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

TUESDAY, AUGUST 19, 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	**Nicholas Razo**
Fire Chief	**Chad Van Meeteren**
Police Chief	**Aviv Bar**
Director of Community Development	**Cuong Nguyen**
Director of Community Services	**Maricela Balderas**
Director of Finance	**Julio Morales**
Director of Parks & Recreation	**Gus Hernandez**
Director of Police Services	**Arlene Salazar**
Director of Public Works	**James Enriquez**
City Clerk	**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.

CITY COUNCIL

1. CLOSED SESSION
THREAT TO PUBLIC SERVICES OR FACILITIES
(Pursuant to Government Code Section 54957)
Consultation with: René Bobadilla, City Manager

2. 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

3. CLOSED SESSION
CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION
(Pursuant to Government Code Sections 54956.9(d)(2) and 54569(e)(1)): Three Matters

SUCCESSOR AGENCY

4. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: APNs: 8011-018-900, -901, -902, -903, -904, -905, -906, AND 8011-019-911 (MC&C III)
Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development
Negotiation parties: Inland Kenworth (U.S.) Inc.
Under negotiation: Lease price and terms related to interests in real property

CLOSED SESSION REPORT

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

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

5. STUDENT RECOGNITION FOR BOXCAR MURAL SUBMISSIONS (COMMUNITY SERVICES)

6. RECOGNITION OF SANTA FE SPRINGS HOME BEAUTIFICATION AWARDS (COMMUNITY SERVICES)

7. ECONOMIC DEVELOPMENT OPPORTUNITIES PLAN (COMMUNITY DEVELOPMENT)

CHANGES TO AGENDA

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

8. RESOLUTION NO. 9976 – AUTHORIZING TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE AND ADMINISTER YEAR 5 PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDING (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing; and

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

3) Adopt Resolution No. 9976 (Attachment “A”), authorizing the allocation of Year 5 PLHA funds on two programs assisting families and individuals in Santa Fe Springs experiencing homelessness with (1) residential rental assistance and (2) rapid re-housing with the following allocations (Attachment “C”):

i.	Residential Rental Assistance Program:	$33,893
ii.	Rapid Re-Housing Program:	$25,000

Total Year 5 PHLA Budget:	$58,893

4) Appropriate $58,893 into FY25-26 Fiscal Year Budget and establish a non-general fund Activity Detail Budget and special revenue account; and

5) Authorize the City Manager to execute a reimbursement contract with City Attorney approval; and

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

9. RESOLUTION NO. 9967 – FULL STREET VACATION OF TWO PUBLIC RIGHT-OF-WAY EASEMENTS AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND A PORTION OF FREEWAY DRIVE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the portion of Carmenita Road, south of Excelsior Drive, and the portion of Freeway Drive, north of the Carmenita I-5 offramp, as described in the City Engineer's Report and in Attachment A, are no longer needed as public rights-of-way ("ROW") and are unnecessary for present or prospective public use; and

2) Find that the street vacation does not qualify as a "project" under CEQA; and

3) Conduct the public hearing and adopt Resolution No. 9967, ordering the vacation of a portion of Carmenita Road, south of Excelsior Drive, and a portion of Freeway Drive, north of the Carmenita I-5 offramp; and

4) Authorize the City Manager or designee to determine title to the land so vacated and, if title is in the City's name, execute a quitclaim deed to the adjacent property owners; and

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

OLD BUSINESS

10. BOX CAR MURAL SELECTION (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Review the (5) five Box Car Mural designs, presented by Artists Ivo Vergara, an international visual artist and Artist Rachel Lofthouse of Phoenix Design Company and select (1) one to be installed on the Heritage Park train box car; and

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

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

11. MINUTES OF THE JULY 1, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

12. 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

13. MINUTES OF THE JULY 1, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

14. 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

15. MINUTES OF THE JULY 1, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

16. MINUTES OF THE JULY 1, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

17. MINUTES OF THE JULY 1, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

18. ON-CALL TREE MAINTENANCE SERVICES – AWARD OF CONTRACT FOR RFB NO. 25-1 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Accept the proposal from West Coast Arborists, Inc. in response to RFB No. 25-1 for On-Call Tree Maintenance Services; and

2) Award a contract to West Coast Arborists, Inc. from Anaheim, California for On-Call Tree Maintenance Services for an annual fee not-to-exceed $350,000; and

3) Authorize the City Manager to execute the agreement with West Coast Arborists, Inc.; and

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

19. RESIDENTIAL STREET IMPROVEMENT 2024-2025 – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to Toro Enterprises, Inc. of Oxnard, California for $1,718,468.68 (Less 5% Retention); and

2) Approve the final contract amount with Toro Enterprises, Inc. in the amount of $6,615,744.70; and

