety Program Coordinator	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Public Works Inspector	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Public Works Maintenance Worker	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Public Works Manager	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Public Works Superintendent	SFSMCA	39	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14
Revenue & Budget Manager	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Risk Analyst	SFSMCA	27	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36
Senior Account Clerk	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Senior Accountant	SFSMCA	27	7,700.47	7,931.48	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36
Senior Administrative Analyst (PW)	SFSEA	28	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62	10,049.32	10,350.80
Senior Building Permit Technician	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Senior Bus Driver	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Senior Executive Assistant	SFSMCA	21	6,449.02	6,642.49	6,841.77	7,047.02	7,258.43	7,476.18	7,700.47	7,931.48	8,169.43	8,414.51
Senior Facilities Maintenance Specialist	SFSEA	15	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39
Senior Fire/Environmental Safety Inspector	SFSFFA	29	8,169.43	8,414.51	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25
Senior Human Resources Analyst	SFSMCA	31	8,666.95	8,926.95	9,194.76	9,470.60	9,754.72	10,047.36	10,348.79	10,659.25	10,979.03	11,308.40
Senior Management Analyst	SFSEA	25	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44
Senior Planner	SFSEA	29	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62	10,049.32	10,350.80	10,661.32
Senior Public Works Maintenance Worker	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Senior Social Services Case Manager	SFSEA	16	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84
Senior Water Utility Worker	SFSEA	15	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39
Social Services Case Manager	SFSEA	14	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10
Streets Maintenance Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Systems Analyst	SFSEA	26	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62
Technology Services Manager	SFSMCA	39	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82	13,907.90	14,325.14
Traffic Engineer	SFSEA	31	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62	10,049.32	10,350.80	10,661.32	10,981.16	11,310.59

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JOB TITLE	BARGAINING UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Traffic Signal and Lighting Assistant	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Traffic Signal and Lighting Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Traffic Signal and Lighting Technician I	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78
Traffic Signal and Lighting Technician II	SFSEA	18	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96
Transportation Supervisor	SFSEA	24	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55
Water Meter Reader	SFSEA	10	4,659.81	4,799.61	4,943.60	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00
Water Quality & Backflow Cross Connection Specialist	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Water Systems Operator	SFSEA	22	6,643.78	6,843.10	7,048.39	7,259.84	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63
Water Utility Manager	SFSMCA	37	10,348.79	10,659.25	10,979.03	11,308.40	11,647.65	11,997.08	12,356.99	12,727.70	13,109.53	13,502.82
Water Utility Supervisor	SFSEA	26	7,477.63	7,701.96	7,933.02	8,171.01	8,416.14	8,668.63	8,928.69	9,196.55	9,472.44	9,756.62
Water Utility Worker	SFSEA	13	5,091.91	5,244.66	5,402.00	5,564.06	5,730.98	5,902.91	6,080.00	6,262.40	6,450.27	6,643.78

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JOB TITLE	UNIT	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Administrative Clerk I	Hourly/Part-Time	9	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45
Administrative Intern	Hourly/Part-Time	1	*	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88
Aquatics Aide	Hourly/Part-Time	1	*	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88
Bus Driver	Hourly/Part-Time	8	19.68	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68
Code Enforcement Inspector	Hourly/Part-Time	15	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58
Community Resources Aide	Hourly/Part-Time	1	*	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88
Community Services Program Leader I	Hourly/Part-Time	3	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15
Community Services Program Leader II	Hourly/Part-Time	5	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15	22.81	23.50
Community Services Program Leader II (PTB)	Hourly/Part-Time	5	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15	22.81	23.50
Community Services Program Leader III	Hourly/Part-Time	10	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24
Computer Technician	Hourly/Part-Time	9	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45
Environmental Intern	Hourly/Part-Time	3	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15
Fire Department Aide	Hourly/Part-Time	2	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50
Heritage Park Ranger	Hourly/Part-Time	3	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15
Instructor Lifeguard I	Hourly/Part-Time	4	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50	22.15	22.81
Instructor Lifeguard II	Hourly/Part-Time	7	19.11	19.68	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93
Instructor Lifeguard III	Hourly/Part-Time	12	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90
Lead Recreation Instructor	Hourly/Part-Time	16	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53
Library Information Desk Assistant	Hourly/Part-Time	10	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24
Library Services Aide	Hourly/Part-Time	1	*	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88
Office Aide	Hourly/Part-Time	1	*	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88
Public Safety Officer	Hourly/Part-Time	16	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53
Public Works Aide	Hourly/Part-Time	2	*	16.97	17.48	18.01	18.55	19.11	19.68	20.27	20.88	21.50
Recreation Instructor	Hourly/Part-Time	6	18.55	19.11	19.68	20.27	20.88	21.50	22.15	22.81	23.50	24.20

*Effective 1/1/2025 Mininum Wage Increase Salary Adjustment

Fund	Grant Program	Purpose	Starting Fund Balance	Revenues (Grant Award)	Transfers to General Fund	Direct Charge M&O	Direct Charge Salary	Capital Projects	Ending Fund Balance
Street & Road Maintenance									
2401	Gas Tax	Street/Highway	657,353	539,008	200,000			996,361	-
2402	State Road Maint (SB1)	Street/Highway	117,363	508,301	-			508,301	117,363
Total			774,716	1,047,309	200,000	-	-	1,504,662	117,363
Transit Capital & Programs									
2410	Prop A	Transit Services	560,411	482,171	482,171			560,411	-
2415	Prop C	Street/Transportation	1,386,518	399,948	273,829			1,512,637	-
2420	Measure R	Street/Transportation	1,453,784	299,961	-			1,753,745	-
2427	Measure M	Street/Transportation	1,086,191	339,956	-			1,426,147	-
Total			4,486,904	1,522,036	756,000	-	-	5,252,940	-
Self-Funded Programs									
2428	Measure W	Storm Water Quality	5,591,303	-	-			5,591,303	-
2310	CDBG	Housing/Community Dev	-	131,146	-	111,446	19,700		-
2445	AQMD	Emission Reduction	174,090	22,000	-	22,000			174,090
7011	Heritage Springs Street	Street Maint. & Repairs	959,476	-	-				959,476
Total			6,724,869	153,146	-	133,446	19,700	5,591,303	1,133,566
Transfer to General Fund									
2510	Art in Public Places	Artwork Program	1,820,552	375,000	842,500			392,500	960,552
	Heritage Endowment		183,000						183,000
2426	Transportation Center	Transportation	41,005	-	-				41,005
2203	Supp Law Enforcement	Law Enforcement	4,513	100,000	100,000				4,513
2202	Public Safety Augmentation	Public Safety	-	220,000	220,000				-
2430	Lighting Maint District	Street Lighting	237,386	193,970	185,470				245,886
1040	Waste Management	Refuse Services	5,351,234	3,125,000	-	1,096,800	932,600		6,446,834
2210	Measure A (Homelessness)		-	554,419		254,419	300,000		-
Total			7,637,690	4,568,389	1,347,970	1,351,219	1,232,600	392,500	7,881,790
TOTAL			19,624,179	7,290,880	2,303,970	1,484,665	1,252,300	12,741,405	9,132,719

FOR ITEM NO. 14, PLEASE SEE ITEM NO. 20



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: Julio Morales, Director of Finance

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

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 5/31/2025

None

Outstanding principal at 5/31/2025

\$25,205,601

Bond Repayment

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

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

Page 2 of 3

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

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

Page 3 of 3

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

FOR ITEM NO. 16, PLEASE SEE ITEM NO. 20



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: Julio Morales, Director of Finance

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

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 5/31/2025	None
Outstanding principal at 5/31/2025	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 5/31/2025	None
Outstanding principal at 5/31/2025	\$175,000

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

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

Page 2 of 2

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

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

FOR ITEM NO. 18, PLEASE SEE ITEM NO. 20

FOR ITEM NO. 19, PLEASE SEE ITEM NO. 20



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: MINUTES OF THE MAY 20 AND 22, 2025 REGULAR AND SPECIAL CITY COUNCIL MEETINGS

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular Meeting of May 20, 2025
- Special Meeting of May 22, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

- A. May 20, 2025 Regular Meeting Minutes
- B. May 22, 2025 Special Meeting Minutes

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 20, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 5:03 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

There was no one wishing to speak during public comments

1. **CLOSED SESSION**

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Mayor Rounds recessed the meeting at 5:04 p.m.

Mayor Rounds reconvened the meeting at 6:03 p.m.

CLOSED SESSION REPORT

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

INVOCATION

Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the pledge of allegiance.

INTRODUCTIONS

1. Kris Lewis – L & G Goosehead Insurance
2. Carlos Gallardo – Farmers & Merchants Bank
3. Rick Landis – Santa Fe Springs Swap Meet
4. Kathie Fink – SFS Chamber CEO
5. Debbie Baker – Simpsons Advertising

PRESENTATIONS

2. **LAKE CENTER MIDDLE SCHOOL – 8TH GRADE WASHINGTON D.C. FIELDTRIP (CITY MANAGER)**
3. **RECOGNITION OF THE 2025 MEMORIAL SCHOLARSHIP PROGRAM RECIPIENTS (CITY MANAGER)**
4. **“BEST OF SFS” – MARY ARIAS (COMMUNITY SERVICES)**
5. **RECOGNITION OF 2025 ARTFEST SPONSORS (COMMUNITY SERVICES)**
6. **RECOGNITION OF SUPERHERO 5K SPONSORS (PARKS & RECREATION)**
7. **PROCLAMATION – MAY 18-24, 2025 AS NATIONAL PUBLIC WORKS WEEK (PUBLIC WORKS)**

CHANGES TO AGENDA

City Manager, René Bobadilla announced that staff would like to pull Item Nos. 15 and 17 from the consent calendar, to be brought back at a subsequent meeting. Council unanimously agreed to pull those items from the consent agenda.

PUBLIC COMMENTS

The following persons spoke during public comments: 1) Lee Squire.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

PUBLIC HEARING – NONE

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.

PUBLIC FINANCING AUTHORITY

8. **MINUTES OF THE APRIL 15, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

10. MINUTES OF THE APRIL 15, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

12. MINUTES OF THE APRIL 15, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

13. MINUTES OF THE APRIL 15, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

14. MINUTES OF THE APRIL 15 AND 22, 2025 REGULAR AND SPECIAL CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

16. CITYWIDE STREET SWEEPING AGREEMENT – SECOND AMENDMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Second Amendment to the Master Agreement with Nationwide Environmental Services (NES) for Citywide Street and Parking Lot Sweeping Services; and
- 2) Authorize the Mayor to execute the Second Amendment to the Master Agreement; and
- 3) Take such additional, related action that may be desirable.

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order Nos. 1 to 19 to the contract with RAMCO General Engineering Contractors, Inc. for various unforeseen conditions and additional work in an aggregate amount of \$372,440; and
- 2) Authorize the City Manager to execute Change Order No. 20 to the contract with RAMCO General Engineering Contractors, Inc. in the amount of \$145,956 for a kitchen remodel at Fire Station No. 1 (Headquarters); and
- 3) Appropriate an additional \$450,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and
- 4) Authorize the City Manager to amend the existing Purchase Order with Willscot to extend the lease on temporary Fire Administration Trailers in addition to executing a new Purchase Order for a Shower Trailer in the total aggregate amount of \$75,000: and
- 5) Take such additional, related action that may be desirable.

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Ordinance No. 1159:

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

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

20. AUTHORIZE BID AWARD FOR AS-NEEDED TEMPORARY FENCING AND BARRIERS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
- 2) Authorize the City Manager to take any further necessary actions regarding this matter.

21. AUTHORIZE BID AWARD FOR AS-NEEDED PORTABLE RESTROOMS AND WASHING STATIONS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize awarding an agreement to United Site Services of California (United) in the not-to-exceed amount of \$60,000 per fiscal year through March 31, 2028; and
- 2) Authorize the City Manager to take any further necessary actions regarding this matter.

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

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a sole-source agreement with Phoenix Decorating Company (Phoenix) for the design and construction of the City's Rose Parade floats for calendar years 2026, 2027, and 2028; and
- 2) Authorize the City Manager to execute the agreement and any subsequent amendments, subject to approval by the City Attorney as to form; and
- 3) Take such additional, related, action that may be desirable.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve the consent calendar with staff's recommendations, by the following vote:

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez reported attending the Annual Municipal Seminar in Indian Wells, CA and ICSC in Las Vegas. Certain topics discussed at each event included mental health, homelessness, and incarceration rates. She thanked staff for the great Artfest and Superhero 5k events.

Councilmember Martin also reported attending Annual Municipal Seminar in Indian Wells, CA and ICSC in Las Vegas. She highlighted mental health awareness month and wished everyone a Happy Memorial Day.

Councilmember Mora also spoke about attending ICSC in Las Vegas. He talked about the Superhero 5K and also commended Whittier PD for law enforcement week. He wished everyone in attendance a Happy Memorial Day.

Mayor Pro Tem Zamora reported attending a SCAG meeting, Annual Municipal Seminar in Indian Wells, CA and ICSC in Las Vegas. He congratulated resident Mary Arias on her acknowledgement.

Mayor Rounds also attended Annual Municipal Seminar in Indian Wells, CA and ICSC in Las Vegas. He recognized Councilmember Martin on her individual award.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:56 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

May 22, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 4:31 p.m.

ROLL CALL

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

Members absent: None

PUBLIC COMMENTS

There was no one wishing to speak during public comments.

CLOSED SESSION

1. **CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Section 54956.8)

Property: APNs: 8177-029-908, 8177-029-903, 8177-029-905, and 8177-029-005

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiation parties: Kenneth G. Spiker, Spiker Rendon Consulting, Inc.

Under negotiation: Price and terms of payment as relates to interests in real property.

2. **CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS: Two Matters

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager

Employee organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Management and Confidential Employees' Association

3. **CLOSED SESSION**

CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION: Three Matters

(Pursuant to California Government Code Sections 54956.9(d)(2) and 54569(e)(1))

4. **CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to California Government Code Section 54957)

TITLE: City Manager Evaluation

5. **CLOSED SESSION**
CONFERENCE WITH LABOR NEGOTIATOR
(Pursuant to California Government Code Section 54957.6)
City Representative: City Attorney
Unrepresented Employee: City Manager

Mayor Rounds recessed the meetings at 4:33 p.m.

Mayor Rounds reconvened the meetings at 6:09 p.m.

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

CITY COUNCIL

7. **STUDY SESSION**
FY 2025-2026 BUDGET WORKSHOP #2 – DEPARTMENT PRESENTATIONS

City Manager, René Bobadilla provided a brief outline of the evenings talking points. He said that while the economy is good, there are a few indicators that may provide uncertainty. However, he anticipates that everything will remain stable and predictable.

Director of Finance, Julio Morales spoke about the last fiscal year results. He talked about the budget vs actual revenues. Overall, the last year was great, and the goal is to maintain similar expenditure levels. He said that the City is in a strong financial position, there are reserves, and there is some room for flexibility. He attempted to predict what the future will bring with some of the factors currently in play, such as the effect of tariffs, inflation expectations, etc. He dissected the main sources of revenue, including intergovernmental charges such as doing work for other cities. Mayor Pro Tem Zamora inquired about subsidizing work for other cities, specifically with street light maintenance. Director of Public Works, James Enriquez provided information on the details of those contracts, and how the City is reimbursed. City Manager Bobadilla said that he will have Director Morales do a study to address these issues. Director Morales says that he feels comfortable with the proposed budget estimates. He anticipates that for the next fiscal year, the operating budget will be approximately \$95,435,775.

Assistant City Manager, Nicholas Razo detailed the different divisions in the City Manager's Office. He talked about the detailing regarding Community Organization support, and City Manager talked about attempting to negotiate the price of the contributions to the Santa Fe Springs Chamber of Commerce. City Manager Bobadilla stated that he would like to use the City's non-profit account to fund some of these community organization contributions. Council deliberated the amounts of certain items such as \$10,000 to SEAACA and \$10,000 to the Little Lake Educational Foundation, \$5,000 of which will be contributed by the City's non-profit. Council discussed allocating more to Burn Quest and the Lake Center Middle School Washington D.C. Trip. City Manager Bobadilla announced that the items will be brought back for City Council approval.

Director of Police Services, Arlene Salazar detailed her requested positions and items for the next fiscal year. She detailed that one of the requested positions for Program Coordinator would assist in working with local schools and that the volunteer program will return.

Fire Chief, Chad Van Meeteren detailed his requested budget. He said that the additional EMS team would be headquartered at Fire HQ. Should council approve the additional EMS team, it would take approximately 18 months to be fully operable.

Director of Community Development, Cuong Nguyen detailed his department's requested budget. He would like to add two positions and remove two positions.

Director of Public Works, James Enriquez detailed his department for the next fiscal year. He is recommending an increase in contracted services, operations and maintenance. His department will be working with Finance staff to look at other funding sources to avoid using the general fund money.

Director of Community Services, Maricela Balderas detailed her budget. She highlighted an 18.6% increase in her budget from last year. She also talked about one-time costs for Café Libro Equipment and the Children's Reference Desk Refresh at the city library.

Director of Parks and Recreation, Gus Hernandez detailed his budget. He highlighted one item that needs Council direction, which is a joint use agreement with Little Lake City School District and the approval to waive the fees associated with use of certain parks within the district. Council agreed to waive the annual fees associated with the agreement. Additionally, he requested direction to approve a \$435,000 item to replace the flooring and add shade to the Lakeview Park playground. Council gave direction to staff to conduct an analysis of the quoted price to see if the amount is accurate. Lastly, he asked for direction to remove a trailer that is currently under maintenance for Options for Learning. Council unanimously agreed to remove the trailer.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:23 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **MEASURE SFS COMMERCIAL STREETS IMPROVEMENT PROGRAM
ON-CALL PROFESSIONAL DESIGN SERVICES – AWARD OF
CONTRACT**

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize the City Manager to execute a master Professional Services Agreement for on-call engineering design services with the following consultants: 1) Mark Thomas & Company, Inc.; 2) NV5; Inc. and 3) Dewberry Engineers, Inc., each for a maximum aggregate fee not to-exceed \$1.5 million; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

In the November 2024 election, voters approved Measure SFS to address the urgent need for improved road infrastructure in Santa Fe Springs. This measure is expected to generate over \$6 million annually, specifically designated for repairing deteriorating roads. To accelerate project delivery for the Program, the City issued bonds totaling up to \$30 million to cover construction and soft costs. The recommended engineering design services are included within these soft costs and will be paid using bond proceeds.

The recommended master agreements will be for a term of three years with an option for a one-year extension. The maximum aggregate not-to-exceed fee per agreement is \$1.5 million and will be executed in negotiated task orders for individual projects. The task order amounts will be reported as part of the overall project budget approval at the various phases of the project delivery process that require City Council action.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Measure SFS Commercial Streets Improvement Program On-Call Professional Design Services – Award of Contract

Page 2 of 3

BACKGROUND

The Measure SFS Street Improvement Program aims to rehabilitate deteriorating street pavement throughout the city. The streets are prioritized based on pavement condition rankings. The accelerated projects funded through the bond program targets some of the streets showing the highest degree of pavement deterioration.

On April 7, 2025, the Director of Public Works issued a Request for Proposals (RFP) (Attachment A) from qualified engineering firms (consultants) to provide On-Call Professional Engineering Services for designing commercial streets that are part of the Measure SFS program. The selected consultants will work closely with the Public Works/Engineering Division staff to deliver design services on a task order basis for each specific street project.

On April 24, 2025, a total of seven proposals were received. A three-member evaluation team from the Engineering Division reviewed each proposal and ranked the consultants based on the criteria outlined in the Request for Proposals. The evaluation criteria included the firm's project management experience, relevant project experience, qualifications of the project design team, understanding of the scope of work, and relevant project references. The top three firms were selected.

ANALYSIS

After evaluating the proposals, the evaluation team recommends awarding contracts to three consulting firms, each scoring the highest on average among the evaluators.

The recommended engineering consulting firms are as follows:

1. Mark Thomas and Company, Inc.
2. NV5, Inc.
3. Dewberry Engineers, Inc.

The proposals submitted to the city and the evaluation score sheets are on file with the Public Works Department.

ENVIRONMENTAL

Not applicable.

DISCUSSION

Engaging three consulting firms will expedite the design and construction process for each street. The Measure SFS Commercial Streets Improvement Program aims to extend the lifespan of the current street pavements and hardscapes. Additionally, this program will help lower maintenance repair costs.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Measure SFS Commercial Streets Improvement Program On-Call Professional Design Services – Award of Contract

Page 3 of 3

SUMMARY/NEXT STEPS

Upon the approval of the recommended actions by the City Council, staff will set up a contract with each of the selected consulting firms. Once the master agreements have been executed, staff will request quotes from each firm and coordinate approval of task orders in accordance with the Santa Fe Springs Municipal Code.

ATTACHMENTS:

- A. On-Call Professional Engineering Services RFP
- B. Professional Services Agreement (Mark Thomas and Company, Inc.)
- C. Professional Services Agreement (NV5)
- D. Professional Services Agreement (Dewberry Engineers, Inc.)

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

CITY OF SANTA FE SPRINGS



MEASURE SFS COMMERCIAL STREETS IMPROVEMENT PROJECT DESIGN SERVICES

REQUEST FOR PROPOSALS

***Deadline for Submission:
April 24, 2025 – 2:00 PM***

DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

**James Enriquez, P.E.,
Director of Public Works / City Engineer
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 868-0511
jamesenriquez@santafesprings.gov**

REQUEST FOR PROPOSALS

MEASURE SFS COMMERCIAL STREETS IMPROVEMENT PROJECT PROFESSIONAL ENGINEERING DESIGN SERVICES

The City of Santa Fe Springs (AGENCY) is requesting Request for Proposals (RFP) from qualified Engineering firms (Consultant) to provide On-Call Professional Engineering Design Services for the Measure SFS Commercial Streets Improvement Program. The City desires to establish a bench of selected consultants to provide design services for the entire program.

Consultant will provide professional engineering services in support of and in close coordination with the Public Works/Engineering Division staff.

It is the intent of the AGENCY to enter into a Professional Services Agreement with multiple Consultants for these services. The term of the Professional Services Agreement will be for three (3) years.

The AGENCY invites proposals from professional engineering firms and will receive such proposals electronically ONLY thru PlanetBids at <https://vendors.planetbids.com/portal/65093/portal-home> **no later than 2 PM PDT on Thursday, April 24, 2025.** The bid results will be available for viewing on PlanetBids shortly after the closing date.

The AGENCY reserves the right to reject any or all Proposals, to waive any irregularity in any Proposal received, and to be the sole judge of the merits of the Proposal received, and to take all Proposals under advisement for a period of 60 days. The AGENCY will enter into a Professional Services Agreement with Consultant whose Proposal best meets the requirements of the Scope of Work as determined by the AGENCY. The Proposal submitted by the selected Consultant shall be incorporated as part of the respective Professional Services Agreement.