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

20. SHOEMAKER AVENUE AND BROADWAY AVENUE STREET IMPROVEMENT – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to Sequel Contractors, Inc. of Santa Fe Springs, California for $312,413 (Less 5% Retention); and

2) Approve the final contract amount with Sequel Contractors, Inc. in the amount of $971,328; and

3) Authorize the Director of Public Works to execute Contract Change Order Nos. 1 - 4 in an aggregate amount of $159,485; and

4) Appropriate $20,000 from Measure SFS funds to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504); and

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

21. STREET LIGHT LED CONVERSION PROJECT – CHANGE ORDER APPROVAL (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute Contract Change Order No. 1 in the amount of $44,000 and Contract Change Order No. 2 in the amount of $79,730 with Yunex, LLC, for additional work in an aggregate amount of $123,730; and

2) Take such additional and related action as may be desirable.

22. INTRODUCTION OF ORDINANCE NO. 1161 – DISSOLVING THE TRAFFIC COMMISSION AND REPEALING SECTIONS 70.40 THROUGH 70.44 OF CHAPTER 70 (GENERAL PROVISIONS) OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Introduce by title only and waive further reading of Ordinance No. 1161:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS DISSOLVING THE TRAFFIC COMMISSION AND REPEALING SECTIONS 70.40 THROUGH 70.44 OF CHAPTER 70 (GENERAL PROVISIONS) OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE; and

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

23. FLEET MAINTENANCE SERVICES – AWARD OF CONTRACT TO PCAM LLC (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Award a piggyback contract to PCAM LLC of Commerce, CA in an annual not-to-exceed amount of $450,000 for fleet maintenance services in accordance with Santa Fe Springs Municipal Code §34.18; and

2) Authorize the City Manager to execute the agreement with PCAM LLC; and

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

24. PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR PREPARATION OF THE DOWNTOWN SPECIFIC PLAN (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the award of RFP 25-13 to The Arroyo Group for the Downtown Specific Plan; and

2) Approve a Professional Services Agreement between the City of Santa Fe Springs and The Arroyo Group; and

3) Authorize the City Manager to finalize, execute and act as the City Representative for the Professional Services Agreement with The Arroyo Group; and

4) Determine that the action is categorically exempt pursuant to the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.); and

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

25. APPROVE AND ADOPT THE 2025 CITY OF SANTA FE SPRINGS ECONOMIC DEVELOPMENT OPPORTUNITIES PLAN (EDOP) (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Review, approve and adopt the 2025 City of Santa Fe Springs Economic Development Opportunities Plan (EDOP), as prepared by Kosmont Companies;

2) Direct staff to begin implementing priority action items identified in the EDOP; and

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

26. AMENDMENT NO. 1 TO AGREEMENT WITH LISA WISE CONSULTING (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute Amendment No. 1 to the agreement with Lisa Wise Consulting (Lisa Wise) to expand the scope of work to include reviewing and making recommendations regarding the City's industrial design objective standards in an amount that shall not exceed $42,275; and

2) Authorize the City Manager to take any additional, related action(s) that may be desirable.

27. APPROVAL OF AN EXCLUSIVE NEGOTIATION AGREEMENT WITH INLAND KENWORTH INC. FOR THE DEVELOPMENT OF A MEDIUM AND HEAVY-DUTY TRUCK DEALERSHIP (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Exclusive Negotiation Agreement (ENA) between the City of Santa Fe Springs and Inland Kenworth Inc., for the potential purchase and development of a medium- and heavy-duty truck dealership within the City limits;

2) Authorize the City Manager to execute the ENA in substantially the form presented, with such minor modifications as approved by the City Attorney; and

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

28. ART IN PUBLIC PLACES FY 2025-26 ART EDUCATION GRANT PROGRAM AWARDS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the FY 2025-26 award distribution of $66,911.45, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients.

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

29. APPROVAL OF TRANSPORTATION SERVICES AGREEMENT WITH PCAM, LLC (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9975 approving a cooperative contract services agreement with PCAM, LLC dba Parking Company of America in the amount of $672,900 for

the management and operations of the City's Dial-A- Ride (DAR) services in accordance with Santa Fe Springs Municipal Code §34.18; and

2) Authorize the City Manager to execute the contract agreement with PCAM, LLC dba Parking Company of America (PCAM); and

3) Appropriate $672,900 from the Transit Budget Account No. 10105850 for DAR operations; and

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

30. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ & COMPANY LLP FOR FINANCIAL AUDIT SERVICES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute a Professional Services Agreement with Vasquez & Company LLP for server upgrades required for Financial Audit Services in the amount of $227,694 through June 30, 2027; and

2) Authorize the City Manager, at their discretion, to execute extension options for Year 4 and Year 5 in an additional amount that shall not exceed $159,487; and

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

31. TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDING JUNE 30, 2025 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the report.

32. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH AP TRITON, LLC, TO PROVIDE PROFESSIONAL CONSULTATION SERVICES TO THE CITY OF SANTA FE SPRINGS FIRE DEPARTMENT (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the award of a Professional Services Agreement (PSA) with AP Triton, LLC, as a sole source provider, to provide professional consulting services for the City's Response to Request for Proposals (RFP): Ambulance Service: Response to Los Angeles County's RFP; and

2) Adopt a Resolution to waive the City's competitive bidding process with AP Triton, LLC, with respect to this PSA; and

3) Authorize the City Manager to execute the PSA and any subsequent amendments, subject to approval by the City Attorney as to form; and

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

33. REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME): AWARD OF CONTRACT (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to enter into a Professional Services Agreement with Fire Support Services, LLC and award a contract for the part-time Regional Training Group Civilian Assistant Planning Coordinator position, funded through the 2023, 2024, and 2025 State Homeland Security Program grants; and

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

34. ADOPTION OF RESOLUTION PROCLAIMING THE CITY MANAGER TO ACT AS THE DIRECTOR OF EMERGENCY SERVICES DURING THE EXISTENCE OR THREATENED EXISTENCE OF A LOCAL EMERGENCY (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the attached Resolution proclaiming the City Manager to act as the Director of Emergency Services during the existence or threatened existence of a local emergency, in accordance with California Government Code Section 8630 and Chapter 26 of the Santa Fe Springs Municipal Code; and

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

I, Fernando N. Muñoz, 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.

ITEM # 8

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arlene Salazar, Director of Police Services

SUBJECT: **RESOLUTION NO. 9976 – AUTHORIZING TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE AND ADMINISTER YEAR 5 PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDING**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Open the Public Hearing; and

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

3) Adopt Resolution No. 9976 (Attachment "A"), authorizing the allocation of Year 5 PLHA funds on two programs assisting families and individuals in Santa Fe Springs experiencing homelessness with (1) residential rental assistance and (2) rapid re-housing with the following allocations (Attachment "C"):

i.	Residential Rental Assistance Program:	$33,893
ii.	Rapid Re-Housing Program:	$25,000
	Total Year 5 PHLA Budget:	$58,893

4) Appropriate $58,893 into FY25-26 Fiscal Year Budget and establish a non-general fund Activity Detail Budget and special revenue account; and

5) Authorize the City Manager to execute a reimbursement contract with City Attorney approval; and

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

FISCAL IMPACT

The deadline to expend the Year 5 PLHA funds is June 30, 2026. This action will not impact the FY25-26 City Budget. The PLHA funds are collected by LACDA through real estate property transactions located in Santa Fe Springs. The City will initially expend General Funds; however, the City will submit reimbursement for funds spent from LACDA.

BACKGROUND

The City Manager's Office received an Award Letter from Los Angeles County Development Authority (LACDA) dated June 24, 2025 (Attachment "B"), which included a July 10, 2025 deadline to submit a Letter of Intent (Attachment "C") detailing proposed programs, along with proof of the required 30-day public notice (Attachment "D").

The Permanent Local Housing Allocation (PLHA) Program, established by the State of California through the Building Homes and Jobs Act (SB 2, 2017), provides an ongoing source of funding to support the creation and preservation of affordable housing. Revenue for this program is generated through a $75 recordation fee on real estate transactions. The California Department of Housing and Community Development (HCD) administers the PLHA Program at the state level, while the Los Angeles County Development Authority (LACDA) oversees funding distribution for participating cities within the Los Angeles Urban County. Los Angeles County cities are eligible once they have a certified Housing Element by HCD.

To receive and implement PLHA funds, the County developed a Five-Year Plan (2019–2023) outlining eligible activities and strategic goals. Amendments to this plan are required when there is a shift of more than ten percent (10%) in funding allocations among eligible activities. The current amendment reallocates PLHA funding to better reflect regional needs and program priorities. This is the first time Santa Fe Springs has been eligible.

Under the amended Five-Year Plan, the City will receive PLHA funds specifically allocated for assisting individuals and families experiencing or at risk of homelessness with incomes at or below 30% of Area Median Income (AMI).

The City's participation in the PLHA program supports current efforts to reduce homelessness and increase housing stability through coordinated prevention and intervention services. Utilizing these funds will allow the City to increase the Department of Police Services Homeless Services Division's resources that directly address the housing needs of its most vulnerable residents.

ANALYSIS

The City's PLHA allocation is determined by a formula of the total PLHA Urban County Entitlement. Each City's allocation is based on their population and derived from household poverty levels and overcrowded households. Advanced planning of the City's PLHA funds are required, since the LACDA needs to incorporate the City's PLHA programs in the Los Angeles Urban County Plan. City staff provided a notice of intent to LACDA staff on Santa Fe Springs City's Year 5 PLHA plan.

ENVIRONMENTAL

This action is exempt from the requirements of the California Environmental Quality Act (CEQA).

DISCUSSION

Authorizing the implementation of PLHA funds will enhance the City's ongoing efforts to address homelessness and its related impacts by strategically leveraging State, County and local resources to expand housing solutions and supportive services.

SUMMARY/NEXT STEPS

Staff recommends that the City Council authorize the City Manager to enter into a reimbursement contract with the Los Angeles County Development Authority for purposes of implementing the proposed programs funded by the PLHA.

Upon City Council approval of the recommended actions, Resolution No. 9976 will take effect immediately upon adoption.

ATTACHMENT(S):

A. Resolution No. 9976
B. Award Letter
C. Letter of Intent with Proposed Programs
D. Proof of Publication

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

ATTACHMENT A

APPROVED:
ITEM NO.:

RESOLUTION NO. 9976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE CITY MANAGER TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY.

WHEREAS, the City of Santa Fe Springs desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AS FOLLOWS:

SECTION 1. The City Council authorizes the City Manager to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Santa Fe Springs.

PASSED, APPROVED and ADOPTED this **19th** day of **August**, **2025** by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

BY: _____
William K. Rounds, Mayor

ATTEST:

_____
Fernando N. Muñoz, City Clerk

ATTACHMENT B

HOUSING COMMUNITY ECONOMIC
LACDA
Los Angeles County Development Authority

June 24, 2025

Rene Bobadilla, City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Rene Bobadilla:

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
FINAL NOTICE OF AWARD YEAR 5 (2023 ALLOCATION)

The Los Angeles County Development Authority (LACDA) announces the City's tentative Year 5 Permanent Local Housing Allocation (PLHA) funding of $58,893, which is a decrease from previous years. Once funding is received from the State, Santa Fe Springs must contract with LACDA and meet regulatory requirements, including having a State-approved Housing Element.

To accept these funds, Santa Fe Springs must:

- Submit a Letter of Intent detailing proposed activities by **July 10, 2025**;
- Complete the proposed Exhibit A form;
- Provide a city council-approved resolution; and
- Provide proof of 30-day public notice.

Submit all required documents by **July 31, 2025**. If not received by this date, the allocation will be reallocated to Countywide programs.

Should you have any PLHA funding allocation questions, please contact Jenny Salazar, PLHA Management Analyst at (626) 586-1633 or jenny.salazar@lacda.org.

Sincerely,

Linda Jenkins
Linda Jenkins (Jun 24, 2025 13:47 PDT)

LINDA JENKINS, Director
Community Development Division

Attachments

c: Maribel Garcia, Primary
Lana Dich, Financial Director

LJ:MC:JED:JS:LH

PLHA Award Letter Notice_Year

CITY OF SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.gov
"A great place to live, work, and play"

July 3, 2025

Linda Jenkins, Director
Community Development Division
Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801

SUBJECT: Letter of Intent - PLHA funds

Dear Ms. Jenkins,

The City of Santa Fe Springs is planning to allocate $58,893 in Permanent Local Housing Allocation (PLHA) Program Year 2023 funds for the following project:

- **Residential Rental Assistance Program – Proposed $33,893**
  - PLHA funds will support low-income individuals and families by covering essential move-in costs, including security deposits and utility connection or activation fees.
- **Rapid Re-housing Program - Proposed $25,000**
  - Funds will be used to provide emergency resources, including short-term rental assistance and motel vouchers, to support individuals and families in securing stable housing.

The City of Santa Fe Springs City Council adopted Resolution 9938 on November 12, 2024, to establish 2025 City Council meeting dates. The next regular City Council meeting will be on August 19, 2025. At this meeting the City Council will authorize the approval of a Resolution to participate in the PLHA Program. Please contact Arlene Salazar, Director of Police Services at (562) 409-1850 and or email at arlenesalazar@santafesprings.gov if you require additional information.

Sincerely,

Rene Bobadilla, P.E.
City Manager

Enclosures
Exhibit A form
City of Santa Fe Springs Resolution 9938

c: Jenny Salazar, PLHA Management Analyst
Julio Morales, City of Santa Fe Springs Finance Director
Arlene Salazar, City of Santa Fe Springs Police Services Director
Sandra Valencia, City of Santa Fe Springs Sr. Management Analyst

William K. Rounds, Mayor• Joe Angel Zamora, Mayor Pro Tern
City Council
Annette Rodriguez • Juanita Martin • John M. Mora
City Manager
Rene Bobadilla, PE, City Manager

ATTACHMENT 2

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM EXHIBIT A INPUT FORM

1. **ACTIVITY:**

(a) Project Title:	PLHA-PSC Homeless Services Division Project: Residential Rental Assistance Program
(b) Beginning Date: July 1, 2025	**Ending:** June 30, 2026

2. **OPERATING AGENCY:**

(a) Agency Name:	City of Santa Fe Springs
(b) Agency Address:	11710 Telegraph Road Santa Fe Spring, CA 90670

(c) Contact Information:

Name:	Arlene Salazar
Title:	Director of Police Services
Telephone Number:	(562) 409-1856
E-mail Address:	arlenesalazar@santafesprings.gov

3. **PROJECT ADMINISTRATION:**

City of Santa Fe Springs
Department of Police Services- Homeless Services Division
Arlene Salazar
Director of Police Services
(562) 409-1856

4. **CONTRACTED SERVICES/SUBRECIPIENTS:** (Describe duties to be performed.)