All questions regarding this RFP must be submitted in writing via the City's PlanetBids Portal. To submit questions regarding this RFP, please visit the City's PlanetBids, locate the associated solicitation, and click the "Q&A" tab. Responses to questions will be posted in an Addendum shortly after the period for receiving questions has passed.

INSTRUCTIONS REQUEST FOR PROPOSALS

1. PROPOSED SCHEDULE

DESCRIPTION

DATE/TIME

Request for Proposals Released

Thursday, April 3, 2025

Deadline to Submit Questions

Thursday, April 17, 2025 – 2:00 PM

Deadline to Receive Proposals

Thursday, April 24, 2025 – 2:00 PM

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this project.

3. SUBMISSION OF PROPOSALS

All Consultants for this solicitation must register on PlanetBids at <https://vendors.planetbids.com/portal/65093/portal-home>. Only those Consultants registered for this solicitation through the City's website will receive automatic notifications when any update to this solicitation is made. The City does not have an obligation to notify any Consultant other than through the PlanetBids notification system. To be considered, the City must receive the proposal electronically ONLY thru PlanetBids at <https://vendors.planetbids.com/portal/65093/portal-home> by no later than **2 PM PDT on Thursday, April 24, 2025**.

RFP and amendments to the RFP, received after the date and time specified above will not be accepted.

4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting a Proposal, Consultant is deemed to have knowledge and notice of all information pertaining to this RFP.**

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made via PlanetBids at the link above. Addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting Agreement. The AGENCY will not be bound to any modifications to, or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

All questions and requests for clarification regarding this RFP must be submitted via the City's PlanetBids Portal by **no later than by 2:00 p.m. on Thursday April 17, 2025**. To

submit questions regarding this RFP, please visit the City's PlanetBids, locate the associated solicitation, and click the "Q&A" tab. Responses to questions will be posted in an Addendum shortly after the period for receiving questions has passed. **Requests for clarifications, questions and comments received after 2:00 p.m. on Thursday April 17, 2025, will not be responded to.**

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments

7. COST OF RFP PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit a Proposal in response to this RFP or by any Consultant that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Consultants in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of a Professional Services Agreement

The AGENCY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

8. CONFLICT OF INTEREST

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

9. KEY PERSONNEL

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Consultant must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Consultant may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

10. BASIS FOR AWARD OF CONTRACT

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the Consultant whose Proposal best meets the requirements of the Scope of Work as determined by the AGENCY. The Proposal submitted by Consultant shall be incorporated as part of the respective Professional Services Agreement. City reserves the right to select more than one firm to provide Measure SFS Design Services. The City anticipates awarding multiple consultants an award of contract.

11. TERM OF AGREEMENT

It is the AGENCY's intent to enter into a Professional Services Agreement (sample attached to this RFP) with the selected Consultants for a three (3) year term with an optional one (1) year for extension.

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. For each approved project quote, the consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked. Compensation will be based on the Schedule of Hourly rates.

12. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-

responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to James Enriquez, Director of Public Works / City Engineer, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims more than twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide on-call engineering and professional consulting services.
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.

- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current workload; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a Professional Services Agreement with a Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Consultant plans on using subcontractors, then company profile, name, address, and telephone for all subcontractors providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a description of services to be provided by subcontractors. Describe the Consultant's business and reporting relationship with any subcontractors. Include references and resumes for all third-party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Consultant understands the Scope of Work. More specifically, the Proposal should include the Consultant's general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish Measure SFS Design services requests by AGENCY.

F. Client References

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports,

charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the Proposal and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

H. Schedule of Hourly Rates

The Proposal shall include a Schedule of Hourly Rates that identifies the job titles of all personnel to be assigned to the AGENCY projects. Hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Schedule of Hourly Rates shall remain fixed for the term of the Professional Services Agreement.

13. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

The Proposal will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Consultant may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

1. Completeness of Proposal.
2. Consultant and key personnel's experience in performing similar work.
3. Consultant and key personnel's record in accomplishing work assignment for projects.
4. Consultant's demonstrated understanding of the Scope of Work.
5. Quality of work previously performed by the firm as verified by reference checks.
6. Relevant project experience.
7. Schedule of Hourly Rates.

C. EVALUATION PROCESS

After evaluating all Proposals received, the AGENCY will rank the firms, and the most qualified firms will be invited to an interview, if necessary, with the AGENCY evaluation committee.

D. INTERVIEW

For the interview, if necessary, the Consultant should have available the project manager and key personnel to discuss the following:

1. Major elements of the Proposal
2. Description of related experience for Consultant
3. Description of related experience for key personnel

E. FINAL SELECTION

The final selection will be the Consultants which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing Measure SFS Design Services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the Proposals received.

F. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

14. INSURANCE REQUIREMENTS

Prior to executing a Professional Services Agreement, the Consultant will be required to submit to the City the required insurance certificates.

The Consultant shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit

of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

15. RIGHTS OF THE AGENCY

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any, and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in any Proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to request or obtain additional information about any, and all Proposals.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Consultant.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule.
- The right to disqualify any Consultant on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Consultant and to negotiate with other Consultants who are deemed qualified.
- Although cost is an important factor in deciding which Consultant will be selected, it is only one of the criteria used to evaluate Proposals. The AGENCY reserves the absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.
- The AGENCY reserves the right to reject any or all Proposals or to make no award at all, to determine whether any alternate Proposals are equal to the specifications and general requirements, and to accept Proposals with minor variations from the RFP and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Consultant and the AGENCY

makes no representations that any Professional Services Agreement will be awarded to any Consultant that responds to this RFP. Proposals received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the Proposal evaluation process. Submitted Proposals are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, it shall be noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the AGENCY.

16. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any Proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations is successfully concluded.

SCOPE OF SERVICES

REQUEST FOR PROPOSALS

MEASURE SFS

COMMERCIAL STREETS IMPROVEMENT PROJECT DESIGN SERVICES

Consultant must be well versed in all aspects of design/engineering/surveying and administration including, but not limited to project controls (estimating, cost and schedule), planning, quality assurance/quality control (QA/QC), change control and risk management. Knowledge and understanding of the latest version of American Public Works Association's Green Book, Construction Specification Institute Codes, as well as the standard plans and specifications of Caltrans and the City of Santa Fe Springs.

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

1. Preparation of plan, specifications and estimate (PS&E) package for pavement rehabilitation of several City streets shown in attached Exhibit A. The street list in Exhibit A will be divided into clusters and the City will select multiple Consultants to perform the design of these clusters in separate design packages.
2. The work shall include full depth pavement reconstruction or Grind and Overlay of all the streets listed in Exhibit A in accordance with the recommended pavement sections provided by the City's pavement engineer. Improvements shall also include all necessary ADA upgrades for access ramps, sidewalks, cross-gutters and driveways.
3. Obtain all necessary utility information, as-built plans and surveying of the existing street improvements that are necessary to prepare a complete RS&E package.
4. Utility information shall include vertical and lateral locations of underground infrastructure. The use of Ground Penetrating Radar (GPR) is highly recommended.
5. Submit PS&E package to the City for review at 30%, 60% and Draft Final completion, and address any City comments within a two (2) week turn around.
6. Provide high resolution aerial imagery including overlaying the 60% and Draft Final design.
7. Participate in design review meetings.
8. Prepare project specifications and special provisions
9. Prepare construction cost estimates to be submitted at 60% and Draft Final submittals.
10. Provide engineering support during bidding and construction for RFI's.

2025

PROFESSIONAL SERVICES AGREEMENT

(Engagement: ON-CALL PROFESSIONAL DESIGN SERVICES FOR MEASURE SFS
COMMERCIAL STREETS IMPROVEMENT PROGRAM)

(Parties: MARK THOMAS, & COMPANY, INC. and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of June 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and MARK THOMAS, & COMPANY, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires ON-CALL PROFESSIONAL DESIGN AND ENGINEERING SERVICES; and

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

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of June 17, 2025, under Agenda Item No. _____.

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

I.**ENGAGEMENT TERMS**

1.1 **TERM:** This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for one (1) year at the sole option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 **SCOPE OF SERVICES:**

A. Subject to the terms and conditions of this Agreement, CONSULTANT

agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written task order(s) issued by the City Representative (each such written request hereinafter referred to as a "Task Order"). Each Task Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Task Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Task Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall be compensated for Services performed in accordance with the "RATE SCHEDULE" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed

amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates James Enriquez (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Pat Somerville to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this

Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

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

performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY.

CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

less than Two Million Dollars (\$2,000,000.00) per claim.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section 14 (Insurance Requirements) of the CITY RFP.

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

IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 The duty to indemnify, defend and hold harmless as set forth under this Article shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence,

recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees

to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events

of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT’s and/or its employees’ disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate

and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

MARK THOMAS & CO., INC.
515 S. FLOWER STREET
LOS ANGELES, CA 90071
Attn: PAT SOMERVILLE, PE
ASSOCIATE PRINCIPAL AND
DIVISION MANAGER
Phone: (213) 592-1570

CITY:

CITY OF SANTA FE SPRINGS
PUBLIC WORKS ENGINEERING
11710 E TELEGRAPH ROAD
PHONE: (562) 868-0511
Attn: JAMES ENRIQUEZ, P.E.
DIRECTOR OF PUBLIC WORKS

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating

to insurance requirements and indemnification.

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

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any

statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA FE SPRINGS:

MARK THOMAS & CO., INC.

By: _____
René Bobadilla, City Manager

By: _____
Pat Somerville

Date: _____

Name _____
Pat Somerville

Title: _____
Assoc. Principal & Div. Mgr.

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

2025

PROFESSIONAL SERVICES AGREEMENT

(Engagement: ON-CALL PROFESSIONAL DESIGN SERVICES FOR MEASURE SFS
COMMERCIAL STREETS IMPROVEMENT PROGRAM)

(Parties: NV5, INC. and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of June 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and NV5, Inc. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires ON-CALL PROFESSIONAL DESIGN AND ENGINEERING SERVICES; and

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

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of June 17, 2025, under Agenda Item No. _____.

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

I.**ENGAGEMENT TERMS**

1.1 **TERM:** This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for one (1) year at the sole option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 **SCOPE OF SERVICES:**

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

for Proposals of CITY entitled “ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT” (hereinafter, “CITY RFP”) and the written proposal of CONSULTANT entitled “MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT DESIGN SERVICES” (hereinafter, the “CONSULTANT Proposal”). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Services” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Services” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written task order(s) issued by the City Representative (each such written request hereinafter referred to as a “Task Order”). Each Task Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Task Order request from the City

Representative, containing the information set forth in Section 1.3(A), above;

- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Task Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall be compensated for Services performed in accordance with the "SCHEDULE OF HOURLY RATES" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates James Enriquez (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Jefferey M. Cooper to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their

discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

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

performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have

no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the

Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section 14 (Insurance Requirements) of the CITY RFP.
- 3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.9 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 The duty to indemnify, defend and hold harmless as set forth under this Article shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of

CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for

any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure

the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

NV5, INC.
133 TECHNOLOGY DRIVE
IRVINE, CA 92618
Attn: JEFFEREY M. COOPER, PE
EVP, CHIEF OPERATING OFFICER
Phone: (949) 585-0477

CITY:

CITY OF SANTA FE SPRINGS
PUBLIC WORKS ENGINEERING
11710 E TELEGRAPH ROAD
PHONE: (562) 868-0511
Attn: JAMES ENRIQUEZ, P.E.
DIRECTOR OF PUBLIC WORKS

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects

worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires

that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section

6.16, above.

- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA FE SPRINGS:

N|V|5, INC.

By: René Bobadilla, City Manager

By: Jeffrey M. Cooper

Date: _____

Name Jeffrey M. Cooper, PE

Title: EVP, Chief Operating Officer

Date: _____

By: René Bobadilla, City Manager

By: _____

Date: _____

Name _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

Contract No. [insert contract number]

2025

PROFESSIONAL SERVICES AGREEMENT

(Engagement: ON-CALL PROFESSIONAL DESIGN SERVICES FOR MEASURE SFS
COMMERCIAL STREETS IMPROVEMENT PROGRAM)

(Parties: DEWBERRY ENGINEERS, INC. and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of June 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and DEWBERRY ENGINEERS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires ON-CALL PROFESSIONAL DESIGN AND ENGINEERING SERVICES; and

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

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of June 17, 2025, under Agenda Item No. _____.

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

I.

ENGAGEMENT TERMS

1.1 **TERM:** This Agreement shall have a term of three (3) years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for one (1) year at the sole option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 **SCOPE OF SERVICES:**

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

for Proposals of CITY entitled “ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT” (hereinafter, “CITY RFP”) and the written proposal of CONSULTANT entitled “MEASURE SFS COMMERCIAL STREET IMPROVEMENT PROJECT DESIGN SERVICES” (hereinafter, the “CONSULTANT Proposal”). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Services” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Services” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written task order(s) issued by the City Representative (each such written request hereinafter referred to as a “Task Order”). Each Task Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Task Order request from the City

Representative, containing the information set forth in Section 1.3(A), above;

- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Task Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall be compensated for Services performed in accordance with the "RATE SCHEDULE" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates James Enriquez (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Rita Montalvo to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their

discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

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

performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have

no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the

Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section 14 (Insurance Requirements) of the CITY RFP.
- 3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.9 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 The duty to indemnify, defend and hold harmless as set forth under this Article shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of

CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for

any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure

the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

DEWBERRY ENGINEERS, INC.
100 OCEANGATE, SUITE 400
LONG BEACH, CA 908024346
Attn: Rita Montalvo, P.E.
Phone: (562) 350-0570

CITY:

CITY OF SANTA FE SPRINGS
PUBLIC WORKS ENGINEERING
11710 E TELEGRAPH ROAD
PHONE: (562) 868-0511
Attn: JAMES ENRIQUEZ, P.E.
DIRECTOR OF PUBLIC WORKS

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects

worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires

that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section

6.16, above.

- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA FE SPRINGS:

DEWBERRY ENGINEERS, INC.

By: _____
René Bobadilla, City Manager

By: _____

Date: _____

Name _____

Title: _____

Date: _____

By: _____

Name _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

Contract No. [insert contract number]



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9959 AND RESOLUTION NO. 9960**

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9959 approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- 2) Adopt Resolution No. 9960 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive), and setting the public hearing for the Council meeting of July 1, 2025, at 6:00 p.m.; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Assessment District has a positive financial impact on the City because a benefit assessment district is used to fund the street maintenance costs attributable to such developments.

BACKGROUND

The Heritage Springs Assessment District (Assessment District) No. 2001-1 was formed on June 28, 2001, pursuant to the provisions of the Municipal Improvement Act of 1913, Division 12. A map of the Assessment District is shown in the Boundary Map (Attachment D).

The District included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing or street

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

– Adoption of Resolution No. 9959 and Resolution No. 9960

Page 2 of 2

reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the initial development. Staff inspects the condition of the streets regularly to determine when improvements are needed. According to the City's Pavement Assessment from 2021, the existing status of the street is in "Good to Fair" condition. Hawkins Street and Palm Drive were last slurry sealed in December 2017.

At their meeting of April 1, 2025, the City Council approved Resolution No. 9949 ordering the preparation of the Engineer's Report for Fiscal Year 2025/26.

ANALYSIS

A copy of the Engineer's Report for the Assessment District No. 2001-1 (Attachment A) is attached for City Council review and approval. Resolution No. 9959 (Attachment B) approves the Annual Engineer's Report.

Resolution No. 9960 (Attachment C) declares the City's Intention to Levy Annual Assessments in the Heritage Springs Assessment District and sets the public hearing date for July 1, 2025, at 6:00 p.m.

ENVIRONMENTAL

Not applicable.

DISCUSSION

None

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will work with the City's consultant to complete the annual assessment district update process and file with the County Assessor for inclusion in the Tax Roll, pending the outcome of the public hearing.

ATTACHMENTS:

- A. Engineer's Report
- B. Resolution No. 9959
- C. Resolution No. 9960
- D. Boundary Map

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



CITY OF SANTA FE SPRINGS

ENGINEER'S REPORT

HERITAGE SPRINGS ASSESSMENT

DISTRICT NO. 2001-1

FISCAL YEAR 2025-26

LOS ANGELES COUNTY, CALIFORNIA

June 3, 2025

PREPARED BY



Harris & Associates

101 Progress, Suite 250

Irvine, CA 92618

www.weareharris.com

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ENGINEER'S CERTIFICATION

AGENCY: THE CITY OF SANTA FE SPRINGS

PROJECT: HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1

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

ENGINEER'S REPORT FOR FISCAL YEAR 2025–26

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

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

HERITAGE SPRINGS ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

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

PART I

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

PART II

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

PART III

Assessment Roll: The assessment by parcel.

PART IV

Method of Assessments: The way the assessment is apportioned.

Appendix

Appendix A – Assessment Diagram

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

DATED: June 3, 2025

 **Harris & Associates**



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

PART I – DESCRIPTION OF IMPROVEMENTS

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

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

Pavement and Appurtenant Facilities

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

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

PART II – COST ESTIMATE

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

Street Maintenance Cost Estimate

In 2001 \$'s:

Slurry Seal @ 5 and 15 years:

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

Street Rehab @ 10 years:

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

Street Reconstruct @ 20 years:

20 years	\$5.00 / SF x	100,000 SF =	\$500,000

Total est. 20 year Maintenance Strategy:	\$690,000
round up to:	\$700,000

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

Conversion to 2025 \$'s:

ENR Construction Cost Index Increase

June 2001 - 2025*	118.40%
2025 cost per SF:	\$0.7644

Hawkins Street & Palm Drive Improvements SF =	66,680

Annual Cost for Fiscal Year 2025-26 =	\$50,970

Maintenance Fund Capital Reserve Balance =	\$955,512
(fund balance estimated as of July 1, 2025)	

* Cost Conversion through April 2025 due to timing of report.

PART III – ASSESSMENT ROLL

In addition to the maintenance assessment discussed in Part I and Part II (highlighted in the table below), the parcels within the District are also subject to paying debt service on limited obligation improvement bonds issued in 2001. The total proposed assessment for Fiscal Year 2025-26 and the amount of the total proposed assessment apportioned to each lot or parcel within the District is a combination of the maintenance assessment and debt service, as shown on the latest assessment roll at the Los Angeles County Assessor's Office, are shown below.

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

Asmt No.	Assessor's Parcel Number	Fiscal Year 2025-26 Maint. Asmt.	Fiscal Year 2025-26 Debt Service	Total County Submittal for FY 2025-26
1	8005-015-037	\$10,912.68	\$36,797.75	\$47,710.43
2	8005-015-038	\$9,985.53	\$33,671.69	\$43,657.22
3	8005-015-039	\$4,094.42	\$13,807.23	\$17,901.65
4	8005-015-040	\$3,322.22	\$11,202.13	\$14,524.35
5	8005-015-041	\$3,148.42	\$10,616.03	\$13,764.45
6	8005-015-042	\$2,800.80	\$9,443.67	\$12,244.47
7	8005-015-043	\$2,182.54	\$7,359.52	\$9,542.06
8	8005-015-044	\$5,659.20	\$19,082.77	\$24,741.97
9	8005-015-045	\$8,865.21	\$29,894.21	\$38,759.42
10	8005-015-910	\$0.00	\$0.00	\$0.00
		\$50,971.02	\$171,875.00	\$222,846.02

PART IV - METHOD OF APPORTIONMENT

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

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

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

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

The annual maintenance assessment for Fiscal Year 2025-26, as shown in Part II of this Report, is apportioned on a percentage basis using the Benefit Percentages, as shown below:

Asmt No.	Assessor's Parcel Number	Net Acreage	Benefit Percentage	Fiscal Year 2025-26 Maint. Asmt.
1	8005-015-037	5.65	21.410%	\$10,912.68
2	8005-015-038	5.17	19.591%	\$9,985.53
3	8005-015-039	2.12	8.033%	\$4,094.42
4	8005-015-040	1.72	6.518%	\$3,322.22
5	8005-015-041	1.63	6.177%	\$3,148.42
6	8005-015-042	1.45	5.495%	\$2,800.80
7	8005-015-043	1.13	4.282%	\$2,182.54
8	8005-015-044	2.93	11.103%	\$5,659.20
9	8005-015-045	4.59	17.393%	\$8,865.21
10	8005-015-910	0.00	0.000%	\$0.00
		26.39	100.00%	\$50,971.02

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

APPENDIX A – ASSESSMENT DIAGRAM

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

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for Fiscal Year 2025-26. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

RESOLUTION NO. 9959**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR ANNUAL LEVY OF ASSESSMENTS FOR THE HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR FISCAL YEAR 2025/2026**

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

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA, pursuant to the provisions of Division 12 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's "Report" for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as

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

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 12 of the Streets and Highways Code and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said "Report."

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

SECTION 2. That the "Report" as presented, consisting of the following:

- A. Estimate of costs;
- B. Diagram of the District;
- C. Assessment of the estimated cost

Is hereby approved; and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

APPROVED and ADOPTED this 17TH day of June 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk

RESOLUTION NO. 9960

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

PUBLIC INTEREST

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

REPORT

- SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2025/2026 is hereby approved and is directed to be filed in the Office of the City Clerk.
- SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the Assessment District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

DESCRIPTION OF MAINTENANCE

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

COUNTY AUDITOR

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

SPECIAL FUND

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

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

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

BOUNDARIES OF THE DISTRICT

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

PUBLIC HEARING

- SECTION 9. NOTICE IS HEREBY GIVEN THAT TUESDAY, THE 1st DAY OF JULY, 2025, AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

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

EFFECTIVE DATE

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

PROCEEDINGS INQUIRIES

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

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

APPROVED and ADOPTED this 17TH day of June 2025.

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9961 AND RESOLUTION NO. 9962

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution No. 9961, approving the Engineer's Report (Fiscal Year 2025/26) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- 2) Adopt Resolution No. 9962, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting on July 1, 2025, at 6:00 p.m.; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The recommended resolutions would conditionally approve, pending the public hearing and final City Council authorization thereafter, the continued levying of assessments in Fiscal Year 2025/26 for Santa Fe Springs Lighting District No. 1 (District). The Engineer's Report (Attachment A) describes the method of apportionment and presents a proposed budget for Fiscal Year 2025/26. As noted on Page 15 of the Engineer's Report, the estimated total direct and administrative costs for providing street lights throughout the city is \$915,700, including \$274,710 for lights outside of the District and \$640,990 within the District. There is effectively no increase recommended in the total levy amount which totals \$193,970. Therefore, the General Fund subsidy for this year will be \$447,020.

Santa Fe Springs Lighting District No. 1 – Adoption of Resolution No. 9961 and Resolution No. 9962

Page 2 of 3

BACKGROUND

The Santa Fe Springs Lighting District No. 1 was formed May 26, 1982, under the provisions of the Landscaping and Lighting Act of 1972. The District does not include any residential properties or any properties with a residential land code. A map of the boundaries of the District is shown in the Boundary Map (Attachment D).

After the initial formation of the district, it is necessary for the City to annually update the Lighting District assessment. This allows the City to continue levying annual assessments on the properties located within the Lighting District. The required documents to satisfy the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972 as contained in the Streets and Highways Code.

The Council, at their meeting of April 1, 2025, approved Resolution No. 9948 ordering the preparation of the Engineer's Report according to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California.

ANALYSIS

A copy of the Annual Engineer's Report for the City of Santa Fe Springs Lighting District No. 1 (Attachment A) is attached for City Council review and approval. The Engineer's Report satisfies the legal requirements described previously. In summary, the Engineer's Report addresses compliance with the state law, describes the method of apportionment, and presents a proposed budget for Fiscal Year 2025/26. Resolution No. 9961 (Attachment B) approves the Annual Engineer's Report.

Resolution No. 9962 (Attachment C) declares the City's Intention to Levy Annual Assessments in the Heritage Springs Assessment District and sets the public hearing date for July 1, 2025, at 6:00 p.m.

ENVIRONMENTAL

Not applicable.

DISCUSSION

The annual assessment rate for the District has not been increased since the fiscal year 1992/1993, although the costs of providing the improvements that benefit the properties within the District continue to rise. In 2004, the City conducted an election to try to increase the annual assessment rate. However, a majority protest existed and the proposed assessment increase was not imposed. While there is no assessment increase this year, the need to consider an adjustment should be evaluated.

Santa Fe Springs Lighting District No. 1 – Adoption of Resolution No. 9961 and Resolution No. 9962

Page 3 of 3

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will work with the City's consultant to complete the annual assessment district update process and file with the County Assessor for inclusion in the Tax Roll, pending the outcome of the public hearing.

ATTACHMENTS:

- A. Engineer's Report
- B. Resolution No. 9961
- C. Resolution No. 9962
- D. Boundary Map

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



City of Santa Fe Springs

Lighting District No. 1

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 3, 2025

Public Hearing: July 1, 2025

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Suite 200
Temecula, California 92590
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F 951.587.3510

www.willdan.com



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

Santa Fe Springs Lighting District No. 1

City of Santa Fe Springs
Los Angeles County, State of California

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

Dated this _____ day of _____, 2025.

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

By: _____

Chonney Gano, Project Manager
District Administration Services

By: _____

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I. OVERVIEW

A. INTRODUCTION

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

This Engineer's Report (hereafter referred to as the “Report”) has been prepared pursuant to the order of the City Council as required by the provisions *Chapter 3*, of the 1972 Act (*commencing with Section 22620*), which outlines the procedures for the annual levy of assessments. This Report provides an update of the District including the proposed expenses and revenues, any substantial change in the improvements or the District, and the proposed assessments to be levied on the County of Los Angeles (the “County”) tax roll for Fiscal Year 2025/2026 and has been prepared pursuant to the requirements of *Article 4, Chapter 1*, of the 1972 Act (*inclusive of Sections 22565 through 22574*). In addition to the provisions of the 1972 Act, it has been determined that the existing annual assessments for this District have been previously levied in accordance with the provisions of the *California Constitution Article XIID* which was enacted as a result of the passage of Proposition 218, approved by the California voters in November 1996.

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

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

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

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

At a noticed annual Public Hearing, the City Council will consider public testimony regarding the District. The City Council will review the Engineer’s Annual Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council will order the levy and collection of assessments for Fiscal Year 2025/2026 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County of Los Angeles (the “County”) Auditor/Controller for inclusion on the property tax roll for each parcel in Fiscal Year 2025/2026. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved by the City Council.

B. COMPLIANCE WITH THE CURRENT LEGISLATION

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

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

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

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

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

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

II. DESCRIPTION OF THE DISTRICT AND SERVICES

A. BOUNDARIES OF THE DISTRICT

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

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

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

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

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

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

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

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

C. IMPROVEMENTS, PLANS AND SPECIFICATIONS

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

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

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

Approximately eight percent (8%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining ninety-two percent (92%) of the streetlights are owned by the City and are maintained by the City. The following table provides a summary of the streetlight inventory within the District for Fiscal Year 2025/2026:

Table 1 - Streetlight Inventory for Fiscal Year 2025/2026

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

The proposed improvements for Fiscal Year 2025/2026 are unchanged from the previous fiscal year. Streetlight Inventory Maps showing the location of the various streetlights within the District are on file in the office of the City Clerk at the City Hall and by reference are made part of this Report.

III. METHOD OF APPORTIONMENT

A. GENERAL

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

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

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

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

B. BENEFIT ANALYSIS

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

Special Benefits

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

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

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

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

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

General Benefit

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

as properties within the District. Based on this evaluation, it has been determined that twenty-seven percent (27%) of the District's annual costs budgeted for Fiscal Year 2025/2026 is considered general benefit. This is a quantifiable percentage based on the current City streetlight system and expenditures. Although not as quantifiable, it is also reasonable to assume that the District improvements also provide some general benefit to the public at large and a reasonable percentage of this benefit should not exceed three percent (3%) for a total general benefit of thirty percent (30%) of the District's costs. The cost of providing the District improvements that are considered general benefit include benefits conferred on real property or to the public at large. These costs shall not be included in the annual assessments and shall be funded by other revenue sources available to the City. These funds are shown in the annual budget of this Report as a General Fund contribution and the amount to be levied as assessments for the District represent only the special benefit portion of the District expenses.

C. ASSESSMENT METHODOLOGY

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

Benefit Assessment Unit

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

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

Table 2 - Use Codes and Benefit Assessment Units

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

* Residential Properties are not assessed

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

Special Use Codes

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

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

Table 3 – Special Use Code

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

Streets Without Lights

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

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

Table 4 – Special Use Code (Streets Without Lights)

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

D. BENEFIT FORMULA

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

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

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

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

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

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

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

Use Code	Description	Benefit Units	Applied Rate	Proposed Charge	Parcel Assessed
10	Vacant Commercial Land	20.00	\$17.05	\$341.00	20
11	Stores	68.00	17.05	1,159.40	17
12	Store Combinations	16.00	17.05	272.80	4
14	Super Market	8.00	17.05	136.40	1
15*	Neighborhood Shopping Center	529.26	17.05	9,023.87	33
16*	Regional Shopping Center	94.10	17.05	1,604.43	6
17	Office Building	117.00	17.05	1,994.85	39
18	Hotels and Motels	24.00	17.05	409.20	3
19	Professional Buildings	18.00	17.05	306.90	6
21	Restaurants	140.00	17.05	2,387.00	28
23	Banks, Savings and loans	15.00	17.05	255.75	5
24	Service Shops	3.00	17.05	51.15	1
25	Service Stations	36.00	17.05	613.80	9
26	Auto/Recreation Equip Sales	168.00	17.05	2,864.40	28
27	Parking Lots (Commercial)	116.00	17.05	1,977.63	34
30	Vacant Industrial Land	137.00	17.05	2,335.85	137
31	Light Manufacturing	3723.00	17.05	63,477.15	621
32*	Heavy Manufacturing	767.51	17.05	13,085.89	38
33	Warehousing	3822.38	17.05	65,171.55	736
34	Food Processing Plants	75.00	17.05	1,278.75	13
36	Lumber Yards	9.00	17.05	153.45	3
37*	Mineral Processing	257.04	17.05	4,382.47	21
38	Parking Lots (Industrial)	58.00	17.05	988.90	29
39*	Open Storage	363.51	17.05	6,197.87	19
61	Theaters	5.00	17.05	85.25	1
65	Recreational	8.00	17.05	136.40	2
71	Churches	2.00	17.05	34.10	1
72	Schools (Private)	12.00	17.05	204.60	6
83	Petroleum and Gas	0.00	0.00	0.00	0
89	Dump Sites	4.00	17.05	68.20	4
99*	Distribution Centers	760.75	17.05	12,970.79	1
	**Total	11,376.56		\$193,969.80	1,866

* See Special Use Codes Section

** Total parcel count will vary as parcels are submitted under five SBE numbers. Totals may not foot due to rounding.

IV. DISTRICT BUDGET

Table 6 – District Budget FY 2025/2026

LIGHTING BUDGET (FY 2025/26)	District Budget
Energy Costs	\$400,000
Maintenance and Labor Costs	280,800
Supplies, Materials and Equipment	52,000
Contractual Services	34,000
Overhead	140,400
Direct Costs (Subtotal)	\$907,200
Miscellaneous/Special Administration Expenses	8,500
Administration Costs (Subtotal)	8,500
Total Direct and Admin. Costs	\$915,700
General Benefit Contribution	(274,710)
General Fund Contribution * (Not General Benefit)	(447,020)
Balance to Levy	\$193,970
Total Parcels Levied	1,866
Total Benefit Units	11,376.56
Proposed Levy per Benefit Unit	\$17.05
Current Maximum Assessment Rate	\$17.05
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$272,171
Reserve Fund Collection	0.00
Estimated Ending Reserve Fund Balance	\$272,171

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

EXHIBIT A – DISTRICT ASSESSMENT DIAGRAM

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

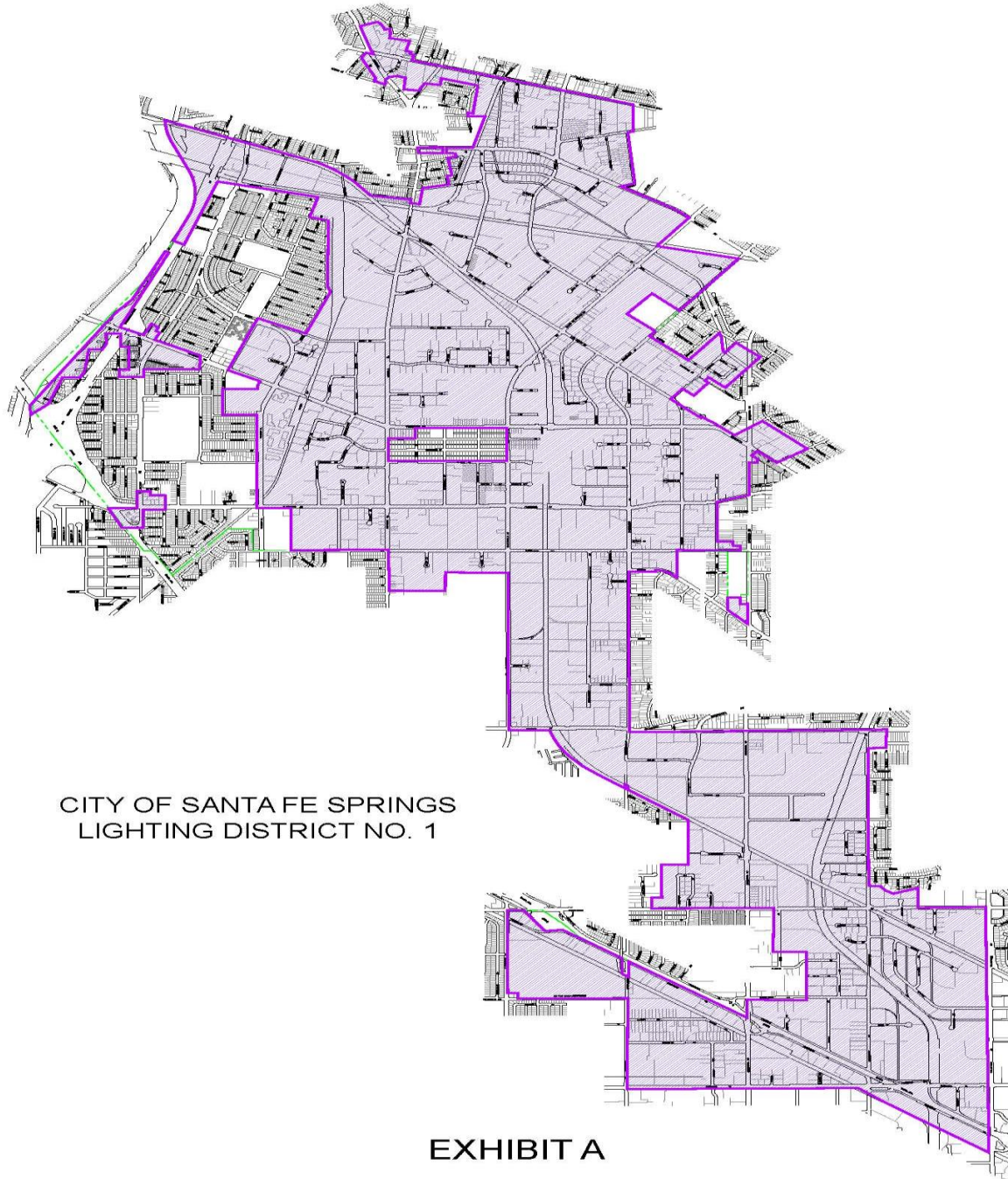


EXHIBIT B – 2025/2026 ASSESSMENT COLLECTION ROLL

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

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

Approval of the Annual Engineer's Report (as submitted or as modified) confirms the method of apportionment and the assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2025/2026. The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2025/2026.

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

RESOLUTION NO. 9961

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, APPROVING THE ENGINEER'S "REPORT" FOR ANNUAL LEVY OF
ASSESSMENT FOR FISCAL YEAR IN A DISTRICT WITHIN SAID CITY**

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's "Report" for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as

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

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

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said "Report."

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

SECTION 2. That the "Report" as presented, consisting of the following:

- A. Estimate of costs;
- B. Diagram of the District;
- C. Assessment of the estimated Cost

Is hereby approved; and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

APPROVED and ADOPTED this 17TH day of June 2025.

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk

RESOLUTION NO. 9962

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

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

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

PUBLIC INTEREST

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

REPORT

- SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2025/2026 is hereby approved and is directed to be filed in the Office of the City Clerk.
- SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

DESCRIPTION OF MAINTENANCE

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

COUNTY AUDITOR

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

SPECIAL FUND

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

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

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

BOUNDARIES OF THE DISTRICT

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

PUBLIC PROPERTY

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

PUBLIC HEARING

SECTION 10. NOTICE IS HEREBY GIVEN THAT TUESDAY, THE 1st DAY OF JULY, 2025 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

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

EFFECTIVE DATE

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

PROCEEDINGS INQUIRIES

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

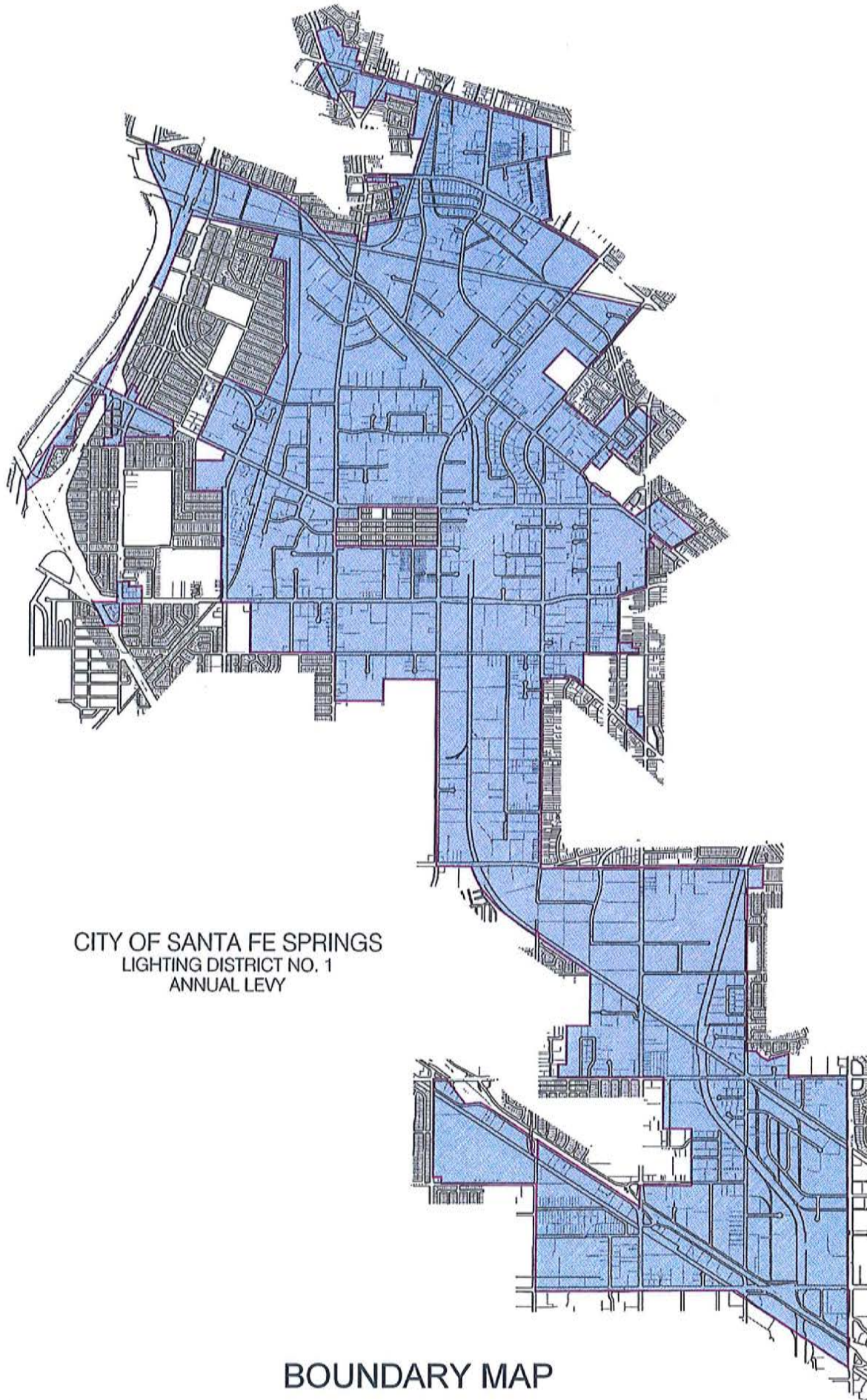
James Enriquez
City Engineer
CITY OF SANTA FE SPRINGS
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

APPROVED and ADOPTED this 17TH day of June 2025.

William K. Rounds, Mayor

ATTEST:

Fernando Muñoz, City Clerk



CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1
ANNUAL LEVY

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

SUBJECT: **APPROVAL OF TITLE VI PLAN INCLUDING PUBLIC PARTICIPATION PLAN (PPP), LIMITED ENGLISH PROFICIENCY (LEP) POLICY, AND COMPLAINT PROCEDURES**

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt the Title VI Non-Discrimination Program, including the Public Participation Plan, Limited English Proficiency Policy, and Title VI Complaint Procedures; and
- 2) Authorize the City Manager or designated official to submit the program and sign the required Assurance of Compliance.
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no significant fiscal impact associated with adoption of the recommended actions. Minor administrative costs will be incurred for outreach and translation as needed, which are typically eligible for reimbursement under most federal transportation grants. Adoption of the recommended plans is a requirement of all federal transportation grants and makes the city eligible to apply for and receive federal grants.

BACKGROUND

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. To maintain eligibility for such funding, the City is required to have an adopted Title VI Program in place. This includes a Public Participation Plan, an LEP Plan, and procedures for handling Title VI complaints.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Approval of Title VI Plan Including Public Participation Plan (PPP), Limited English Proficiency (LEP) Policy, And Complaint Procedures

Page 2 of 3

ANALYSIS

Not applicable.

ENVIRONMENTAL

Not applicable.

DISCUSSION

As a recipient of federal aid, the Public Works Department is required by Caltrans to develop and implement a program that clearly defines roles, responsibilities, and procedures to ensure compliance with Title VI and related statutes. This program guarantees that no individual is excluded from or denied the benefits of Public Works programs and activities based on race, color, national origin, or any other category protected by State or Federal law.

The Public Works Department Title VI implementation plan outlines the key components of the Title VI program and provides the necessary policy direction to ensure ongoing compliance with Title VI requirements.

The City's Title VI Program includes the following components:

1. Title VI Plan
 - Statement of assurance and non-discrimination
 - Methods for monitoring compliance internally and externally
 - Training protocols for staff and contractors
 - Collection and analysis of demographic and service data
2. Title VI Complaint Procedures
 - Step-by-step process for filing and responding to complaints
 - Timeframes for acknowledgement, investigation, and resolution
 - Title VI Coordinator will process for notifying complainants of the outcome
3. Public Participation Plan (PPP)
 - Strategies of community engagement and LEP outreach methods for continuous public involvement
 - Methods for inclusive outreach to minority, low-income, LEP, and disabled populations
 - Schedule and formats for public meetings and comment opportunities
 - Strategies to ensure accessibility and transparency
4. Limited English Proficiency (LEP) Policy
 - Identified LEP populations within the City
 - Guidelines for providing interpretation and translation services
 - Outreach methods to inform LEP individuals of their rights and services available

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Approval of Title VI Plan Including Public Participation Plan (PPP), Limited English Proficiency (LEP) Policy, And Complaint Procedures

Page 3 of 3

5. Annual Title VI Report

- Report complaints and steps taken to resolve the complaint.
- Reports new data on LEP population
- Reports on new LEP outreach methods used
- Reports on webpage updates/location

SUMMARY/NEXT STEPS

Upon the adoption of the Title VI Plan by the City Council for the recommended action, City staff will add the signed documents to the plan, upload the plan to the City website, and post copies of the required notices. City staff will upload the plan to the Caltrans assessment website.