N/A

5. ACTIVITY ELIGIBILITY SUMMARY: Select Activity and Sub-Activity:

☐ **Multifamily Rental Housing**
☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation ☐ Operating Subsidies

☐ **Affordable Rental, Ownership, and ADU Housing**
☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation

☐ **Matching Funds to Regional Housing Trust Funds**

☒ **Housing for Homeless**
☐ Rapid Rehousing ☒ Rental Assistance ☐ Supportive Case Management
☐ Operating Costs for Navigating Centers ☐ Capital Costs for Navigation Centers
☐ Operating Costs for Emergency Shelters ☐ New Construction
☐ Rehabilitation ☐ Preservation

☐ **Homeownership Opportunities Assistance**

(b) Estimated Number of Accomplishments:	7 accomplishments
(c) Performance Indicator:	☐ Units ☒ Households

6. ACTIVITY SUMMARY:

(a) Provide a detailed description of the activity to be implemented within the overall project. The summary should provide sufficient detail (who, what, when, where) to permit a clear understanding of the nature, beneficiaries, and eligibility of the activity.

The City will allocate funds to assist low-income individuals and families with key move-in costs that present barriers to securing permanent housing. Specifically, PLHA funds will be used to provide security deposit assistance and cover utility connection or activation fees necessary to initiate housing placements. This financial support will help expedite transitions from homelessness or housing instability into long-term housing by reducing the initial cost burden on household. These activities align with PLHA eligible uses and support the City's broader efforts to promote housing access and prevent homelessness. Assistance will be administered in coordination with the Housing Navigator to ensure effective delivery and equitable access.

(b) Will this project involve construction expenses of $1,000 or more? ☐ **Yes** ☒ **No**

7. ACTIVITY SERVICE AREA INFORMATION:

(a) Service Area (Select the method by which you will define your service area):

☒ *Citywide* ☐ *Countywide* ☐ *Districtwide*
☐ *Other - Please describe, i.e. San Gabriel Valley, Unincorporated South Whittier*

(b) Site Address/Type/Census Tract:

Site Address	Type (Choose one only.)	Census Tract(s)

	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	

8. ACTIVITY BUDGET SUMMARY: (The Operating Agency understands that no expenditures may be incurred before the contract has been fully executed.)

Budget by Cost Category	Total
Personnel	$
Non-Personnel	$ 33,893
Capital Outlays	$
Administration	$
TOTAL:	$ 33,893

9. ACTIVITY LEVERAGED FUNDING SOURCES:

Source	Amount
Measure A- LSF	$ 554,419
	$
	$
	$

Source	Amount
	$
	$
	$
TOTAL:	$ 554,419

10. IMPLEMENTATION SCHEDULE: (For predevelopment, construction, acquisition, rehabilitation, or preservation activities only.) N/A

Milestone	Target Date (Month-Day-Year)	Comments
Phase 1:		
Phase 2:		
Phase 3:		
Phase 4:		
Phase 5:		

Phase 6:		
Phase 7: Construction Completed		
Phase 8: Post Construction/Labor File Review		

11. COMMENTS: If necessary, attach any additional information which you believe will assist in evaluating your project's eligibility.

A portion of the Measure A- Local Solutions Funding (LSF) is being allocated to cover personnel costs for one Case Manager and one Housing Navigator. These positions are currently in the recruitment process and will play a critical role in supporting the operations of the City's Homeless Services Division of the Police Services Center. Once onboarded, the Case Manager and Housing Navigator will be responsible for coordinating service delivery, providing individualized support to clients and facilitating access to housing and support resources.

EXHIBIT A INPUT FORM INSTRUCTIONS

(1) ACTIVITY

(a) Project Title:
Each project is given an activity title that gives a clear indication of the overall nature of the activity (e.g., "Walnut Park Division Project - First District"). Do not exceed 60 characters.

(b) Funding Period:
Each activity must be given a funding period. For each Program Year, no projects may start, or incur costs, earlier than the contract execution date and no later than 90-days prior to the Program Year deadline. Except for certain predevelopment costs, any costs incurred outside of the contract term must be disallowed.