ATTACHMENTS:

- A. Title-VI-Implementation Plan-City of Santa Fe Springs
- B. Appendix A US DOT 1050.2A
- C. Appendix B Title VI Notice to the Public
- D. Appendix C Title VI Complaint Form
- E. SFS Master Agreement - Administering Agency State Agreement for Federal-Aid Projects

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

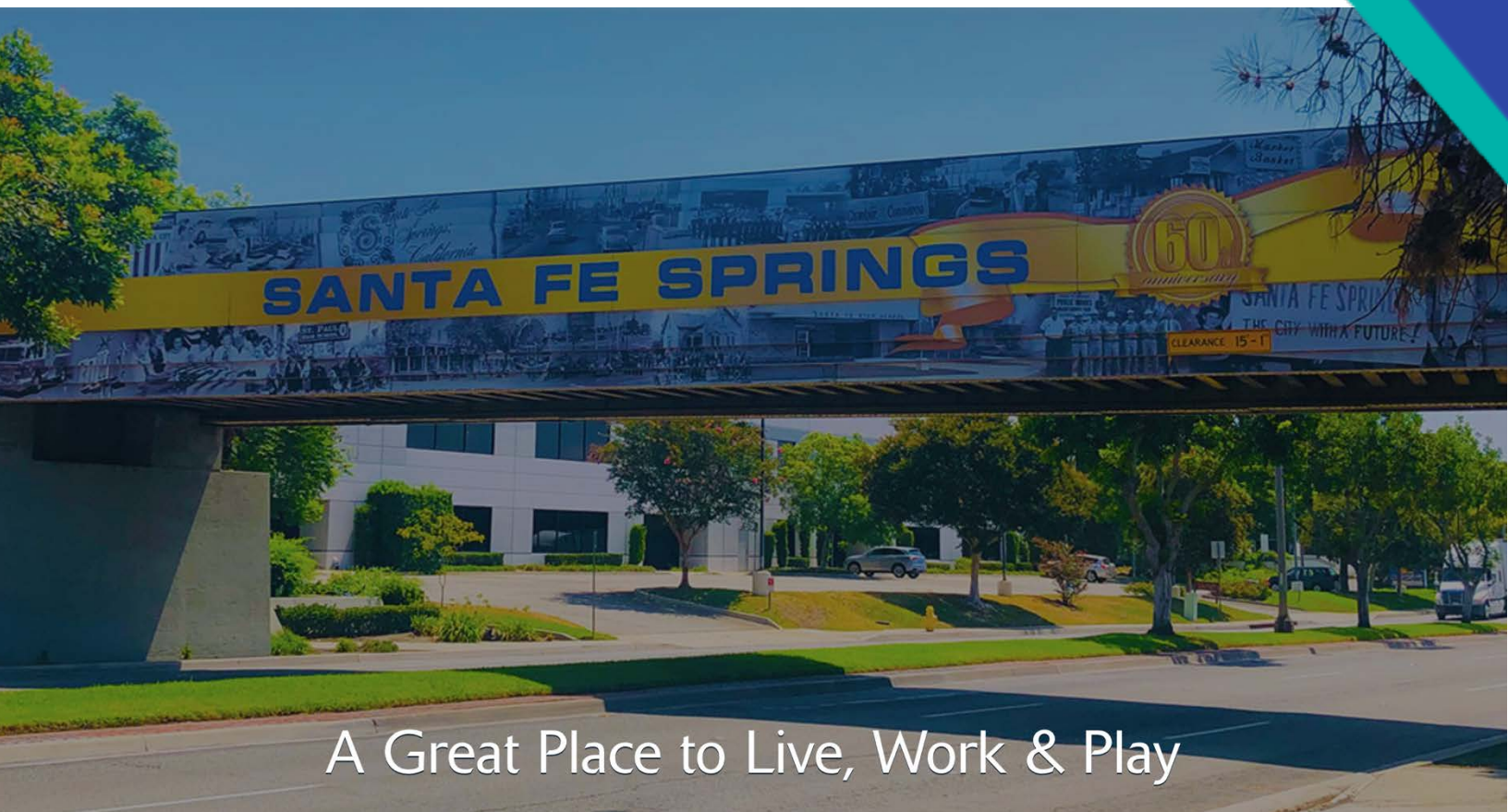
TABLED: ☐

DIRECTION GIVEN: ☐



Local Agency Federal Highway
Administration (FHWA)
Title VI Implementation Plan

City of Santa Fe Springs, Public Works Department
June 2025



A Great Place to Live, Work & Play

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I. TITLE VI/NON-DISCRIMINATION POLICY STATEMENT

It is the policy of City of Santa Fe Springs that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Santa Fe Springs Department of Public Works as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the City of Santa Fe Springs, including its contractors and anyone who acts on behalf of City of Santa Fe Springs Department of Public Works. This policy also applies to the operations of any department or agency to which the City of Santa Fe Springs extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

The City of Santa Fe Springs affirms the recipient's commitment to non-discrimination and assures that every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not.

(Top Agency or Department Official)

Date

II. TITLE VI ASSURANCES

DOT 1050.2A Title VI Assurance form: Signed Form in APPENDIX A

Non-Discriminatory Legislation:

Title VI of the Civil Rights Act of 1964 – Provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance (as implemented through 23 CFR 200.9 and 49 CFR 21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) – Prohibits discrimination on the basis of sex by recipients and sub-recipients of Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 – Prohibits discrimination on the basis of disability by recipients and sub-recipients of Federal financial assistance.

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) – Prohibits discrimination on the basis of age by recipients and sub-recipients of Federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 200-209) – Clarifies that the original intent of Congress in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 was to apply the non-discrimination statutes to all programs and activities of Federal-aid recipients, sub-recipients, contractors and vendors, whether all such programs are federally assisted or not.

Executive Order (EO) 13166, “Improving Access to Services for Persons with Limited English Proficiency,” was officially rescinded by President Trump with the issuance of EO 14224, which designates English as the official language, but does not eliminate Title VI protections. Even though EO 14224 rescinded EO 13166, Title VI of the Civil Rights Act of 1964 remains in full effect.

This means:

- Title VI prohibits language-based national origin discrimination.
- LPAs must continue to provide meaningful access to programs, services, and activities for Limited English Proficiency (LEP) individuals.
- US Department of Justice (DOJ) guidance and court interpretations reinforce this requirement.

The City will continue to ensure LEP is accessible under Title VI.

III. ORGANIZATION, STAFFING, AND STRUCTURE

City of Santa Fe Springs is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The City of Santa Fe Springs has created the positions of Title VI Coordinator and Assistant Title VI Coordinator to ensure implementation of the agency's Title VI program. The position of Title VI Coordinator is located within the Public Works Department.

Title VI Coordinator:

- Name: Debbie Ford
- Title: Human Resources Manager
- Contact Information: debbieford@santafesprings.gov

The Title VI Coordinator is responsible for:

- Overseeing Title VI program implementation
- Submitting a Title VI plan and annual reports on the agency's behalf
- Developing procedures for the prompt processing and disposition of complaints
- Processing complaints, compiling a complaint log, and reporting to Caltrans
- Developing procedures for the collection and analysis of statistical data
- Developing a program to conduct Title VI reviews of program areas
- Conducting annual Title VI assessments of pertinent program areas
- Developing Title VI information for dissemination
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary
- Maintains open line of communication with City Manager, City Council, and other City leadership positions as necessary to facilitate the Title VI Program requirements in a timely manner.

Assistant Title VI Coordinator:

- Name: Elizabeth Ortega
- Title: Human Resources
- Contact Information: elizabethortega@santafesprings.gov

The Assistant Title VI Coordinator is responsible for:

- Assumes role and duties of Title VI when the Title VI Coordinator is unavailable.
- Works directly with Title VI Coordinator to ensure program compliance is met.
- Ensures that all applicable staff are present for Title VI training, and are following Title VI procedures through work with the public, contractors, and consultants.

TITLE VI ORGANIZATIONAL CHART



IV. TITLE VI NOTICE TO THE PUBLIC

As a recipient of federal funding, the City of Santa Fe Springs is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in all federally funded programs and activities. In accordance with federal requirements, this Title VI Notice to the Public informs individuals of their rights and provides information on how to file a complaint if they believe they have been subjected to discrimination.

Santa Fe Springs strives to promote equitable access to transportation programs, services, and decision-making processes for all community members. The city has included the Title VI Notice of Rights to the Public, found in APPENDIX B of this document.

The notice will be disseminated to the public through the City departments, translated into Spanish, and posted on the [City website](#).

VI. TITLE VI TRAINING

The City of Santa Fe Springs Public Works Department will provide Title VI and related statute training to all Public Works staff that has frequent public contact in the administration of federal-aid programs. These trainings will occur at a minimum every two years, and within six months of hiring a new employee. The trainings will be conducted by the Title VI Coordinator, online through presentations, or through trainings hosted by Caltrans. Additionally, links to Caltrans, FHWA, and other applicable agency resources for Title VI and related statutes will be posted on the [City website](#).

In particular, the following items will be covered in training:

- Review of the City's Title VI Implementation Plan and other relevant documents
- Language assistance services are offered for public use
- How to handle potential complaints
- Where to seek assistance for Title VI questions and concerns

V. TITLE VI COMPLAINT PROCEDURES

The City of Santa Fe Springs Public Works Department is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and other non-discriminatory authorities, such that no person shall be excluded from participation in or be denied the benefits of any program or activity conducted by the City of Santa Fe Springs Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

The City of Santa Fe Springs will make every effort to ensure nondiscrimination in all of its services, programs, and activities, whether they are federally funded or not, and that services and benefits are fairly distributed to all people, regardless of race, color, or national origin (including LEP).

The Title VI Specialist will only process complaints that are complete, which include at a minimum, the following:

Outline of how Title VI complaints are handled:

- 1) How to File: Any person that believes they have been discriminated against on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law by the City of Santa Fe Springs Public Works Department, its contractors, consultants or any other party that acts on behalf of the Public Works Department may file a Title VI complaint by completing and submitting the City's Title VI Complaint Form (APPENDIX C), which can be found displayed in the City Hall lobby, and online on the [City website](#).
- 2) Timeline: The City's Title VI Specialist processes complaints received and shall acknowledge receipt within 10 business days; resolution within 60 days.

- 3) Validation: The agency would validate the complaint and send to Caltrans for processing. Make sure there is a complaint log as well as a complaint form for the public to file Title VI complaints.
- 4) Decision: Issue findings to the complainant and corrective actions if needed.
- 5) Appeal: Information on how to appeal decisions.

Once the Title VI complaint is received, the Title VI Coordinator will log the complaint and verify that for completeness and jurisdiction, then will forward the complaint to Caltrans, to be submitted to the FHWA Division Office. The Title VI Coordinator will also begin processing the complaint by entering said complaint into the City's Title VI Discrimination Complaint Log, and conducting an internal investigation. Once a finding has been determined/received, the City's Title VI Coordinator will provide said finding to the complainant within ten business days via letter and/or email.

Complaints Processed Under the Federal Highway Administration

- Title VI complaints filed with Caltrans in which Caltrans is named as the Respondent will be forwarded to the FHWA Division Office. The Complainant will receive an acknowledgement letter informing them that the complaint has been received and forwarded to the FHWA.
- Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by a sub-recipient (City Santa Fe Springs) are to be forwarded to Caltrans to be submitted to FHWA Division Office. Complaints should be sent within one business day of receipt via email to Title.VI@dot.ca.gov. If the Headquarters Office of Civil Rights (HCR) determines a Title VI complaint against a sub-recipient can be investigated by Caltrans, HCR may delegate the task of investigating the complaint to Caltrans.

A person may also file a complaint directly with the FHWA and/or Caltrans by the following contact information:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE 8th Floor E81-105
Washington, DC 20590

California Department of Transportation (Caltrans)
Office of Civil Rights
Attention: Title VI Branch
P.O. Box 942874, MS 79
Sacramento, CA 94274

Should a complaint be filed with the City of Santa Fe Springs Works and one with a federal or state agency simultaneously, the federal/state complaint will supersede the City's complaint and the City's complaint procedures will be suspended pending the federal/state agency's findings.

VI. TITLE VI COMPLAINT LOG

The City will maintain a log of all formal complaints filed. The complaint log will include the following information:

Maintain a log including:

- Complaint filing date.
- Complainant's demographics (if voluntarily provided).
- Allegation summary.
- Investigation status and findings.
- Resolution or corrective action.

The complaint form used by the City can be found at the end of APPENDIX C.

VII. PUBLIC PARTICIPATION PLAN

Purpose

The City of Santa Fe Springs' Public Participation Plan (PPP) is organized to work in concert with the Title VI Plan and the Language Access Policy. The purpose of the PPP is to establish procedures that allow for, encourage, and monitor the participation of all citizens living and working in the City. Special attention will be paid to soliciting input from low-income and minority communities that are traditionally underrepresented. A survey tool will be used to seek feedback about the most effective channels of communication for the City to engage our communities.

Goals and Objectives

The City's PPP has a single comprehensive goal: to allow the public opportunities throughout our many different planning processes to make their ideas and concerns known. To meet this goal, the City has established the following objectives:

- 1) Identify the most appropriate methods for reaching the public.
- 2) Determine what language and other cultural barriers exist to public participation within the City.
- 3) Hold meetings in locations that are accessible and reasonably welcoming to all Santa Fe Springs residents.
- 4) Keep the public informed through effective channels of communication and allow input through additional channels.
- 5) Work to actively engage the public in programs, projects and policy-making. Give participants more ownership in the outcome of planning processes through collaborative events that engage in conversation and the exchange of ideas and information, leading to buy-in, a sense of ownership, and higher quality planning documents.
- 6) Ensure that the City's public involvement plan is dynamic and responsive. The plan will be inclusive of a range of perspectives, engaging citizens in unique ways to reach a broader audience and understand their goals, needs, and desires.

- 7) Use various illustrative visualization techniques to convey the information including but not limited to charts, graphs, photos, maps and the internet.

Identification of Stakeholders

Stakeholders are those who are either directly or indirectly, affected by a plan, or the recommendations of that plan. Those who may be adversely affected, or who may be denied the benefit of a plan's recommendation(s), are of particular interest in the identification of specific stakeholders. Stakeholders are broken down into several groups: general citizens, minority and low-income persons, public agencies, and private organizations and businesses.

- General Citizens: The City of Santa Fe Springs has a population of 19,219 as of 2020 Decennial Census (U.S Census Bureau). About 43.4.% of the population is speaks Spanish only, 7.1% Asian and Pacific Islander, and 1.7 % other languages.
- Low-income: Residents with income below the poverty level account for almost 11.1% of Santa Fe Springs's population and should be given every reasonable opportunity to provide input on various community plans and programs.
- Public Agencies: Public agencies can provide valuable input to the planning process, in addition to assisting in gaining attention from traditionally under-represented populations.
- Private Organizations and Businesses: Private organizations and businesses offer a number of perspectives that are valuable to the planning process and their perspective will be welcomed in the planning process.

STRATEGIES OF COMMUNITY ENGAGEMENT

Public meetings, surveys, workshops, focus groups.

The resources listed here are the methods Santa Fe Springs uses to engage and communicate with the individuals and stakeholders we serve.

The City of Santa Fe Springs Website:

- The Santa Fe Springs website was redesigned in 2024. The updates continue to provide information about upcoming meetings and agendas, recent reports, maps, and information about Santa Fe Springs policies. The site includes a "Contact Us" with staff email accounts along with a comment email account to collect public input and feedback. The comment email is monitored by administrative staff. The comment account also receives automated notifications when comments are submitted on other web-based public input tools. The website includes a translation tool for non-speaking English users. In addition, the website includes an Accessibility Menu for users with disabilities.

"Go SFS" App:

- Service Requests, comments or input can be submitted using the "Go SFS" app to report local issues such as Potholes, Tree Hazards, Sidewalks, Malfunctioning Traffic Signals, Street Lights, Graffiti, Illegal Dumping and send it directly to the Public Works Department. The mobile application will use your camera and geo-location technology to route the problem's exact location to the Public Works Department.

The App provides the opportunity to track the submitted service requests and receive updates and notifications once the matter has been resolved.

Social Media

- Facebook, Instagram and YouTube are used to announce meetings and events. Posts provide the opportunity to share links to pertinent information and survey sites. Social media platforms can also invite public comments and participation on the sites themselves..

City E-Blast SFS happenings

- The Santa Fe Springs monthly City Newsletter is delivered directly to the community's inbox. The newsletter includes valuable information about the community, including festivals and holiday events, public announcements, recreation programs, renovation and development projects, and much more.

Surveys

- Santa Fe Springs uses printed and web-based applications to generate electronic surveys. Hyperlinks to the survey are then disseminated via email, social media, press releases, and the website. Hard copies are also produced and distributed at public meetings, community events, and the office. In addition, post card mailings are used to publicize surveys and comment periods and include QR codes for mobile devices.

Public Meetings/Community Events/Neighborhood Meetings

- Public meetings are generally open and informal, with project team members interacting with the public on a one-on-one basis. Brochures and fact sheets may be provided at these meetings. Santa Fe Springs may coordinate with other local agencies to be on hand to supply information and support. Informational tables at community events where transportation issues are not the focus are ways to solicit comment from individuals who are not usually involved in the transportation planning process. All meetings are ADA-compliant.

Posters and Flyers

- Posters and flyers are used to announce meetings and events and are distributed to public places such as City Halls, libraries, community centers, City Utilities buses and City Utilities bus transfer stations for display. Posters and flyers can be used to reach a larger audience than other notification methods.

LEP OUTREACH

Translate vital materials and provide interpretation services.

LEP Outreach includes strategies that actively engage residents with limited English proficiency in public decision-making processes by providing translated materials, utilizing bilingual staff, holding meetings in multiple languages, and partnering with community organizations serving populations, with a focus on accessible communication channels like community radio and social media platforms in relevant languages.

Accessibility features:

- The Santa Fe Springs website incorporates language access features on city websites, including translation tools and multilingual content.

Translation of Key documents:

- Santa Fe Springs converts written information from English into another language, such as Spanish, to ensure important documents like forms, notices, and instructions are accessible to LEP individuals.

Interpretation services:

- Santa Fe Springs provides real-time oral translation during conversations, allowing for direct communication between an LEP person and someone speaking English.
- The City offers bilingual pay to our employees who can serve as interpreters for City business. City employees are tested and certified for bilingual pay. Additionally, if necessary, the City can use Language Services for extra support.

Advance notice:

- Santa Fe Springs provides sufficient notice to request interpretation services for meetings.

INCLUSION MEASURES

Target outreach to minority and low-income populations.

Inclusive outreach paves the way toward a mutual understanding between the government and the community. This understanding is reliant on the management of expectations, the development of trust, and the existence of transparency into the government process.

Community Meetings:

- Santa Fe Springs schedules meetings at accessible locations and times, considering cultural factors like religious holidays.
- Santa Fe Springs holds separate sessions with LEP residents, if necessary, to facilitate open discussion.
- Santa Fe Springs provides simultaneous translation or interpretation during meetings. The City uses a service provider upon request, for special situations, or a staff person if they speak that language and is available, etc.
- All meetings are ADA-compliant.

City Council Meetings:

- Public meetings held by the City Council will be noticed according to the standard procedures for those bodies, as well as on the City's website. All outreach efforts and comments received will be documented by the City and available for public review upon request.

Public Hearing/Community Meeting Notice:

- Santa Fe Springs publishes public hearing notices in multiple languages on the city website and in local ethnic newspapers, including details about translation and interpretation services available. The City uses a service provider upon request, for special situations, or a staff person if they speak that language and is available, etc.

Focus Groups and Surveys:

- Santa Fe Springs designs surveys and focus group questions in multiple languages.
- Santa Fe Springs recruit bilingual facilitators to conduct sessions with LEP communities.

Direct Outreach:

- Santa Fe Springs partners with community organizations to conduct door-to-door outreach and distribute information in relevant languages.
- Santa Fe Springs utilizes community leaders and trusted figures to disseminate information.

Community Forums:

- Santa Fe Springs organizes community forums in different neighborhoods, providing bilingual moderators and translated materials, with specific sessions focused on LEP residents' concerns.

Social Media Outreach:

- Santa Fe Springs creates social media pages in relevant languages and engage with LEP communities through targeted posts and advertisements.

VIII. LIMITED ENGLISH PROFICIENCY (LEP) ASSESSMENT / LANGUAGE ASSESS PLAN (LAP)

BACKGROUND

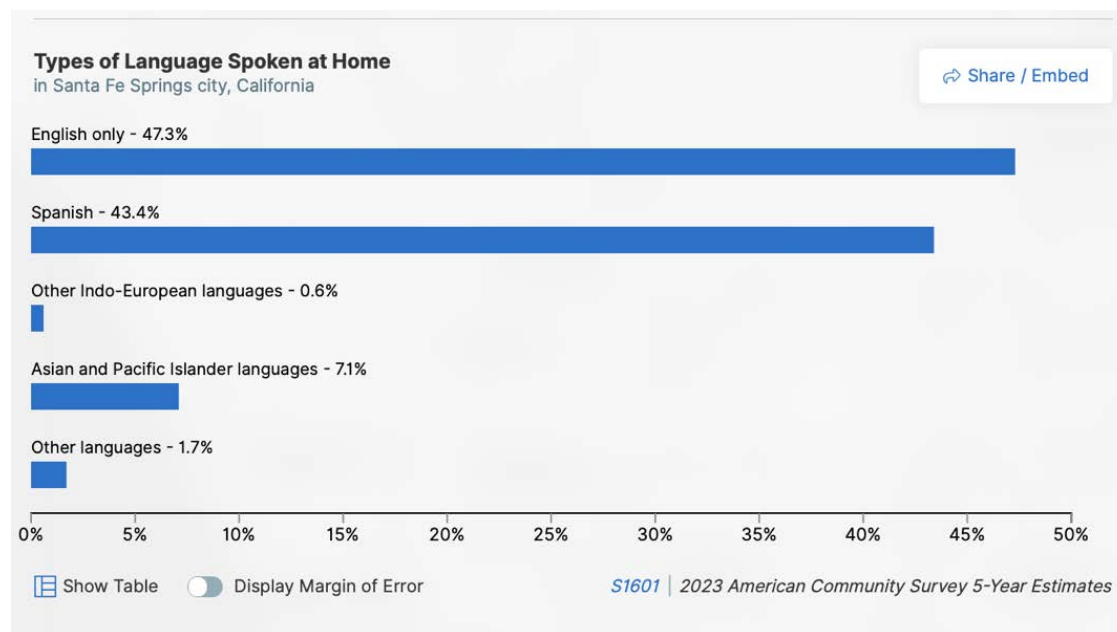
Although Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," has been rescinded, the City will continue to ensure that Federally-funded programs and activities normally provided in English are accessible to LEP Persons. Each local agency shall perform an annual assessment to determine if modifications are needed to their programs and activities to ensure meaningful access by LEP persons. The assessment which is referred to as a "Four-Factor" analysis is based on the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered.
2. The frequency of LEP contacts.
3. The nature and importance of the programs, services, or activities provided by the City of Santa Fe Springs.
4. The resources available for LEP persons

LIMITED ENGLISH PROFICIENCY

A Limited English Proficiency (LEP) person is a person who does not speak English as a primary language and has a limited ability to read, write, or comprehend English. Per Executive Order 13166, agencies that receive Federal funding must examine their Federally-funded services and develop and implement processes that will allow LEP persons to meaningfully access said services. Executive Order 13166 also requires that agencies receiving Federal funding must establish guidance for providing meaningful access to LEPs, prepare a plan to overcome language barriers in Federally-funded programs and activities, and ensure that stakeholders have adequate opportunity to provide input.

As shown in Table 1 below, 43.4% of residents in Santa Fe Springs are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish. The City used demographic data to identify the need for providing bilingual services in the following languages to provide access to the LEP community in compliance with Executive Order 13166.



Source: US Census: [2023 American Community Survey 5-Year Estimates](https://data.census.gov/vizwidget?g=160XX00US0669154&infoSection=Language+Spoken+at+Home)
<https://data.census.gov/vizwidget?g=160XX00US0669154&infoSection=Language+Spoken+at+Home>

TITLE VI INFORMATION DISSEMINATION

In order to ensure that Title VI and related Civil Rights information is readily available to the public, the City will develop public notices consisting of posters, flyers, complaint forms and “I Speak” cards that are available in English, Spanish, and Punjabi. The languages selected for the informational materials were based upon language data provided from the US Census; see Table 1 above. Said flyers and posters will be placed

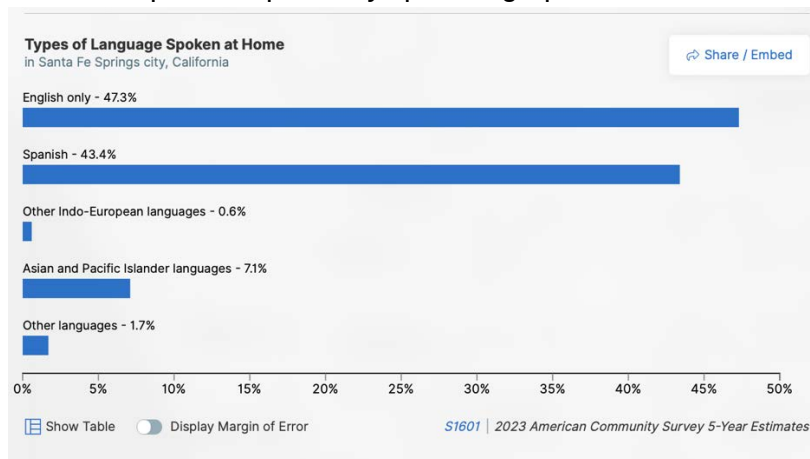
in the City Hall lobby, in a highly visible and accessible location. The public notices will also be available for viewing on the [City website](#).

LEP ADDRESSING:

The first section in this document describes the purpose of the Limited English Proficiency Plan (LEP). The second section in this document provides the four-factor Limited English Proficiency (LEP) analysis as outlined in the Department of Transportation (DOT) used to identify LEP needs and assistance measures. The four-factor LEP analysis includes:

1. FOUR-FACTOR ANALYSIS: Assess LEP needs based on:

- Number/proportion of LEP persons served: As shown in Table 1 below, 43.4% of residents in Santa Fe Springs are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish.



- Frequency of contact: Santa Fe Springs has a wide variety of people from various backgrounds who participate in our programs and services, representing diverse age groups, ethnicities, abilities, and languages spoken. While we do not collect average statistics across all City programs, we are prepared to serve people who speak multiple languages via a multi-pronged approach consisting of City staff, contracted interpreters and translated written materials. Public Works staff receives requests for translation through federally funded programs/projects, though the outreach components of said programs/projects do typically have multi-lingual resources. Further, if translation services are needed, staff will provide said translation promptly.
- Importance of the program/service: From observation provided by Public Works staff, translation services are requested for programs, services, or activities which are federally funded. As stated above, the front counter Staff with the City's Finance Department are the ones who most frequently encounter LEP persons requesting and/or needing translation services. Though Public Works Staff has received very few requests for translation services on Federally-funded projects, programs and services, Staff is keenly aware that almost 43.4% of the City's residents are LEPs and therefore it is highly likely that LEPs will be stakeholders in any of the said projects, programs and services. As such, when Staff has

encountered the need for translation services, Staff has provided the services readily.

- Resources available: Outreach expenses as they relate to LEP populations are shared among several departments. Most of the City's public counters have bilingual speakers and there is an internal bilingual staff directory available. City employees have been tested and are currently certified for bilingual pay. Additionally, if necessary, the City can use Language Services for extra support.

Santa Fe Springs recognizes that 58.1% of the City's population is Hispanic or Latino and speaks a language other than English at home. The City offers a wide variety of customer service assistance through the various City Departments. The provision of resources, direct services, and programs through our public facilities, including but not limited to, our civic center, community centers, development (building permits, etc.) services, health department, libraries, senior centers, and youth programs, play a significant role in allowing access to social and recreational enrichment opportunities, which improve the quality of life.

LANGUAGE ACCESS SERVICES: Translation, interpretation, and staff training.

1. Interpretation Services: City employees have been tested and are currently certified for bilingual pay. Additionally, if necessary, the City can use Language Services for extra support. During conversations, allowing for direct communication between an LEP person and someone speaking English.
 - Translation of Key Documents: Santa Fe Springs converts written information from English into another language, such as Spanish to ensure important documents like forms, notices, and instructions are accessible to LEP individuals.
 - Training: Training for front-line staff members, who are often the first points of contact with LEP individuals, is provided by City Personnel. Staff training includes:
 - o Identifying and tracking language preference information of LEP persons;
 - o Delivering services effectively to LEP persons;
 - o Assuring staff sensitivity to the literacy level of LEP persons;
 - o Describing LEP services offered to the public;
 - o Procuring interpreter services;
 - o Identifying and documenting the language needs of LEP persons;
 - o Processing a Title VI/LEP complaint;
 - o Familiarity with Disability Awareness, Ethics, Civil Rights and Conflict Management issues.
2. Outreach Strategies: Targeted engagement for LEP communities.
 - Community Meetings: Santa Fe Springs schedules meetings at accessible locations and times, considering cultural factors like religious holidays. Santa Fe Springs holds separate sessions with LEP residents, if necessary, to facilitate open discussion. Santa Fe Springs provides simultaneous translation or interpretation during meetings.
 - City Council Meetings: Public meetings held by the City Council will be noticed according to the standard procedures for those bodies, as well as on the City's

website. All outreach efforts and comments received will be documented by the City and available for public review upon request.

- Public Hearing/Community Meeting Notice: Santa Fe Springs publishes public hearing notices in multiple languages on the city website and in local ethnic newspapers, including details about translation and interpretation services available.
- Focus Groups and Surveys: Santa Fe Springs designs surveys and focus group questions in multiple languages. Santa Fe Springs recruits bilingual facilitators to conduct sessions with LEP communities.
- Direct Outreach: Santa Fe Springs partners with community organizations to conduct door-to-door outreach and distribute information in relevant languages. Santa Fe Springs utilizes community leaders and trusted figures to disseminate information.
- Community Forums: Santa Fe Springs organizes community forums in different neighborhoods, providing bilingual moderators and translated materials, with specific sessions focused on LEP residents' concerns.
- Social Media Outreach: Santa Fe Springs creates social media pages in relevant languages and engages with LEP communities through targeted posts and advertisements.

VIII. TITLE VI DATA COLLECTION

Demographic and related data collected and used by City staff comes from governmental sources responsible for collecting and vetting the information for consistency and accuracy. These sources include, but are not limited to, the U.S. Bureau of Labor Statics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department.

Additionally, staff may also collect project-specific demographic data utilizing data collection as appropriate through the public outreach process on Federally-funded projects. Such outreach that may give Staff the opportunity to collect demographic data may include door hangers, posters, emails, social media releases, press releases to local newspaper, public meetings, virtual meetings, and public comments through websites generated for projects.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis
Public Meeting Participations	Collecting data on who attends public hearings or meetings related to a federally funded project.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)
Feedback from Stakeholders	Gathering qualitative data through focus groups or interviews with stakeholders, like caregivers in a Title VI program, to understand their experiences and needs.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)
Disseminating Title VI Information:	Providing Title VI brochures, information during pre-construction meetings, and posting information on internal websites to ensure awareness and compliance.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)

X. PRIMARY PROGRAM AREA DESCRIPTIONS & INTERNAL TITLE VI REVIEW PROCEDURES

The City Public Works Department engages in the following program areas and will implement the PPP and the LEP plan in the following Program Areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedure for Ensuring Non-Discrimination
Right of Way	The phase of transportation engineering and surveying which involves the determination of existing right of way lines and property boundaries, the preparation of maps and descriptions for the appraisal, acquisition, and disposal of real property rights.	Yes	Yes
Planning	The plans and specifications for the works to be constructed	Yes	Yes

	including such maps, profiles, plans sheets and as-builts.		
Environmental	The proactive and reactive measures taken to minimize negative impacts on the surrounding environment and maximize positive impacts.	Yes	Yes
Construction	The process of building and developing infrastructure, structures, and facilities.	Yes	Yes

XI. EXTERNAL TITLE VI REVIEWS / SUBRECIPIENT MONITORING

The City of Santa Fe Springs monitors subrecipients for Title VI compliance by implementing a structured oversight process that ensures federally funded programs and activities adhere to nondiscrimination requirements. The monitoring process generally includes the following key components:

1. Subrecipient Agreement and Title VI Assurances

- Require subrecipients to sign Title VI Assurances (DOT 1050.2A) as part of grant agreements.
- Include Title VI compliance obligations in all contracts, agreements, and Memoranda of Understanding (MOUs).
- Specify reporting and monitoring expectations in agreements.

2. Training and Technical Assistance

- Provide Title VI training to subrecipient staff on nondiscrimination requirements, complaint procedures, data collection, and reporting.
- Offer technical assistance to help subrecipients develop and implement their own Title VI Program.
- Ensure subrecipients understand requirements related to Limited English Proficiency (LEP) plans, public participation, and environmental justice.

3. Compliance Reviews and Monitoring

- Conduct periodic compliance reviews (e.g., annual or biennial audits) of subrecipients to assess adherence to Title VI requirements.
- Review subrecipient policies, procedures, complaint records, and public outreach efforts.
- Require subrecipients to submit self-assessments or compliance checklists.

4. Complaint Handling and Investigations

- Ensure subrecipients establish and follow a Title VI complaint procedure.
- Require subrecipients to log and report complaints to the city, including how they are resolved.

- Investigate complaints if subrecipients fail to take corrective actions.

5. Data Collection and Reporting

- Require subrecipients to collect and analyze demographic data to evaluate program impacts on minority and low-income populations.
- Ensure subrecipients document public outreach efforts, including engagement with underserved communities.
- Review subrecipient reports on language access services provided to LEP individuals.

6. Public Participation and LEP Compliance

- Ensure subrecipients provide meaningful public involvement opportunities for minority, low-income, and LEP populations.
- Verify that public notices, surveys, and key documents are available in relevant languages.
- Require subrecipients to maintain LEP plans that align with the city's Title VI policies.

7. Corrective Actions and Enforcement

- If a subrecipient is found noncompliant, the city should issue a written notice detailing deficiencies and required corrective actions.
- Provide technical assistance to help subrecipients achieve compliance.
- If necessary, take enforcement actions, such as withholding funding, imposing conditions, or terminating contracts for persistent noncompliance.

8. Annual Reporting and Recordkeeping

- Require subrecipients to submit annual Title VI reports summarizing compliance efforts, training participation, complaints, and outreach activities.
- Maintain detailed records of subrecipient agreements, training attendance, complaints, compliance reviews, and corrective actions.

XII. TITLE GOALS REPORT VI ANNUAL WORK PLAN

The City of Santa Fe Springs Public Works Department will annually establish and monitor program goals and accomplishments. The Title VI Coordinator will ensure that employee training is conducted, language translation services continue to be available, public participation is optimal, and appropriate Title VI signage is posted. This also includes updating community statistics and corresponding with state and federal agencies as necessary.

APPENDIX A

DOT 1050.2A TITLE VI ASSURANCE

APPENDIX B

TITLE VI NOTICE OF RIGHTS TO THE PUBLIC

TITLE VI NOTICE TO THE PUBLIC	
YOUR RIGHTS AGAINST DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED NON-DISCRIMINATORY AUTHORITIES	

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The following additional authorities provide protection against discrimination on the basis of sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law:

- Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.)
- The Civil Rights Restoration Act of 1987 (Public Law 200-209)

Any person who believes that they have been discriminated against may file a written complaint with the City of Santa Fe Springs Public Works Department within 180 days of the alleged discrimination. Additional information and Title VI Complaint Forms can be obtained on the City of Santa Fe Springs [City website](#). Title VI Complaint Forms can also be obtained from the Public Works Department at City Hall.

To file a Title VI discrimination complaint, please use the following contact information:

Title VI Implementation Plan City of Santa Fe Springs
Department of Public Works and Human Resources
Re: Debbie Ford
11710 Telegraph Road,
Santa Fe Springs, CA 90670
debbieford@santafesprings.gov

APPENDIX C

TITLE VI NOTICE OF RIGHTS TO THE PUBLIC

TITLE VI COMPLAINT FORM	

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you wish to submit a Title VI complaint to the City of Santa Fe Springs Public Works Department, please complete the information below and submit this form to:

Title VI Implementation Plan City of Santa Fe Springs
Department of Public Works and Human Resources
Re: Debbie Ford
11710 Telegraph Road,
Santa Fe Springs, CA 90670
debbieford@santafesprings.gov

Name: Address:	City: State: Zip Code:	Cell/Home:

Name, title, and description of person(s) who allegedly discriminated against you:

Check the box(es) for the type(s) of discrimination that was experienced:

☐	Race
☐	Sex
☐	Religion
☐	Color
☐	Age
☐	Sexual Orientation
☐	National Origin
☐	Disability
☐	Gender Identity
☐	Other (Please Describe):

2) Date(s) that alleged event(s) took place:

3) Location(s) where the alleged event(s) took place:

4) Is the alleged discrimination still ongoing?:

5) In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

6) Please list any person(s) we may contact for additional information to provide further information for your complaint:

7) Have you filed this complaint with any other federal agency, state agency, federal court, or state court? If yes, please check all that apply:

☐	Federal Agency
☐	State Agency
☐	Federal Court
☐	State Court

8) Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature: _____

Date: _____

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The City of Santa Fe Springs (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Santa Fe Springs, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Santa Fe Springs also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Santa Fe Springs gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Santa Fe Springs, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the California Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Santa Fe Springs will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Federal Highway Administration, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Santa Fe Springs all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Santa Fe Springs and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Santa Fe Springs, its successors and assigns.

The City of Santa Fe Springs, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Santa Fe Springs will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Santa Fe Springs pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Santa Fe Springs will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Santa Fe Springs will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Santa Fe Springs and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Santa Fe Springs pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Santa Fe Springs will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Santa Fe Springs will there upon revert to and vest in and become the absolute property of City of Santa Fe Springs and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TITLE VI NOTICE TO THE PUBLIC



YOUR RIGHTS AGAINST DISCRIMINATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND
RELATED NON-DISCRIMINATORY AUTHORITIES

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The following additional authorities provide protection against discrimination on the basis of sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law:

- Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.)
- The Civil Rights Restoration Act of 1987 (Public Law 200-209)

Any person who believes that they have been discriminated against may file a written complaint with the City of Santa Fe Springs Public Works Department within 180 days of the alleged discrimination. Additional information and Title VI Complaint Forms can be obtained on the City of Santa Fe Springs [City website](#). Title VI Complaint Forms can also be obtained from the Public Works Department at City Hall.

To file a Title VI discrimination complaint, please use the following contact information:

Title VI Implementation Plan City of Santa Fe Springs
Department of Public Works and Human Resources
Re: Debbie Ford
11710 Telegraph Road,
Santa Fe Springs, CA 90670
debbieford@santafesprings.gov

TITLE VI COMPLAINT FORM



Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you wish to submit a Title VI complaint to the City of Santa Fe Springs Public Works Department, please complete the information below and submit this form to:

Title VI Implementation Plan City of Santa Fe Springs
Department of Public Works and Human Resources
Re: Debbie Ford
11710 Telegraph Road,
Santa Fe Springs, CA 90670
debbieford@santafesprings.gov

Name: Address:	City: State: Zip Code:	Cell/Home:

Name, title, and description of person(s) who allegedly discriminated against you:

Check the box(es) for the type(s) of discrimination that was experienced:

☐	Race
☐	Sex
☐	Religion
☐	Color
☐	Age
☐	Sexual Orientation

	National Origin
	Disability
	Gender Identity
	Other (Please Describe):

1) Date(s) that alleged event(s) took place:

2) Location(s) where the alleged event(s) took place:

3) Is the alleged discrimination still ongoing?:

4) In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

5) Please list any person(s) we may contact for additional information to provide further information for your complaint:

6) Have you filed this complaint with any other federal agency, state agency, federal court, or state court? If yes, please check all that apply:

	Federal Agency
	State Agency
	Federal Court
	State Court

- 7) Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature: _____

Date:

MASTER AGREEMENT**ADMINISTERING AGENCY-STATE AGREEMENT
FOR
FEDERAL-AID PROJECTS**(District/Agency Name)

District Administering Agency

Agreement No.

This AGREEMENT, is entered into effective this

 day of

 , 20

 , by and between AGENCY NAME, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on State-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES
11. If PROJECT involves work within or partially within State-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.
16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.
17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES
18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit-A) attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached here to). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by

PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.
6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT,

ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State.

Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated

within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual PROJECT cost items.
20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.
23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:
 - a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.
 - b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.
 - c. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
10. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal

evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

11. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
12. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
13. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
14. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.
15. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT

completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

16. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.
17. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
18. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ADMINISTERING AGENCY NAME

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

- (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the

acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non- discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and

may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, sub grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *
- (2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



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: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HUGHES MARINO, INC. FOR REAL ESTATE CONSULTANT SERVICES**

DATE: June 17, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Professional Service Agreement (PSA) between the City of Santa Fe Springs and Hughes Marino, Inc.; and
- 2) Authorize the City Manager to execute the agreement and serve as the City's representative under the agreement; and
- 3) Determine that the action is categorically exempt under the California Environmental Quality Act (CEQA); and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The fiscal terms under the original PSA remain unchanged. Hughes Marino, Inc. ("Consultant") will continue to be compensated through commissions based on successful real estate transactions, with a 2% commission of the final purchase price payable at close of escrow. No immediate budget appropriation is needed; funds will be programmed in the FY 2025–26 budget.

BACKGROUND

On April 15, 2025, the City Council approved two PSAs with Hughes Marino, Inc. to provide on-call real estate consulting services for lease and sales transactions. While approved by the City Council, the agreements were not executed by the Consultant.

Instead, the Consultant and the City negotiated a new agreement, focusing solely on purchases. The Consultant will support the City with property evaluations, financial analysis, and negotiations, while remaining compliant with Assembly Bill 2992 requirements for sales transactions (i.e., 90-day agreement limits unless renewed in writing).

ANALYSIS

To address clarifications and operational needs discovered after the approval of the agreements by the City Council on April 15th, staff and the Consultant have prepared a revised agreement, to be adopted by the City Council. The revised agreement does not amend the scope of services or the method of compensation but instead revised specific sections to improve clarity, compliance, and contract administration.

The following sections were revised in the new agreement:

- **Section 1.7** – Clarifies term renewal procedures and timelines in alignment with AB 2992 for sales-related services.
- **Section 2.6** – Updates to consultant representative language as requested for clarity.
- **Section 4.1** – Revises indemnity language as recommended by our insurance provider.
- **Section 4.2** – Revises indemnity language as recommended by our insurance provider.
- **Section 4.4** – Revises indemnity language as recommended by our insurance provider.
- **Section 4.7** – Provides additional detail on dispute resolution procedures.
- **Section 4.10** – Updates to language as requested for clarity.
- **Section 5.1** – Updates to language as requested for clarity.
- **Section 5.2 (E)** – Updates to indemnification and limitations of liability to ensure consistency with current City policy and best practices.

The edits are administrative in nature and do not materially alter the City's obligations or the services to be rendered. Hughes Marino, Inc. remains well-qualified and capable of fulfilling the City's real estate needs.

ENVIRONMENTAL

Pursuant to CEQA Guidelines Section 15061(b)(3), the proposed action is categorically exempt from environmental review. The agreement does not result in any physical changes to the environment and do not authorize development activity.

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval, staff will execute the agreement with Hughes Marino, Inc. and distribute accordingly. Work will begin under the agreement, with staff providing regular updates to the City Manager's Office on progress toward identifying, negotiating, and securing real property transactions in alignment with the City's strategic objectives.

ATTACHMENT(S):

- A. PSA with Hughes Marino Inc. (Sales)

2025
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Real Estate Consultant Services)
(Parties: Hughes Marino, Inc. and City of Santa Fe Springs)

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

RECITALS

WHEREAS, CITY requires real estate broker services for the purpose of purchasing real estate properties; and

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

WHEREAS, Ordinance No. 1133, which amended Chapter 34 of Title III of the Code of Santa Fe Springs, established approval authority for all purchase orders, contracts, contract amendments, and change orders, except for emergencies and public works construction projects; and

WHEREAS, Ordinance No. 1133 authorizes the City Manager with authority to approve contracts, amendments, and change orders in an amount not to exceed \$50,000, provided that proper procurement procedures have been followed; and

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of June 17, 2025, under Agenda Item No. XX.

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

I.
ENGAGEMENT TERMS

- 1.1 TERM: This Agreement shall have a term of ninety (90) days, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. CITY hereby authorizes the City Representative to enter into a separate written agreement, executed by both Parties, to renew this Agreement for up to a 90-day period, provided that all terms, conditions, and provisions remain unchanged. The City Representative may renew the Agreement up to five (5) consecutive times. If any terms, conditions, or provisions are amended, the City

Representative shall present the modifications to the City Council for approval prior to renewing the Agreement.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to **locate and facilitate the purchase of real property in Santa Fe Springs, California**. CONSULTANT shall have no authority to obligate CITY in any way ("Purchase Services").
- B. CONSULTANT shall complete the Purchase Services by:
 - 1) Performing market evaluations and surveys
 - 2) Negotiating purchase terms for the sale of real properties
 - 3) Conducting financial analysis and comparisons
 - 4) Review the purchase and sale agreement

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Purchase Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Purchase Services in the manner described below and such Purchase Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific services or tasks requested;
 - 2. The location of where the particular services or tasks are to be performed, if applicable;
 - 3. A timeline for completing the requested services or tasks;
 - 4. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 - 5. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Purchase Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Purchase Services continuously and with due diligence so as to complete all assigned Purchase Services by the completion date indicated in each Work Order. CONSULTANT shall

cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

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

- 1.4 COMPENSATION: For Purchase Services, once CITY successfully closes escrow for the purchase of real property, CONSULTANT shall receive a commission equal to two percent (2%) of the total purchase price ("Commission"). CONSULTANT shall be entitled to this compensation even if a sale of real property closes escrow after the termination or expiration of this Agreement.