(2) OPERATING AGENCY

(a) Agency Name: Identify the Operating Agency of the proposed activity described in this Exhibit A Input Form.
(b) Agency Address: Identify the Agency's mailing address.
(c) Contact Information

- **Contact Name:** Identify the name of the Division's contact person. This contact person should be able to answer questions related to the project and the related contract that may develop from this Exhibit A Input Form. This person could be the Grants Manager, Division Budget Analyst, or Project Manager.
- **Title:** Identify the title of the contact person.
- **Telephone Number:** Identify the area code and telephone number of the contact person.
- **E-mail Address:** Identify the contact person's e-mail address.

(3) PROJECT ADMINISTRATION

Identify the entity administering the project. Include the name(s) and title(s) of the project manager(s), and the address and phone number for the Agency administering the project, if other than a LACDA Project Manager.

(4) CONTRACTED SERVICES/SUBRECIPIENTS

List the name(s) of the individuals, firms, or subrecipients providing contracted services as part of the project. Describe the duties to be performed under the contract or agreement, and indicate whether the individual, firm or agency has already been selected.

- Contracted services include legal counsel, bookkeeping, construction, as well as architectural and engineering services and must be obtained through a procurement process.
- Subrecipient agencies include public or private non-profit entities providing services such as youth or senior programs.

(5) ACTIVITY ELIGIBILITY SUMMARY

(a) Select Activity and Sub-Activity: Indicate proposed project activity and budget. You may select more than one activity for each funding year.

(b) Expected Accomplishments:

ATTACHMENT 2

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM EXHIBIT A INPUT FORM

1. ACTIVITY:

(a) Project Title:	PLHA-PSC Homeless Services Division Project: Rapid Re-housing Program
(b) Beginning Date: July 1, 2025	**Ending:** June 30, 2026

2. OPERATING AGENCY:

(a) Agency Name:	City of Santa Fe Springs
(b) Agency Address:	11710 Telegraph Road Santa Fe Spring, CA 90670

(c) Contact Information:

Name:	Arlene Salazar
Title:	Director of Police Services
Telephone Number:	(562) 409-1856
E-mail Address:	arlenesalazar@santafesprings.gov

3. PROJECT ADMINISTRATION:

City of Santa Fe Springs
Department of Police Services- Homeless Services Division
Arlene Salazar
Director of Police Services
(562) 409-1856

4. CONTRACTED SERVICES/SUBRECIPIENTS: (Describe duties to be performed.)

N/A

5. ACTIVITY ELIGIBILITY SUMMARY: Select Activity and Sub-Activity:

☐ **Multifamily Rental Housing**
☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation ☐ Operating Subsidies

☐ **Affordable Rental, Ownership, and ADU Housing**
☐ Acquisition ☐ Predevelopment ☐ Development
☐ Rehabilitation ☐ Preservation

☐ **Matching Funds to Regional Housing Trust Funds**

☒ **Housing for Homeless**
☒ Rapid Rehousing ☐ Rental Assistance ☐ Supportive Case Management
☐ Operating Costs for Navigating Centers ☐ Capital Costs for Navigation Centers
☐ Operating Costs for Emergency Shelters ☐ New Construction
☐ Rehabilitation ☐ Preservation

☐ **Homeownership Opportunities Assistance**

(b) Estimated Number of Accomplishments:	30 accomplishments
(c) Performance Indicator:	☐ Units ☒ Households

6. ACTIVITY SUMMARY:

(a) Provide a detailed description of the activity to be implemented within the overall project. The summary should provide sufficient detail (who, what, when, where) to permit a clear understanding of the nature, beneficiaries, and eligibility of the activity.

The City of Santa Fe Springs will allocate PLHA funds to provide critical emergency resources, including short-term rental assistance and motel vouchers. These vouchers will cover a minimum stay of 1 day and up to 5 days to support individuals transitioning into permanent housing and enrolling in the City's case management program. Additionally, funds may be used in coordination with service providers to support temporary motel placements for Persons Experiencing Homelessness (PEH) in Santa Fe Springs, not to exceed 7 days. The in-house Housing Navigator will administer these resources to ensure timely and effective housing support. Measure A- Local Solutions Funds will be leverage to support these efforts.

(b) Will this project involve construction expenses of $1,000 or more? ☐ **Yes** ☒ **No**

7. ACTIVITY SERVICE AREA INFORMATION:

(a) Service Area (Select the method by which you will define your service area):

☒ *Citywide* ☐ *Countywide* ☐ *Districtwide*
☐ *Other - Please describe, i.e. San Gabriel Valley, Unincorporated South Whittier*

(b) Site Address/Type/Census Tract:

Site Address	Type (Choose one only.)	Census Tract(s)

	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	
	☐ Construction Site ☐ Service Facility	

8. ACTIVITY BUDGET SUMMARY: (The Operating Agency understands that no expenditures may be incurred before the contract has been fully executed.)