CONSULTANT shall present Seller with an initial offer that requires Seller to pay CONSULTANT in accordance with the terms of this Agreement. If during the negotiation process, Seller counteroffers or refuses to pay for any or all of CONSULTANT'S Commission as a term for the sale of real property, CITY shall, in its sole and absolute discretion, accept, reject or otherwise direct CONSULTANT to negotiate the responsibility for CONSULTANT'S Commission for the purchase of the real property. The payment of CONSULTANT'S Commission shall be in accordance with Section 1.5(A) of this Agreement.

- 1.5 PAYMENT OF COMPENSATION:

- A. Commission Payment. Payment of CONSULTANT'S Commission for the sale of any real property shall be paid through the close of escrow, whether the CITY or Seller is responsible for all or a portion of the payment in accordance with the escrow instructions included in the applicable purchase agreement.
- B. Authorized Expenses. The CITY is not responsible for out-of-pocket expenses incurred by CONSULTANT unless previously approved by the CITY in writing ("Authorized Expenses"). If Authorized Expenses are incurred, once CITY successfully closes escrow for the purchase of real property, CONSULTANT shall submit to CITY an invoice indicating the services performed and tasks completed within fifteen (15) days of escrow closing. Within thirty (30) calendar days of the escrow closing date, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts listed on the invoice. CITY will not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and reasonably examine only the records addressed by this Agreement, without charge, during CONSULTANT's normal business hours. CITY will further have the right to audit the records addressed by this Agreement, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event that prior to the expiration or termination of this Agreement, CONSULTANT ceases to perform the Purchase Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to completion of any or all tasks set forth in the Scope of Services CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. CONSULTANT will be compensated for the Purchase Services which have been earned or performed by CONSULTANT as permitted by Section 1.5 (A), up to the time of cessation or abandonment or for reimbursement of any Authorized Expenses as permitted by Section 1.5(B). For clarity, it shall not be deemed to be cessation or abandonment or failure to perform in the event CONSULTANT ceases to perform any Purchase Services due to a breach of this Agreement by CITY.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates City Manager, René Bobadilla, or his designee (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Alex Musetti to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative will supervise and direct the performance of the Purchase Services, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Purchase Services under this Agreement.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:
- A. CONSULTANT agrees to work closely with CITY staff in the performance

of the Purchase Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

- B. CITY shall at all times cooperate with CONSULTANT in a manner that provides CONSULTANT with timely and necessary responses to all questions, inquiries, documents, and approvals requested by CONSULTANT of CITY so that CONSULTANT can diligently and continuously perform the Purchase Services and tasks outlined in the Work Order and by the completion date outlined in the Work Order.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Purchase Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such facilities, labor, and material as will be sufficient in the opinion of the CITY to perform the Purchase Services within the time limits established, and as provided herein. It is understood and agreed that said facilities, labor, and material shall be furnished and said Purchase Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Purchase Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§ 81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Purchase Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents who may perform services under this Agreement will possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) who may perform services under this Agreement will possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY upon request for copying and inspection.
- H. The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services requested by CITY that are necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced within one (1) business day upon their discovery by either Party and shall be completed within the period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Purchase Services under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF CONSULTANT REPRESENTATIVE: CONSULTANT has represented to CITY that the Consultant Representative identified in Section 2.2 will perform and coordinate the Purchase Services under this Agreement. Should the Consultant Representative become unable to perform the Purchase Services for any reason during the term of this Agreement, CONSULTANT may substitute other personnel to act as the Consultant Representative of at least equal competence. In the event that CITY does not approve the replacement Consultant

Representative and CONSULTANT is unable to provide another Consultant Representative, this Agreement will terminate.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Purchase Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Purchase Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not violate the terms of this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Purchase Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Purchase Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If Consultant Representative or any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Purchase Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Purchase Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with

the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Purchase Services contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

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

required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: CITY reserves the right to modify these requirements during the term of this Agreement, including types of insurance and applicable limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. CITY shall provide CONSULTANT ninety (90) days advance written notification of such modification. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. If such modification results in a substantial additional cost to the CONSULTANT, the Parties may renegotiate CONSULTANT'S compensation or come to some other agreement to address the additional cost. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION AND LIMITATION OF LIABILITY

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, except such loss, injury, damage, claim, lawsuit, expense, attorneys' fee, litigation cost arising from the sole negligence or willful misconduct of a City Indemnatee. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, payable to and received by the CITY, its officials, officers, employees, agents, or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY. CONSULTANT'S obligation to indemnify, defend, and hold harmless the CITY shall not exceed the amount of insurance coverage available under any applicable insurance policy held by CONSULTANT and shall be limited to the applicable policy limits, with the exception of liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's gross negligence, willful misconduct, or breach of confidentiality.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 CONSULTANT'S officers, contractors, employees, agents, and directors (hereinafter, the "Consultant Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, except such loss, injury, damage, claim, lawsuit, expenses, attorneys' fees, litigation cost arising from the sole negligence or willful misconduct of a Consultant Indemnitee. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the Consultant Indemnitees with the fullest protection possible under the law. CITY acknowledges that CONSULTANT would not enter into this Agreement in the absence of CITY's commitment to indemnify, defend and protect CONSULTANT as set forth herein. CITY's obligation to indemnify shall not be restricted to insurance proceeds, if any, payable to and received by Consultant, its officers, contractors, employees, agents, and directors.
- 4.5 To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend the Consultant Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) directly attributed to CITY's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the negligence or willful misconduct of the CONSULTANT.
- 4.6 The obligations of CONSULTANT and CITY under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT and CITY expressly waive its statutory immunity under such statutes or laws as to

CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers and CONSULTANT and CONSULTANT'S officers, contractors, employees, agents, and directors.

- 4.7 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every contractor, subcontractor, agent or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, subject to Section 4.2 above, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's contractors, subcontractors, agents or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.8 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.9 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies which the CITY or CONSULTANT may have at law or in equity.
- 4.10 To the fullest extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, or business opportunities, arising out of or in connection with this Agreement or the subject matter hereof, even if advised of the possibility of such damages.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice to CONSULTANT of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated for those services and tasks which have been earned or performed by CONSULTANT up to the effective date of the termination. CONSULTANT may terminate this Agreement as provided under Section 5.2 below. If this Agreement is terminated as provided herein, CITY

may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.2 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event

of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

- C. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time according to customary business practices; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.
- D. CITY will cure any Event of Default asserted by CONSULTANT within thirty (30) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- E. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated for the Purchase Services which have been earned or performed by CONSULTANT pursuant to Section 1.5(A), up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement unless such breach by the CITY is the cause of CITY's suspension as provided herein.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

Both Parties will be liable for all reasonable legal fees plus other costs and expenses that they incur upon a breach of this Agreement by the other Party or in their exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT may suspend, or terminate this Agreement, extend the time for performance, or proceed with appropriate court action to recover damages for CITY'S breach of the Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 NON-EXCLUSIVITY: This is a non-exclusive Agreement. Both CITY and CONSULTANT acknowledge that CITY may engage other parties or individuals to

provide Purchase Services. CONSULTANT acknowledges that CITY may contract with others for Purchase Services, and CITY acknowledges that CONSULTANT retains the right to offer Purchase Services to other clients, provided that such engagements do not conflict with the obligations under this Agreement.

- 6.2 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.3 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT under this Agreement or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Purchase Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.4 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.5 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CITY:

Hughes Marino, Inc.
1450 Front Street,
San Diego, CA 92101
Attn: Alex Musetti
Phone: (619) 238-2111

City of Santa Fe Springs
11710 E Telegraph Road
Santa Fe Springs, CA 90670
Attn: Rene Bobadilla, City Manager
Phone: (562) 868-0511, ext. 7510

WITH A COPY TO:

Hughes Marino, Inc.
1450 Front Street
San Diego, CA 92101
Attn: Legal

WITH A COPY TO:

Olivarez Madruga Law
Organization, LLP
500 S Grand Avenue, 12th Floor
Los Angeles, CA 90071
Attn: Paloma McEvoy, Esq.

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

- 6.6 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.7 SUBCONTRACTING: CONSULTANT will not subcontract any of the Purchase Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.9 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.12 ATTORNEYS’ FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.20 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.21 FORCE MAJEURE: The completion deadline for any Purchase Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant

to this Section.

- 6.22 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.17, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA FE SPRINGS:

HUGHES MARINO, INC.

By: _____
René Bobadilla, City Manager

By: _____
Tucker Hughes

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

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: Cuong Nguyen, Director of Community Development

SUBJECT: INITIAL QUARTERLY UPDATE – COMPREHENSIVE ZONING CODE UPDATE PROJECT

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive and file this update on the Comprehensive Zoning Code Update project.

FISCAL IMPACT

None. Project costs are covered under the City's contract with Lisa Wise Consulting, Inc (LWC).

BACKGROUND

On November 12, 2024, the City Council authorized RFP 25-8 to initiate a comprehensive update to Chapter 155 (Zoning) of the Municipal Code. The goal is to create a streamlined, user-friendly code aligned with the General Plan and best practices in land use planning.

Following a competitive selection process, the Council awarded a two-year contract to LWC on March 18, 2025. Quarterly progress updates will be provided to the City Council through project completion in Spring 2027.

PROJECT LAUNCH

The project officially began with a kick-off meeting on April 8, 2025. Key goals include:

- Streamlining the development review process;
- Conducting inclusive and meaningful outreach;
- Modernizing and simplifying the zoning code.

A citywide tour was also conducted to help LWC understand Santa Fe Springs' development context and challenges.

OUTREACH ACTIVITIES

Early engagement is underway, with the following activities scheduled:

- **Community Workshop #1**
June 10, 2025 – Town Center Hall, 6:00 p.m.
 Introduce the project, gather initial feedback, and promote community involvement.
- **Stakeholder Interviews**
June 10–11, 2025 (in-person), with virtual sessions to follow
 Individual meetings with key stakeholders, including available City Council members.
- **City Council Study Session #1**
Planned for late summer
 Share outreach results and identify priority issues.

NEXT STEPS

The Assessment and Recommendations Memo, due Fall 2025, will review current zoning regulations, assess consistency with the General Plan, and identify areas for improvement. This document will guide preparation of the draft code in 2026.

ENVIRONMENTAL

This update is not a project under CEQA (Section 15378(b)(5)) as it constitutes general administrative activity.

CONCLUSION

The Zoning Code Update is progressing on schedule. Community engagement and technical analysis are underway, and staff will continue providing quarterly updates throughout the project.

ATTACHMENT(S)

- A. Comprehensive Zoning Code Update, Quarterly Update (June 17, 2025)
 Exhibit A – Project Timeline
 Exhibit B – Public Outreach Program

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

MEMO

To: City Council, City of Santa Fe Springs

From: Lisa Wise Consulting, Inc. (LWC)

Date: June 17, 2025

Subject: City of Santa Fe Springs Comprehensive Zoning Code Update, Quarterly Update

OVERVIEW

This memo serves as the first of several quarterly updates to the City Council during the projected 2-year Comprehensive Zoning Code Update project (Spring 2025 to Spring 2027). On March 18, 2025, the City of Santa Fe Springs awarded the contract for its Comprehensive Zoning Code Update to Lisa Wise Consulting, Inc. (LWC), following a competitive RFP process initiated in November 2024.

The primary objective of this initiative is to replace Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code with a streamlined, modern, and user-friendly document that aligns with the City's recently adopted General Plan and incorporates best practices in planning and development regulation.

PROJECT KICK-OFF

The project officially launched on April 8, 2025, with a kick-off meeting between City staff and LWC (collectively the "Zoning Code Update team"). Key accomplishments of this meeting included:

- Finalization of a comprehensive project schedule and outreach strategy
- Agreement on core project goals:
 - *Streamline the Development Review Process* to reduce delays and improve efficiency
 - *Engage the Community in a Robust Outreach Process* to ensure public and stakeholder input shapes the code
 - *Modernize the Code to Make It More User-Friendly* and accessible for all users

Following the meeting, City staff led LWC on a guided tour of Santa Fe Springs. This visit helped the consultant team better understand the city's development patterns, built environment, and zoning challenges—providing valuable context for the work ahead.

OUTREACH

Initial outreach efforts are now underway. Key activities include:

- *Workshop #1 – Community Kick-Off*
 - o Date: June 10, 2025
 - o Location: Town Center Hall
 - o Purpose: Introduce the project, gather community feedback on zoning priorities, and promote continued engagement
- *Stakeholder Interviews*
 - o Dates: June 10–11, 2025 (in-person), with virtual sessions to follow later in June
 - o Location: Community Development Department
 - o Purpose: Conduct one-on-one conversations with a broad range of stakeholders to identify issues, concerns, and ideas for improvement
- *City Council Study Session #1*
 - o Date: Late Summer 2025
 - o Purpose: Share findings from early outreach and identify key zoning issues and opportunities for reform

These outreach efforts will inform the next phase of work and help ensure that the updated Code reflects the values and priorities of the Santa Fe Springs community.

UPCOMING KEY DELIVERABLES

The Zoning Code Update team is currently preparing the Assessment and Recommendations Memo, scheduled for delivery in Fall 2025. This foundational document will:

- Evaluate the City’s existing Zoning Code and related planning documents (e.g., overlay zones, landscape and sign guidelines)
- Assess alignment with the General Plan and compliance with state and federal laws
- Identify areas of inconsistency, outdated standards, and opportunities for innovation

The memo will guide the drafting of new zoning regulations beginning in 2026.

Exhibits:

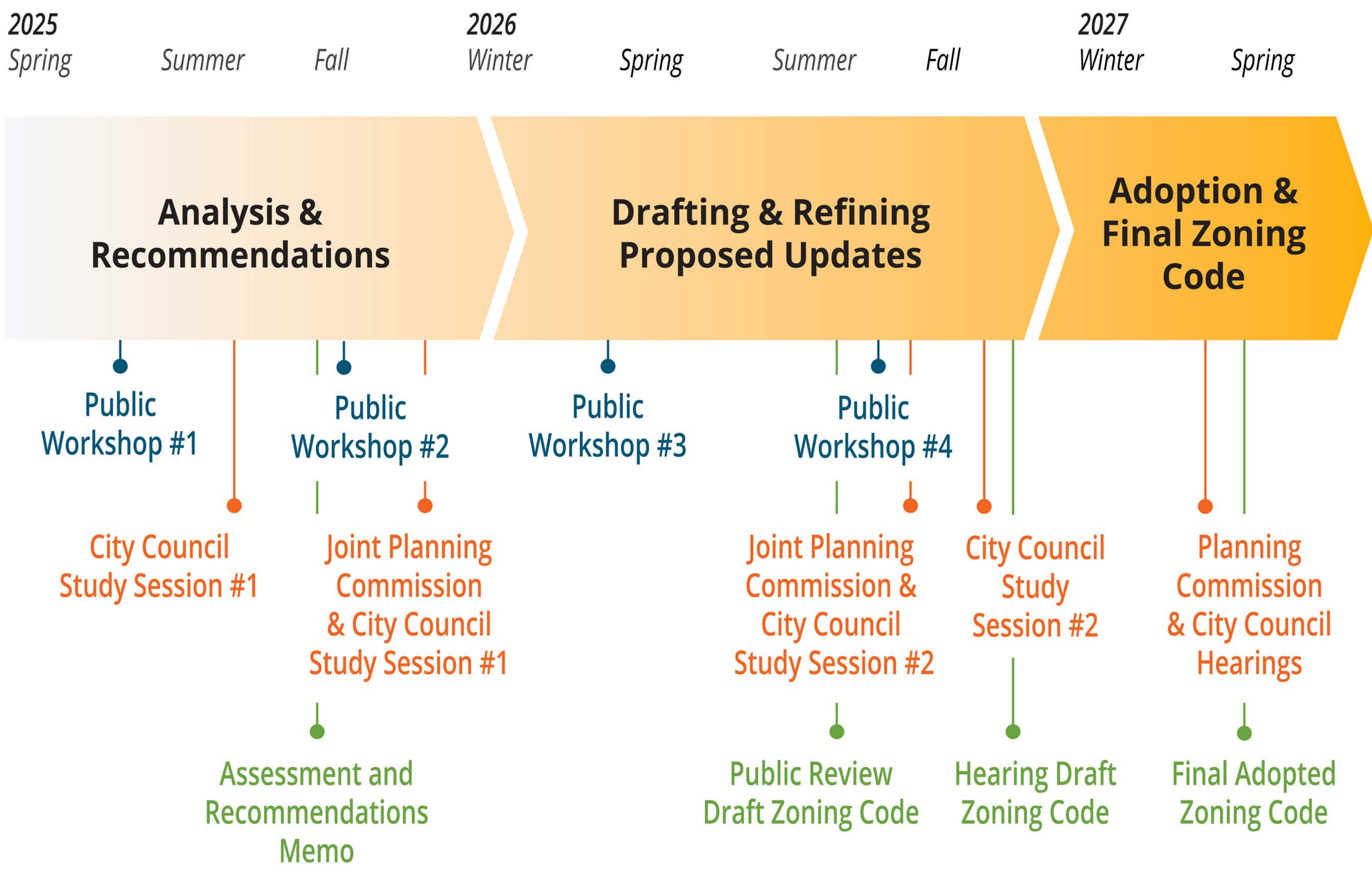
- A. Project Timeline
- B. Public Outreach Program

Project Process and Timeline

What is the Update process like?



What is the timeline for the Update?



City of Santa Fe Springs Zoning Code Update

Public Outreach Program Memo

May 2025

Prepared for:



City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Prepared by:



Lisa Wise Consulting, Inc.
939 South Broadway, Suite 611
Los Angeles, CA 90015

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Introduction

Effective public outreach in any planning process promotes awareness and understanding, creates confidence in the given project, and ensures community interests and needs are appropriately addressed in the planning products. An interactive relationship among City staff, decision-makers, interested parties, the community, and Lisa Wise Consulting, Inc. (LWC) helps lead to overall project success.

The Public Outreach Program describes public outreach events and tools that are anticipated to be used during the Zoning Code Update process. It also provides the opportunity for the City and LWC to collaborate and strategize on public engagement.

The strategy described here is intended to engage a variety of community stakeholders, including decision makers, members of the public, and City staff. As such, both traditional forms of outreach (e.g., print media) and electronic methods (via social media and other similar forums) are included. At a minimum, public outreach events will be noticed consistent with City requirements and protocol.

Overview of Outreach Activities

The Public Outreach Program incorporates a combination of techniques to gather input and engage and inform the community as effectively as possible. Key activities/outreach events of the Public Outreach Program include:

- Public Workshops (4)
- Stakeholder Interviews (up to 15)
- City Council Study Sessions (2)
- Joint Planning Commission/City Council Meetings (2)
- Quarterly Updates with City Council (8)
- Adoption Hearings (1 with Planning Commission and 1 with City Council)

The following table lists public meetings, the purpose, the corresponding scope of work task, and respective timing:

Scope of Work Task	Meeting	Topic/Purpose	Proposed Date
A.6	Public Workshop #1	Project Kickoff and Goals	Spring 2025
A.10	Stakeholder Interviews	To solicit key stakeholder input early	Spring 2025
A.7	City Council Study Session #1	Project Kickoff and Goals	Summer 2025
A.6	Public Workshop #2	Assessment and Recommendations	Fall 2025
A.7	Joint Planning Commission (PC)/City Council (CC) Meeting #1	Assessment and Recommendations	Fall 2025
A.6	Public Workshop #3	Policy Issues (Topics to be Discussed with Staff)	Spring 2026
A.6	Public Workshop #4	Public Draft Zoning Code Release	Summer 2026
A.7	Joint PC/CC Meeting #2	Public Draft Zoning Code Release	Summer 2026
A.7	CC Study Session #2	Anticipated Key Revisions for Public Hearing Draft	Fall 2026

Scope of Work Task	Meeting	Topic/Purpose	Proposed Date
A.7	Quarterly Updates to City Council	To maintain close communication with City Council (individual quarterly meeting topics TBD)	Q2 2025 to Q1 2027*
E.7	PC Public Hearing	Recommend Adoption	Late Winter/Early Spring 2027
E.7	CC Public Hearing	Adoption	Spring 2027
*Note: See the section titled “Quarterly Updates with City Council” for information regarding proposed quarterly update dates.			

General Responsibilities

City

The City will be responsible for coordinating, scheduling, noticing, and securing physical venues for all outreach events (workshops, study sessions, public hearings, and other outreach activities). The City is also generally responsible for preparing staff reports; distributing digital or physical flyers, handouts, event notices, printing workshop materials (e.g., posters, maps, etc.); posting digital content to City website and/or social media accounts; preparing and disseminating press releases; tracking lead times for press releases, e-newsletters, and social media posts; and posting content to digital billboards and providing refreshments (as appropriate). The City will also be responsible for providing and managing online videoconferencing platforms (e.g., Zoom, etc.) for all virtual quarterly meetings with City Council. All public email correspondence and website inquiries concerning the Zoning Code Update shall be directed to City staff, as the main point of contact. The City is also responsible for providing any translation and interpretation services, as needed. More specific City responsibilities are otherwise described in the corresponding section for each outreach event or tool.

LWC

LWC will be responsible for communicating directly with City staff throughout the project; facilitating discussion and feedback during outreach events; preparing draft and final presentations for public meetings and hearings; providing public-facing summaries of public outreach events such as workshops and study sessions; and conducting stakeholder interviews. LWC will also be responsible for the creation of agendas, presentations, and material for outreach events (e.g., posters, handouts, or flyers), material for the project webpage on the City's website, and content for the City's social media platforms in collaboration with City staff (e.g., indirectly with the Creative Media & Communications Divisions by way of the Community Development Department). More specific LWC responsibilities are otherwise described in the corresponding section for each outreach event or tool.

Outreach Events



Stakeholder Interviews

Format: Mixed (both in-person and virtual, by Zoom Meeting or phone call)

Purpose and Objectives: The Stakeholder interviews are intended to give LWC and the City greater insight into the highest priority considerations for the Zoning Code Update from the perspective of various stakeholders. This enables the City and LWC to better understand local challenges and opportunities that may not be effectively gathered in a larger group setting. The interviews also serve to raise awareness of the project and build trust for the process.

Approach: LWC will facilitate 30-minute, individual or small-group interviews of residents, property owners, neighborhood advocacy groups, community business groups, architecture and engineering professionals, for-profit and non-profit developers, and other appropriate stakeholders. City staff will identify potential interview participants and schedule the interviews, including sending the invites. LWC will coordinate with City on the scheduling of the interviews and setting up the Zoom/conference meeting link.

LWC will provide discussion questions to the City for review prior to the interviews. Questions will be open-ended, allowing respondents to drive the discussion, and focused on identifying key issues, opportunities, and constraints related to the Zoning Code. Based on City staff's feedback, LWC will finalize the stakeholder interview questions.

Confidentiality will be observed as it builds trust, protects stakeholders from real or perceived harm, and assures more accurate interview responses. Results from the interviews will be reported in aggregate form where no comment or comments can be attributed to any individual. Additionally, no personally identifiable information on stakeholders will be released in memos, reports, PowerPoint presentations, or other formats. Findings will be integrated into the Assessment and Recommendations Memo in Task B.7.

Timing: LWC proposes that some in-person stakeholder interviews be conducted on the same date as the first workshop (Spring 2025), with additional virtual interviews trailing the same week, as needed.



Public Workshops

Format: In-person

Purpose and Objectives: LWC will conduct four in-person public workshops to provide opportunities for public involvement before and during the preparation of the Zoning Code. The workshops are intended to reach a community-wide audience in a workshop setting where LWC presents and receives feedback.

Approach: LWC will conduct the first workshop as a public kick off of the project and discuss project goals, followed by a workshop to discuss LWC's assessment of and recommendations for the Zoning Code. During the third workshop, LWC will seek feedback on focused policy topics, whereas the last workshop will discuss the Public Review Draft Zoning Code. One of the workshops may be held as a joint workshop for the Zoning Code Update and Downtown Specific Plan (DTSP); this will be coordinated with City staff and with the consultants for the DTSP as appropriate.

LWC will prepare a PowerPoint presentation for each workshop, which will be followed by a collaborative discussion among workshop participants, LWC, and City staff. Workshops may be held in an open-house format, which would include interactive stations for participants in lieu of a PowerPoint presentation. City staff and LWC will be engaged primarily to answer questions and facilitate discussion; otherwise emphasis will be on listening to and documenting the discussion.

Timing: Workshops are anticipated to be held as follows:

Workshop	Timeframe	Topics
Workshop #1	Spring 2025	Project Kickoff and Goals
Workshop #2	Fall 2025	Assessment and Recommendations
Workshop #3	Spring 2026	Policy Issues (Topics to be discussed with staff)
Workshop #4	Summer 2026	Public Draft Zoning Code



Joint Planning Commission/City Council Meetings

Format: In-person

Purpose and Objective: Joint Planning Commission/City Council meetings provide a forum for a City's planning agency and legislative body to be involved in the development of the Zoning Code Update prior to adoption hearings, and for each body to hear the concerns of the other members in live time. They also provide an additional meeting format for the public to be informed of the project and provide input.

Approach: LWC will conduct two joint Planning Commission/City Council study sessions. Potential topics are included under Timing, below. LWC remains flexible on focused topics for these meetings as most appropriate to support the adoption of the final Zoning Code. LWC will present and answer questions at each meeting.

Timing: Joint Commission/Council meetings are anticipated to be held as follows:

Study Session	Timeframe	Topics
Joint #1	Fall 2025	Assessment and Recommendations
Joint #2	Summer 2026	Public Review Draft Zoning Code



City Council Study Sessions

Format: In-person

Purpose and Objective: Study sessions provide opportunities for decision-makers to be involved in the development of the Zoning Code Update prior to adoption hearings. They also provide an additional meeting format for the public to be informed of the project and provide input.

Approach: LWC will conduct two City Council study sessions. Potential topics are included under Timing, below. LWC remains flexible on focused topics for these study sessions as most appropriate to support the adoption of the final Zoning Code. LWC will present and answer questions at each study session.

Timing: City Council study sessions are anticipated to be held as follows:

Study Session	Timeframe	Topics
City Council #1	Summer 2025	Project Kickoff and Goals
City Council #2	Fall 2026	Anticipated Key Revisions for Public Hearing Draft



Quarterly Updates with City Council

Format: In-person (City staff)

Purpose and Objective: Quarterly updates with City Council promote close communication to ensure that City Council is informed and involved in the project early and often, so that the draft and final Zoning Code reflect the Council's priorities and goals. Updates to Council also inform the community as to the project status.

Approach: Eight quarterly informational updates will be provided to City Council to discuss project progress and key code sections as appropriate. LWC will prepare a one-page memo to update the City Council and assumes that City staff will incorporate the memo into any necessary staff reports and present the update to City Council. LWC may view the update live (no interactive virtual attendance is available) and be available to follow up and answer questions with City staff.

Timing: Quarterly (from Q2 2025 to Q1 2027). Tentative dates are proposed as follows:

- Update #1: June 17, 2025
- Update #2: September 2, 2025
- Update #3: December 2, 2025
- Update #4: March 17, 2026
- Update #5: June 16, 2026
- Update #6: September 15, 2026
- Update #7: December 1, 2026
- Update #8: February 16, 2027



Adoption Hearings

Format: In-person

Purpose and Objective: The purpose of the adoption hearings is to solicit final feedback from the community and City officials, to seek the Planning Commission's recommendation, and for the City Council to adopt the Zoning Code Update.

Approach: LWC will prepare PowerPoint presentations for the adoption hearings and respond to questions. LWC's presentations will focus on the key proposed improvements and changes to the Zoning Code, clarifying how existing standards and procedures would be altered, and the rationale supporting the amendments. LWC will support City staff in the preparation of staff reports and the resolution and ordinance.

Timing:

- *Planning Commission:* Late Winter/Early Spring 2027
- *City Council:* Spring 2027

Outreach Tools



Website Content

Purpose and Objective: The City's webpage/website will serve as the primary resource for the community to access information and learn about the Zoning Code Update and opportunities to participate.

Approach: The City will create and manage a project webpage on the City website, or a separate project website, to inform the community about the project. The website will enable interested parties to sign up for notifications on upcoming events and provide a project schedule and public draft and final deliverables. LWC will create website materials (e.g., simplified project timeline, project updates, meeting summaries, and photos/graphics) for posting on the City's website.

Timing: The webpage should be available prior to the first outreach event/activity. LWC will submit materials for posting on the website as project deliverables are approved and as project meetings occur.



Social Media

Purpose and Objective: Social media will serve as an additional channel for promoting public engagement events and notifying the public when material is available for review. The intent is to reach a wider audience and increase participation in the development of the Zoning Code Update.

Approach: City managed social media accounts (e.g., Instagram, Facebook, NextDoor, YouTube, etc.) will be used for social media postings. The City's Public Information Officer will control all postings and social media activity on the City's accounts.

Timing: Social media posts will be used throughout the project but will primarily be used to promote public engagement events (when scheduled and a reminder ahead of the event) and to provide notification when materials are available for public review. The City's social media team prefers six weeks' advance notice for all social media posts.



Press Releases/Newsletters

Purpose and Objective: Press releases/newsletters serve as an additional method for communicating information about key events or milestones during the project. The intent is to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: Press releases/newsletters are issued according to standard City protocol (e.g., e-newsletters via Constant Contact) through the City's Public Information Officer.

Timing: Press releases/newsletters will be used throughout the project but will primarily be used to notify the community about key events or project milestones. Press releases/newsletters require advanced lead time prior to circulation.



Digital Billboards

Purpose and Objective: Digital billboards serve as an additional method for communicating information about key events or milestones during the project. The intent is to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: The City has the ability to post project or meeting advertisements on digital billboards along the I-5 Freeway. Specifically, the City is allotted approximately 4-6 one-week posts per year for each billboard, although the City would like to be conservative in its use of digital billboard advertising for the Zoning Code Update since the City may need to use the billboards for other efforts.

Timing: The City may exercise its ability to post on digital billboards for the Zoning Code Update project, but this will be determined in consultation between City staff and LWC.



Flyers

Purpose and Objective: Flyers can reach residents that may not be otherwise informed of community workshops or other public meetings. The purpose of these would be to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: Flyers can be posted at physical locations that may better reach certain community members. Some typical flyer posting locations are grocery stores, transit stations or bus stops, community bulletin boards, and the library. Flyers can also be posted at City Hall and handed out at special events.

Timing: Flyers can be used throughout the process to advertise the project website and community workshops.



Online Survey

Purpose and Objectives: Surveys aim to collect feedback on the community's interest in and familiarity with the 2040 General Plan and Zoning Code; community perspectives on key issues; and insight on how community members use or reference development regulations in the Zoning Code.

Approach: Although not currently in LWC's project scope, and depending on the success of other outreach events, the City and LWC may consider development of an online survey in lieu of a workshop or other outreach to gather community priorities, concerns, perspectives, and feedback on topics related to the Zoning Code Update. Questions may include a mix of multiple-choice, rating scale, and one open-ended question (e.g., "Do you have anything else to add?"), with no more than 10-15 questions total.

Additionally, the survey would include demographic questions to understand the profile of the respondents. The City will provide a summary of responses from the survey for posting on the project website.

Confidentiality will be assured to respondents that the survey results will only be reported in aggregate format, with no individual or IP address identifiable information included in internal or external reports or communication.

Timing: To be discussed with City staff depending on the success of other outreach events.

Branding

Proposed project branding is included as a separate attachment.



Open Sans (Semibold)
Open Sans (Bold)



#231F20



#ffb000



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: KOSMONT COMPANIES, INC & DEODATE CORPORATION –
ADDITIONAL APPROPRIATION OF FUNDS**

DATE: June 17, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize the City Manager to execute Change Order No. 1 to the contract with Kosmont Companies, Inc. to complete the Economic Development Opportunities Plan (EDOP) and conduct additional work related to the implementation of the EDOP in an aggregate amount of \$75,000; and
- 2) Authorize the City Manager to execute Change Order No. 1 to the contract with DEODATE Corporation to complete work related to ongoing real estate services in an aggregate amount of \$100,000; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The proposed action requires a total appropriation of \$175,000 from the Economic Development Consultant Budget within the General Fund (10103115-542050). This includes:

- \$75,000 for Kosmont Companies, Inc. to finalize the Economic Development Opportunities Plan and continue implementation efforts; and
- \$100,000 for DEODATE Corporation to support expanded real estate program management services.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Kosmont Companies & DEODATE Corporation – Additional Appropriation of Funds

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Both amounts exceed the City Manager's individual contract authority and require City Council approval. It should be noted that the requested funds are incorporated into the proposed FY 2025-2026 budget and, should the proposed budget be approved, these amounts are available for allocation.

BACKGROUND

Contract with Kosmont Companies, Inc.

The City entered into a contract with Kosmont Companies, Inc. on May 16, 2024, to support the City's economic development efforts. The scope includes the development of an Economic Development Opportunities Plan (EDOP), analysis of market trends and business conditions, and the formulation of strategies consistent with General Plan goals.

The original not-to-exceed amount was \$50,000, of which \$48,430 has been expended. Additional funding of \$75,000 is necessary to complete the EDOP and assist in implementation, including strategic analysis of city-owned properties (*see attached work plan dated June 11, 2025*).

Contract with DEODATE Corporation

The City entered into a contract with DEODATE Corporation on April 15, 2025, for On-Call Citywide Real Estate Program Management Services. The original contract amount was \$49,651.50, with \$39,560 expended to date.

Newly activated and upcoming tasks, including right-of-way management, acquisition strategies, and disposition planning, require an additional \$100,000. These tasks will help the City proactively manage and leverage its real estate assets for economic development and community benefit.

ANALYSIS

The requested appropriations will allow the City to continue advancing key economic development initiatives identified in its strategic planning efforts.

Kosmont's work on the EDOP is in its final stages and additional funding will allow for the completion of deliverables, integration of stakeholder feedback, and strategic support in leveraging city-owned assets. Similarly, DEODATE's expanded scope enables the City to address complex real estate-related matters and implement priority projects, including acquisition strategies, property disposition, and tenant outreach. Both consultants play a complementary role in supporting long-term economic sustainability, business retention, and fiscal health.

ENVIRONMENTAL

The proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5), as it involves administrative activities of government that will not result in direct or indirect physical changes to the environment.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 17, 2025

Kosmont Companies & DEODATE Corporation – Additional Appropriation of Funds

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Therefore, CEQA does not apply.

DISCUSSION

Santa Fe Springs continues to take a proactive approach in pursuing strategic economic development and effective property management. The City's partnerships with Kosmont Companies, Inc. and DEODATE Corporation have delivered valuable insights and progress on key initiatives.

With the EDOP nearly complete, the City now has a framework for identifying opportunity sites, closing market gaps, and supporting business growth. DEODATE's real estate program support is critical to implementing these strategies, especially as the City explores acquisition and disposition options.

Approving the recommended appropriations will ensure the continuity of this work and allow staff to maintain momentum heading into FY 2025-2026.

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended action, staff will finalize agreements with Kosmont Companies, Inc. and DEODATE Corporation and coordinate the timely completion of their respective scopes or work. Updates on deliverables and implementation will be presented to the City Council as appropriate.

ATTACHMENTS:

- A. Kosmont Work Plan dated June 11, 2025

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



Memorandum

To: **City of Santa Fe Springs**
Rene Bobadilla, City Manager
Cuong Nguyen, Director of Community Development

From: **Kosmont Companies**
Ken K. Hira, President
Fernando Sanchez, Vice President

Date: June 11, 2025

RE: **Kosmont Companies Work Plan for Economic Development
Implementation Services**

I. BACKGROUND

Kosmont Companies ("Kosmont" or "Consultant") was recently hired by the City of Santa Fe Springs ("City" or "Client") to prepare an Economic Development and Opportunities Plan ("EDOP"). To develop the EDOP, Kosmont analyzed demographic, economic, and market conditions in the City, highlighted key economic development opportunity site areas, conducted stakeholder outreach, and provided economic development strategies that met the City's goals as outlined in the 2040 General Plan. These goals included business expansion, attraction, and retention, maintaining fiscal strength, and developing public / private partnerships. As an immediate next step, Kosmont suggested focusing on business expansion, attraction, and retention strategies and provided implementable action items.

The City is interested in actively implementing the suggested action items and is seeking further assistance from Consultant to advance the economic development opportunity site areas into projects that will meet the City's economic development goals.

Kosmont proposes the following Work Plan accordingly.

II. WORK PLAN

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject by. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Project Management

Kosmont will conduct coordination meetings with City staff to review progress, address comments / questions, and ensure necessary information and documentation are received and incorporated into work product in a timely manner. These meetings will occur virtually via the Microsoft Teams or Zoom teleconference platforms at appropriate milestones or periodically as determined by Client and Consultant and last approximately 30-60 minutes in duration.

Task 2: Economic Development Implementation Services

Kosmont will be available to assist the City with economic development implementation services, such as financial feasibility, project shaping / public-private transaction structuring, business expansion, attraction, and retention, and other as-needed services. These services may include the following:

Financial Feasibility

- Evaluate market data, including revenue and values, and construction and development costs
- Prepare illustrative pro formas that evaluate the potential financial feasibility and profitability of a proposed project
- Conduct sensitivity analyses to evaluate how pro forma results may vary given different land use and financial assumptions

Project Shaping / Public-Private Transaction Structuring

- Review and provide input to discussions between City, Site owner, and developer
- Assist in initial transaction structuring with a development partner (will likely require coordination with City Attorney)

Business Expansion, Attraction, and Retention

- Coordinate stakeholder engagement
- Develop marketing strategies and produce marketing collateral
- Conduct digital and over-the-phone outreach with prospective businesses and developers
- Represent the City at regional and national conferences, such as ICSC
- Market key development opportunity site areas via a Request for Qualification / Proposals ("RFQ / P") process. Manage process from developer outreach and dissemination of materials to evaluation of qualifications and proposals
- Provide updates related to business / developer interest at coordination meetings

As-Needed Services

- Review previously prepared fiscal impact and pro forma analyses
- Analyze development agreement provisions and lease documents
- Estimate potential tax generation from prospective projects / tenants

III. SCHEDULE AND REQUIRED DATA

Kosmont is prepared to commence work upon receipt of this executed Work Plan agreement. Client will provide Consultant with relevant project information, including relevant planning documentation, project proposals, site plans, and financial analyses, as appropriate.

IV. BUDGET AUTHORIZATION

Estimated budget for Tasks 1 and 2 will be \$75,000 for professional service fees per hourly rates in Attachment A. Budget may be increased by Client at any time.

Consultant is prepared to commence work upon receipt of executed Agreement.



V. ACCEPTANCE AND AUTHORIZATION

Read, understood, and agreed to this

____ Day of _____ 2025

City of Santa Fe Springs

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Ken K. Hira

Its: _____
(Title)

Its: President

ATTACHMENT A

Kosmont Companies 2025 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$525.00/hour
President	\$425.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$395.00/hour
Vice President/Project Advisor	\$295.00/hour
Senior Project Analyst	\$205.00/hour
Project Analyst/Project Research	\$195.00/hour
Assistant Project Analyst/Assistant Project Manager	\$165.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

Additional Expenses

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.*



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 OF INTENTION TO FORM AN ENHANCED INFRASTRUCTURE DISTRICT (EIFD); ESTABLISH THE SANTA FE SPRINGS EIFD PUBLIC FINANCE AUTHORITY; AND APPOINT THE MAYOR AND MAYOR PRO TEM TO THE EIFD PUBLIC FINANCE AUTHORITY**

DATE: June 17, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Adopt Resolution No. 9954, declaring its intention to establish the Santa Fe Springs Enhanced Infrastructure Financing District (EIFD) and establishing the Santa Fe Springs EIFD Public Financing Authority (PFA); and
- 2) Appoint the Mayor and Mayor Pro Tem to the Public Financing Authority Board, and appoint one member of the City Council as alternate Board member;
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no immediate fiscal impact for establishing the Santa Fe Springs EIFD or PFA. If ultimately established, the EIFD would create the opportunity to use tax increment financing to fund targeted infrastructure investments in the City. Further information regarding fiscal impact will be analyzed as part of the development of the IFP, which will be presented to the PFA and City Council as noted in the timeline above.

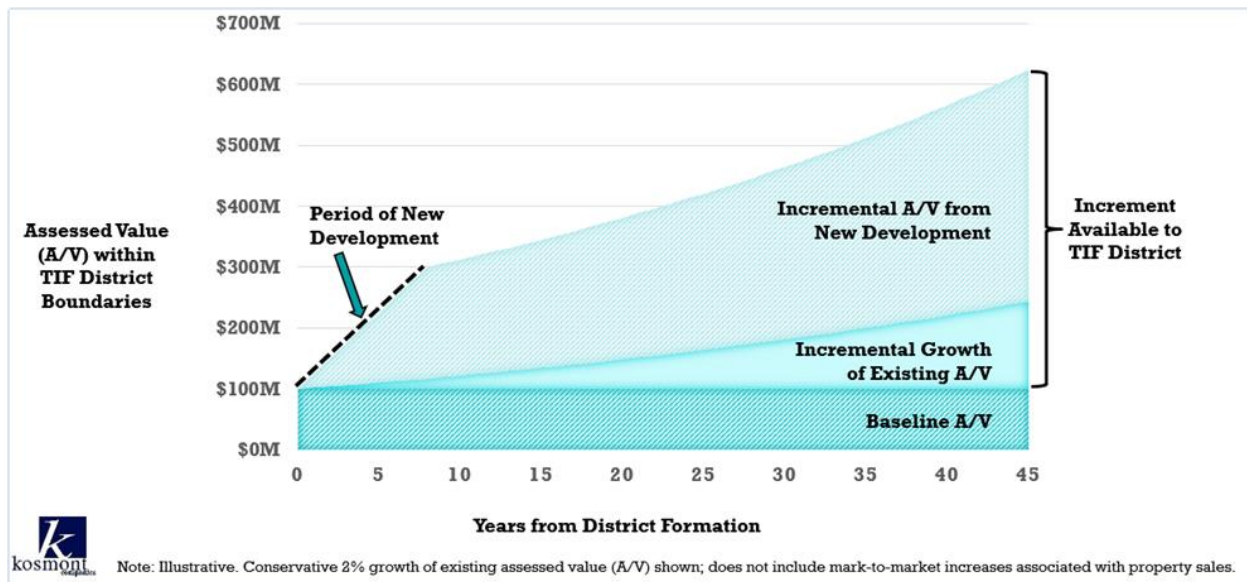
BACKGROUND

As a result of the elimination of redevelopment agencies in California, the City of Santa Fe Springs (“City”) lost a tax increment financing (TIF) tool to invest in public facilities supporting the development of communities. In 2014, SB 628 created a new tax increment financing tool called the Enhanced Infrastructure Financing District (EIFD). The original legislation has been amended to modify the EIFD formation procedural requirements and requirements to issue bonds to finance infrastructure.

STATEMENT OF FACTS

EIFDs aid cities in funding public facilities and other public investments to foster future development and increase property values. By capturing tax increment revenue generated within the district as new development occurs and property values increase over time, like a redevelopment project area, a portion of tax increment revenue is redirected from the taxing entity to the EIFD. Importantly, the establishment of EIFDs does not increase property taxes or any other taxes for landowners within or outside the EIFD boundaries.

The following chart illustrates how tax TIF captures that new revenue from new development into the EIFD (note these dollars are for illustrative purposes only):



The Los Angeles County Metropolitan Transportation Authority (Metro) has procured an expert team of consultants to provide value capture financing technical support to Los Angeles County jurisdictions with Metro transit infrastructure, including evaluation and implementation services related to EIFD. The Metro Value Capture Support team has prepared analysis at City staff's direction that demonstrates feasibility of EIFD implementation in the City to facilitate economic development across various significant development opportunity sites throughout the City via investment into critical infrastructure.

ANALYSIS

Adoption of the City Council's Resolution of Intention (Attachment 1) provides for the following:

1. **Preliminary boundaries of the EIFD.** The proposed EIFD boundaries are noted in color in Exhibit A of the Resolution of Intention. Though the exact boundaries of the EIFD are subject to further review and refinement as the formation process continues, the current boundary is focused on various significant development opportunity sites throughout the City. The land included in these boundaries totals approximately 745 acres (approximately 13% of the City).
2. **The public facilities and development proposed to be financed by the EIFD.** The activities listed under the Resolution of Intention include all eligible activities under the EIFD legislation and are listed in Exhibit B to the Resolution of Intention (more specific projects will be delineated in the required Infrastructure Financing Plan prior to district formation). Discussions so far at the staff level have identified the following examples of potential projects to be funded:
 - Water facilities
 - Sewer facilities
 - Broadband / fiber
 - Stormwater treatment
 - Potential shuttle transportation
 - Affordable housing
 - Remediation of contaminated / Brownfield sites.
3. **Use of Incremental Tax Revenue.** The Resolution of Intention anticipates that a portion (not all) of the City's future property tax increment revenue generated within the EIFD will be allocated to the EIFD. The exact amounts will be determined in future resolutions adopted by the City Council. It is anticipated that the County may additionally participate in the EIFD, in which case, a portion of the County's property tax increment revenue would also be allocated to the EIFD.
4. **Establishes a Public Financing Authority to serve as the governing board of the EIFD.** Given the anticipated participation of the County in the EIFD, the Public Finance Authority (PFA) membership is proposed to be comprised of two members of the City Council, one County Supervisor, one member of the public appointed by the City Council (to be appointed at a future date), and one member of the public appointed by the County Board of Supervisors. An alternate PFA board member will also be appointed to represent the City Council in the absence of a regular member.
5. **Sets a time and place for the first public hearing on the EIFD to be conducted by the Public Financing Authority.** The first public hearing is tentatively scheduled for November 11, 2025, at 6:00 p.m., or as soon thereafter

as the matter may be heard, in the City Hall Council Chambers, 11710 Telegraph Road, Santa Fe Springs, CA 90670.