Budget by Cost Category	Total
Personnel	$
Non-Personnel	$ 25,000
Capital Outlays	$
Administration	$
TOTAL:	$ 25,000

9. ACTIVITY LEVERAGED FUNDING SOURCES:

Source	Amount
Measure A- LSF	$ 554,419
	$
	$
	$

Source	Amount
	$
	$
	$
TOTAL:	$ 554,419

10. IMPLEMENTATION SCHEDULE: (For predevelopment, construction, acquisition, rehabilitation, or preservation activities only.) N/A

Milestone	Target Date (Month-Day-Year)	Comments
Phase 1:		
Phase 2:		
Phase 3:		
Phase 4:		
Phase 5:		

Phase 6:		
Phase 7: Construction Completed		
Phase 8: Post Construction/Labor File Review		

11. COMMENTS: If necessary, attach any additional information which you believe will assist in evaluating your project's eligibility.

A portion of the Measure A- Local Solutions Funding (LSF) is being allocated to cover personnel costs for one Case Manager and one Housing Navigator. These positions are currently in the recruitment process and will play a critical role in supporting the operations of the City's Homeless Services Division of the Police Services Center. Once onboarded, the Case Manager and Housing Navigator will be responsible for coordinating service delivery, providing individualized support to clients and facilitating access to housing and support resources.

EXHIBIT A INPUT FORM INSTRUCTIONS

(1) ACTIVITY

(a) Project Title:
Each project is given an activity title that gives a clear indication of the overall nature of the activity (e.g., "Walnut Park Division Project - First District"). Do not exceed 60 characters.

(b) Funding Period:
Each activity must be given a funding period. For each Program Year, no projects may start, or incur costs, earlier than the contract execution date and no later than 90-days prior to the Program Year deadline. Except for certain predevelopment costs, any costs incurred outside of the contract term must be disallowed.

(2) OPERATING AGENCY

(a) Agency Name: Identify the Operating Agency of the proposed activity described in this Exhibit A Input Form.
(b) Agency Address: Identify the Agency's mailing address.
(c) Contact Information

- **Contact Name:** Identify the name of the Division's contact person. This contact person should be able to answer questions related to the project and the related contract that may develop from this Exhibit A Input Form. This person could be the Grants Manager, Division Budget Analyst, or Project Manager.
- **Title:** Identify the title of the contact person.
- **Telephone Number:** Identify the area code and telephone number of the contact person.
- **E-mail Address:** Identify the contact person's e-mail address.

(3) PROJECT ADMINISTRATION

Identify the entity administering the project. Include the name(s) and title(s) of the project manager(s), and the address and phone number for the Agency administering the project, if other than a LACDA Project Manager.

(4) CONTRACTED SERVICES/SUBRECIPIENTS

List the name(s) of the individuals, firms, or subrecipients providing contracted services as part of the project. Describe the duties to be performed under the contract or agreement, and indicate whether the individual, firm or agency has already been selected.

- Contracted services include legal counsel, bookkeeping, construction, as well as architectural and engineering services and must be obtained through a procurement process.
- Subrecipient agencies include public or private non-profit entities providing services such as youth or senior programs.

(5) ACTIVITY ELIGIBILITY SUMMARY

(a) Select Activity and Sub-Activity: Indicate proposed project activity and budget. You may select more than one activity for each funding year.

(b) Expected Accomplishments:

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181 W. Huntington Drive Suite#209
Monrovia, California 91016
(626) 544-0885
ealmeida@scng.com

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

Account Number:	5007848
Ad Order Number:	0011745358
Customer's Reference/PO Number:	
Publication:	Whittier Daily News
Publication Dates:	07/15/2025
Total Amount:	$544.27
Payment Amount:	$0.00
Amount Due:	$544.27
Notice ID:	NyAxECXAhcPjoGvNtnKA
Invoice Text:	CITY OF SANTA FE SPRINGS THIRTY (30) DAY PUBLIC NOTICE CONSIDERATION OF A RESOLUTIONAPPROVING AND AUTHORIZING THE CITY'S PARTICIPATIONIN THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Fe Springs will hold a Public Hearing to consider the adoption of Permanent Local Housing Allocation (PLHA) program funds. PROJECT: The PLHA Program was established by the state to provide a source of funding for cities and counties to help meet the unmet need by increasing the supply of affordable housing, increasing assistance to affordable owner-occupied workforce housing, assisting persons experiencing or at risk of homelessness, facilitating housing affordability; and promoting projects and programs to meet the local government's unmet share of regional housing needs allocation. The PLHA program funds for the City of Santa Fe Springs are estimated to be $58,893. Allocations are calculated using CDBG Formula based on population, poverty, and overcrowding. The City's PLHA activity to be funded may include: Residential Rental Assistance Program Proposed$33,893 Rapid Re-housing Program Proposed$25,000 PLHA Program begins on July 1, 2025, and ends on June 30, 2026. PROJECT LOCATION: Citywide, Santa Fe Springs, CA 90670 APPLICANT: City of Santa Fe Springs THE HEARING will be held before the City Council of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on Tuesday, August 19, 2025, at 6:00 p.m. ALL INTERESTED PERSONS are invited to participate in the Public Hearing and express their opinion on the item listed above. If you wish to provide input on the