Approval of the Resolution of Intention and appointments to the PFA begin a series of activities that will take place over the next several months, primarily by the PFA Board. The following schedule outlines the various key tasks and milestones in the formation process. As the following proposed schedule indicates, the final City Council approvals are expected to follow later in calendar year 2025 or early 2026.

Task	Target Date	Notes
County Board of Supervisors Consideration of a Resolution of Intention to Partner with the City in the EIFD	June or July 2025	
Initial meeting of Public Financing Authority (PFA)	August 2025	PFA will review the EIFD, potentially adopt bylaws, direct the preparation of the draft Infrastructure Financing Plan (IFP)
PFA meets to review draft IFP	October 2025	
City Council considers resolution approving the IFP and allocation of property tax increment	November 2025	
County Board of Supervisors considers resolution approving the IFP and allocation of property tax increment	November 2025	
PFA holds Public Hearing #1	December 2025	Additional comments taken; PFA takes action to modify or reject IFP, or otherwise proceed to Public Hearing #2
PFA holds Public Hearing #2 and Protest Proceeding	January 2026	If majority protest exists – PFA takes action to terminate EIFD. If no majority protest, PFA can propose adoption of the IFP and formation of the EIFD
Staff files EIFD with State Board of Equalization (BOE)	February 2026	

The IFP referenced in the timeline above becomes the roadmap for the work to be accomplished by the EIFD. The IFP will analyze the tax increment anticipated to be generated by the properties in the EIFD boundary, consider the cost of various infrastructure options to be considered for investment, evaluate the bonding capacity created by the tax increment generated, estimated general fund fiscal impacts, and provide a plan for how the EIFD will capture tax increment to fund infrastructure investments. The IFP contents are currently under development and will be provided in draft format to the public, PFA, and City Council in accordance with the schedule above.

Public information is an important part of the EIFD formation process. A web page will be developed that will serve as a resource to interested stakeholders. Landowners and residents within the EIFD boundaries will also receive mailed notifications of public meetings and hearings throughout the formation process, and public hearings will additionally be advertised via local newspaper. In the event of a majority protest by property owners or residents within the boundaries, the formation proceedings would be discontinued.

ENVIRONMENTAL

The City Council's adoption of the Resolution of Intention and establishment of the PFA are exempt from the California Environmental Quality Act (CEQA) as they are actions solely related to the creation of a government funding mechanism and the administrative or organizational activities of the City. Therefore, these actions do not constitute a "project" pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5). Neither of these actions could result in a physical change in the environment because the City has not committed itself to any specific project(s) that could be funded by the EIFD. As a separate and independent ground, these actions are exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that they will have a significant effect on the environment. However, future actions (such as the approval of infrastructure improvements using funding from the EIFD) will be subject to environmental review in accordance with CEQA.

DISCUSSION

The proposed Resolution of Intention initiates the formation of the Santa Fe Springs Enhanced Infrastructure Financing District (EIFD) and establishes the Public Financing Authority (PFA) as the governing body. The EIFD will enable the City to use a portion of future property tax increment revenues to fund infrastructure improvements without raising taxes.

The proposed EIFD area covers approximately 745 acres and includes several key development opportunity sites. Potential projects may include upgrades to water, sewer, broadband, stormwater, transportation, affordable housing, and environmental remediation.

Appointing the Mayor and Mayor Pro Tem to the PFA ensures City leadership in guiding this effort. The PFA will oversee the development of the Infrastructure Financing Plan (IFP), manage public engagement, and conduct required public hearings. The IFP will detail project priorities, tax increment projections, and fiscal impacts.

SUMMARY/NEXT STEPS

Adoption of the Resolution and appointment of PFA members starts the formal EIFD formation process. Key next steps include:

- **Summer 2025:** County considers participation and PFA convenes initial meeting.
- **Fall 2025:** Draft Infrastructure Financing Plan prepared and reviewed.
- **Winter 2025–2026:** Public hearings conducted; EIFD formation decision made.
- **Early 2026:** EIFD submitted to State if approved.

City staff and the Metro consultant team will continue public outreach, prepare the IFP, and return with further recommendations as the process advances.

ATTACHMENT(S):

A. Resolution No. 9954

Exhibit A – Proposed Santa Fe Springs EIFD Boundary

Exhibit B – List of Authorized Public Facilities

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

RESOLUTION NO. 9954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING ITS INTENTION TO ESTABLISH THE SANTA FE SPRINGS ENHANCED INFRASTRUCTURE FINANCING DISTRICT TO FINANCE THE CONSTRUCTION, REPAIR, ACQUISITION, AND/OR MAINTENANCE OF CAPITAL IMPROVEMENTS AND FACILITIES, INCLUDING THE ACQUISITION AND/OR REMEDIATION OF LAND FOR SUCH IMPROVEMENTS AND FACILITIES; AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, SB 628, effective as of January 1, 2015, allows a city or county to create a separate government entity known as an “Enhanced Infrastructure Financing District” (EIFD) within a defined area to finance certain infrastructure projects with community-wide benefits; and

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the “EIFD Law”), the City Council of the City of Santa Fe Springs (“Council”) is authorized to initiate the process to establish an EIFD; and,

WHEREAS, EIFDs are financed through tax increment generated from the growth in property taxes collected from within a designated district boundary. There are no new taxes or impacts to the property owner within an established EIFD; and,

WHEREAS, EIFD tax increment may be used to pay for a variety of public facilities and other projects authorized by the EIFD Law within the established EIFD boundaries or outside of the established EIFD boundaries if there is a tangible connection to the work of the EIFD, including but not limited to infrastructure such as roads, utilities, streetscapes, parks and public recreation, or other community facilities. Funding may also be used to facilitate public-private activities by enticing development with infrastructure development and expansion, including new industrial-manufacturing facility construction and repair, and brownfields remediation. Affordable housing, including affordable senior housing, is also an eligible activity; and,

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) has procured an expert team of consultants to provide value capture financing technical support to Los Angeles County jurisdictions with Metro transit infrastructure, including evaluation and implementation services related to EIFD. The Metro Value Capture Support team has prepared analysis at City staff’s direction that demonstrates feasibility of EIFD implementation in Santa Fe Springs; and,

WHEREAS, the prerequisites set forth in Government Code Section 53398.54 have been complied with prior to the City initiating the creation of or participating in the governance of the EIFD, and the City will provide the required certification to the California Department of Finance (“DOF”) in accordance with the EIFD Law; and,

WHEREAS, the proposed boundaries of the Santa Fe Springs EIFD are identified on Exhibit A entitled "Proposed Santa Fe Springs EIFD Boundary", a copy which is on file in the office of the City Clerk; and,

WHEREAS, the EIFD will be governed by a Public Financing Authority ("PFA") board which will be responsible for implementing the Infrastructure Financing Plan for the EIFD ("IFP"), and the PFA is required to be established by the City Council at the same time that the Council adopts its intention to form the proposed EIFD; and,

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") as an action solely related to financing and is not in-and-of itself a "project" (pursuant to CEQA Guidelines Section 15378) since it does not result in a physical change in the environment because the City has not committed itself to fund any specific projects through the EIFD. However, future actions (such as the funding and/or approval of infrastructure improvements using funding from the EIFD) will be subject to environmental review in accordance with CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS FOLLOWS:

- Section 1. The City Council of the City of Santa Fe Springs proposes and intends to cause the establishment of an EIFD under the provisions of the EIFD Law.
- Section 2. The name proposed for the EIFD shall be the "Santa Fe Springs Enhanced Infrastructure Financing District."
- Section 3. The proposed boundaries of the EIFD are as shown on Exhibit A attached hereto, which are preliminarily approved and on file in the office of the City Clerk and incorporated herein by reference.
- Section 4. The types of public facilities and development proposed to be financed or assisted by the EIFD pursuant to the EIFD Law are those listed on Exhibit B, attached hereto and incorporated herein by reference.
- Section 5. The City Council hereby finds that the EIFD is necessary for the area within the boundaries of the EIFD and the City. The City Council's stated goals for the EIFD are to create a means by which to assist in the provision of public facilities or other specified projects of communitywide significance that provide significant benefits to, promote economic development of, and enhance quality of life within, the boundaries of the EIFD or the surrounding community.
- Section 6. The City Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City of Santa Fe Springs and some or all other affected taxing entities within the EIFD may be used to finance the activities described in Section 4 and listed on Exhibit B. The incremental property tax financing will be described in an IFP to be prepared for approval by the PFA, the City Council, and the legislative bodies of all participating taxing entities under EIFD Law.

Section 7. The City or County of Los Angeles may allocate tax revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law (Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code) to the EIFD pursuant to Government Code Section 53398.75.5, if applicable. The City Council does not intend to contribute sales and use taxes or transactions and use taxes to the EIFD.

Section 8. The City Council hereby establishes the “Public Financing Authority of the Santa Fe Springs Enhanced Infrastructure Financing District” to serve as the governing board of the EIFD:

- A. The PFA membership shall be comprised initially of three members of the City Council appointed by the City Council and two public members selected by the City Council. Members shall serve at the pleasure of the City Council, as the case may be, and shall serve until their successor assumes office.
- B. The City Council further declares that, pursuant to Government Code Section 53398.51.1, should another taxing entity agree to participate as a taxing entity, then the PFA membership shall be modified in accordance with Government Code Section 53398.51.1. For example, if the County of Los Angeles (“County”) agrees to participate as a taxing entity and the participating taxing entities consist of the City and the County, then the PFA membership shall be modified to be two members of the City Council, one member of the County Board of Supervisors (“Board of Supervisors”), one member of the public appointed by the City Council, and one member of the public appointed by the Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.
- C. The legislative body of each participating taxing entity may appoint one of its members to be an alternate member of the PFA board who may serve and vote in place of a member who is absent or disqualifies themselves from participating in a meeting of the PFA.
- D. The members are subject to compliance with the EIFD Law and all applicable ethics laws, including Article 2.4 (commencing with Section 53234) of Chapter 2 of the Government Code.
- E. The City Council, and the governing bodies of any other participating entities shall comply with Government Code Section 54974.

Section 8. The City Council hereby sets the time and place for a public hearing of the PFA regarding the proposed EIFD and IFP, to be held on December 2, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard, at

City Hall Council Chambers, 11710 Telegraph Road, Santa Fe Springs, CA 90670.

- Section 9. Pursuant to Government Code Section 53398.60, the City Clerk is hereby directed to mail a copy of this Resolution to the PFA and each owner of land (as defined in the EIFD Law), or alternatively with respect to the owners of land may mail a single-page notice of intention identified in Government Code Section 53398.60(b), within the EIFD and to each affected taxing entity (as defined in the EIFD Law). In addition, the City Clerk is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the City. The notice shall state that the EIFD will be used to finance public works, briefly describe the facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place, when and where any persons having any objections to the proposed IFP, or the regularity of any of the prior proceedings, may appear before the PFA and object to the adoption of the proposed IFP.
- Section 10. The Successor Agency to the Redevelopment Agency of the City of Santa Fe Springs (Successor Agency) has received a finding of completion, as specified in California Health and Safety Code Section 34179.7.
- Section 11. In accordance with Government Code Section 53398.54, the City certifies to the DOF and to the PFA that no former Redevelopment Agency of the City of Santa Fe Springs (Former RDA) assets that are the subject of litigation involving the State of California, where the City or the Successor Agency are a named plaintiff, have been or will be used to benefit any efforts of the EIFD unless the litigation and all possible appeals have been resolved in a court of law. The City Clerk is authorized and directed on behalf of the City to provide or make this certification to the DOF within 10 days after the City Council's action to participate in the EIFD pursuant to Government Code Section 53398.68 or the City Council's action to form the EIFD pursuant to Government Code Section 53398.69, by delivery of a copy of the appropriate Resolution or signing a separate certification, if and as required by the DOF.
- Section 12. The State Controller has completed its review as specified in California Health and Safety Code Section 34167.5 of asset transfers between the Former RDA, the City or any other public agency. The Successor Agency and the City have complied with all of the State Controller's findings and orders stemming from such review.
- Section 13. This Resolution in no way obligates the PFA to establish any EIFD.
- Section 14. If any section, subsection, phrase or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

Section 15. This Resolution shall take effect immediately upon its adoption.

Section 16. The City Manager, or designee, are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 17. The City Clerk of the City of Santa Fe Springs shall certify as to the adoption of this Resolution.

ADOPTED and APPROVED this 17TH day of June 2025 by the following vote:

AYES:

NOES:

ABSENT:

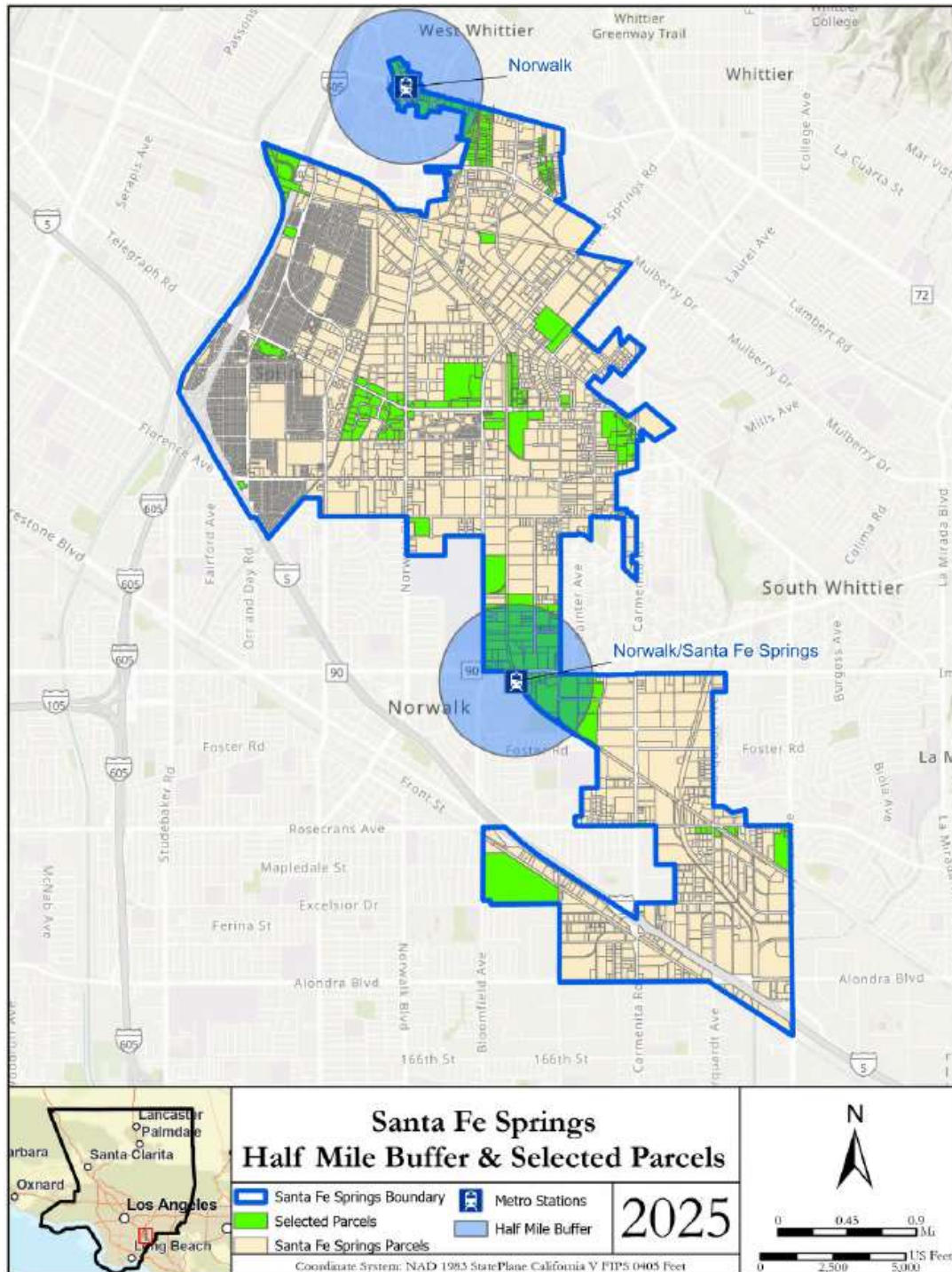
ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando N. Munoz, CMC
City Clerk

EXHIBIT A **Proposed Santa Fe Springs Enhanced Infrastructure Financing District (EIFD)** **Boundaries**



*Proposed EIFD parcels are highlighted in green (approx. 745 acres).
 Santa Fe Springs City boundaries and transit station radii are noted for reference only.*

EXHIBIT B

CITY OF SANTA FE SPRINGS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) LIST OF AUTHORIZED PUBLIC FACILITIES

The Santa Fe Springs EIFD may finance the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real tangible property with an estimated useful life of 15 years or longer which are public capital facilities or other projects of community-wide significance that provide significant benefits to the EIFD or the surrounding community. The EIFD may also finance the ongoing or capitalized costs to maintain public capital facilities financed in whole or in part by the EIFD. Facilities funded may be located outside the boundaries of the EIFD, as long as they have a tangible connection to the work of the EIFD as detailed in the infrastructure financing plan. The EIFD may also finance the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of property. The EIFD may finance costs described in Government Code Sections [53398.52 [list of eligible improvements]] 53398.56 [replacement housing and relocation obligations if required by actions of EIFD] and 53398.57. Projects financed by the EIFD may include, but not be limited to, all of the following:

- Highways, interchanges, and ramps;
- Bridges;
- Arterial streets;
- Parking facilities;
- Transit facilities;
- Parks, recreational facilities, and open space;
- Sewage treatment and water reclamation plants and interceptor pipes;
- Facilities for the collection and treatment of water for urban uses;
- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles;
- Storm water conveyance and collection facilities;
- Flood control levees and dams, retention basins, and drainage channels;
- Child care facilities;
- Libraries;
- Broadband and telecommunications infrastructure;
- Sidewalks and streetscape improvements;
- Bicycle lanes and paths;
- Public art;
- Corporation yards;
- Police facilities;
- Brownfield restoration and other environmental mitigation;
- Affordable housing as authorized under the EIFD Law;
- Projects that implement a sustainable communities strategy and transit priority projects;
- Acquisition, construction, or repair of industrial structures for private use;
- Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses;
- Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought;

EXHIBIT B

CITY OF SANTA FE SPRINGS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) LIST OF AUTHORIZED PUBLIC FACILITIES

- Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

Other Expenses

In addition to the direct costs of the above facilities, other incidental expenses as authorized by the EIFD Law, including, but not limited to, the cost of environmental evaluation and environmental remediation; engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; costs of issuance of bonds or other debt of the EIFD, of a community facilities district of the City, or of any other public agency for authorized facilities and payment of debt service thereon; financing costs of improvements incurred by developers until reimbursement from the EIFD; costs incurred by the County or the EIFD in connection with the division of taxes pursuant to Government Code Section 53398.75; or costs otherwise incurred in order to carry out the authorized purposes of the EIFD; reimbursements to other areas for facilities serving the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection and acquisition of the authorized facilities.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council

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

BY: Julio Morales, Department of Finance and Administrative Services

**SUBJECT: AUTHORIZATION TO ISSUE BLANKET PURCHASE
ORDERS/AUTHORIZATIONS FOR FISCAL YEAR 2025 - 26**

DATE: June 17, 2025

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Authorize issuing Blanket Purchase Orders/Authorization amounts to various vendors for purchases occurring during Fiscal Year 2025-26; and
- 2) Authorize the City Manager to approve up to an additional ten (10) percent for each purchase order, if necessary, during the same fiscal year; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

As part of the assessment process for this request, the Finance Department reviewed all vendors/contractors purchase orders and contracts open during FY 2024 - 25. The review identified some vendors/contractors utilized by multiple departments (i.e., office supplies, maintenance supplies, printing, etc). To ensure these purchases meet internal and external purchasing guidelines, the City Council is requested to authorize blanket purchase orders/authorization to each of the listed vendors/contractors. If this recommendation is approved, the Finance Department will issue Blanket Purchase Orders/Authorizations to each vendor in the amounts identified in Attachment No. 1. In total, there are nine (9) vendors/consultants listed.

It is also requested that the City Manager be given the authority to approve an additional ten (10) percent to each vendor/contractor during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the upcoming fiscal year (July 1,

2025 through June 30, 2026). The proposed FY 2025-26 budget will include appropriations for purchasing the items/services required from the vendors/contractors in the table.

The anticipated total amount shall not exceed \$1,210,000.

DISCUSSION

As a member of the various cooperative purchasing networks/cooperatives, the City has access to several publicly vetted purchase orders and agreements for various goods and services. Included in this list are Amazon, Lowe's, and Cosby Oil. These vendors/contractors have valid agreements within the network, or the services adhere to applicable non-bidding requirements. This is under the guidelines found within Santa Fe Springs Municipal Code Section 34.18.

SUMMARY

The Department of Finance requests Blanket Purchase Orders/Authorizations with various vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process. If approved, these purchase orders/authorizations will take effect at the beginning of FY 2025 – 26.

ATTACHMENTS

A. Blanket Purchase Order/Authorization List for FY 2025 – 26

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

ATTACHMENT NO. 1

Prior Year No.	Vendor Name	Description	:	Total Amount
3250001	Cosby Oil Company	UNLEADED AND DIESEL FUEL CITYWIDE	\$	300,000
3250004	Lowes	GENERAL HARDWARE & SUPPLIES	\$	60,000
3250005	Quaient Finance USA	POSTAGE METER	\$	75,000
3250007	Amazon	GENERAL SUPPLIES	\$	300,000
3250008	SC Fuels	OIL & LUBRICANTS - CITYWIDE	\$	125,000
3250010	Star Auto Care	GENERAL VEHICLE REPAIRS	\$	125,000
3250016	Daniels Tire Service, Inc.	TIRE SERVICES AND REPAIRS	\$	50,000
3250283	Ingram Library Services	ADULT & CHILDREN BOOKS, AUDIO, DVD, PROCESSING	\$	60,000
N/A	D & R Office Works	GENERAL OFFICE FURNITURE/SUPPLIES	\$	55,000
3250293	Certified Records	DOCUMENT MANAGEMENT/RETRIEVAL	\$	60,000
			Totals	\$ 1,210,000