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Whittier Daily News
181 W. Huntington Drive Suite#209
Monrovia, California 91016
(626) 544-0885

FILE NO. 0011745358

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles County

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

07/15/2025

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

Executed at Monrovia, California
On this 15th day of July, 2025.

Eva Almeida
Signature

CITY OF SANTA FE SPRINGS
THIRTY (30) DAY PUBLIC NOTICE CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING THE CITY'S PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Fe Springs will hold a Public Hearing to consider the adoption of Permanent Local Housing Allocation (PLHA) program funds.

PROJECT: The PLHA Program was established by the state to provide a source of funding for cities and counties to help meet the unmet need by increasing the supply of affordable housing, increasing assistance to affordable owner-occupied workforce housing, assisting persons experiencing or at risk of homelessness, facilitating housing affordability; and promoting projects and programs to meet the local government's unmet share of regional housing needs allocation. The PLHA program funds for the City of Santa Fe Springs are estimated to be $58,893. Allocations are calculated using CDBG Formula based on population, poverty, and overcrowding. The City's PLHA activity to be funded may include:

Residential Rental Assistance Program
Proposed $33,893
Rapid Re-housing Program
Proposed $25,000

PLHA Program begins on July 1, 2025, and ends on June 30, 2026.

PROJECT LOCATION: Citywide, Santa Fe Springs, CA 90670

APPLICANT: City of Santa Fe Springs

THE HEARING will be held before the City Council of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on **Tuesday, August 19, 2025, at 6:00 p.m.**

ALL INTERESTED PERSONS are invited to participate in the Public Hearing and express their opinion on the item listed above. If you wish to provide input on the City's proposed PLHA programs, you may contact the Police Services at (562) 409-1850. Written comments may also be submitted to: Police Services Center, 11576 Telegraph Rd., Santa Fe Springs, CA 90670. Comments will be received through August 19, 2025.

PUBLIC COMMENTS may be submitted in writing to the City Clerk at City Hall, 11710 Telegraph Road, Santa Fe Springs CA 90670 or via e-mail the City Clerk's Office at cityclerk@santafesprings.gov. Please submit your written comments by 12:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk at (562) 868-0511.

FURTHER INFORMATION on this item may be obtained from Arlene Salazar, Police Services Department, via e-mail at arlenesalazar@santafesprings.gov or by phone at (562) 409-1856.
Whittier Daily News
Published: 7/15/25

ITEM # 9

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **RESOLUTION NO. 9967 – FULL STREET VACATION OF TWO PUBLIC RIGHT-OF-WAY EASEMENTS AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND A PORTION OF FREEWAY DRIVE**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Find and determine that the portion of Carmenita Road, south of Excelsior Drive, and the portion of Freeway Drive, north of the Carmenita I-5 offramp, as described in the City Engineer's Report and in Attachment A, are no longer needed as public rights-of-way ("ROW") and are unnecessary for present or prospective public use; and

2) Find that the street vacation does not qualify as a "project" under CEQA; and

3) Conduct the public hearing and adopt Resolution No. 9967, ordering the vacation of a portion of Carmenita Road, south of Excelsior Drive, and a portion of Freeway Drive, north of the Carmenita I-5 offramp; and

4) Authorize the City Manager or designee to determine title to the land so vacated and, if title is in the City's name, execute a quitclaim deed to the adjacent property owners; and

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

FISCAL IMPACT

The proposed street vacations will result in the land becoming private property and the new owner will begin paying annual property taxes.

BACKGROUND

Carmenita Road is a commercial street that runs north and south through the middle of Santa Fe Springs. The portion of Carmenita Road that is the subject of the street vacation is approximately 140 feet north of the Santa Ana Freeway (Interstate 5), and just south of Excelsior Drive. This portion of road was a part of a larger relinquishment of City streets from the California Department of Transportation ("Caltrans") in 1963 and has not been used as a street since 2015.

Freeway Drive is a commercial street that runs northwesterly and southeasterly along the I-5 Interstate. The portion of Freeway Drive that is the subject of the street vacation is approximately 700 feet southeast of Carmenita Road. This portion of the road was built in the 1960s and, like the Carmenita ROW, has not been used as a street since 2015.

These segments of Carmenita Road and Freeway Drive were recently realigned to improve and widen the existing freeway and bridge crossing. The improved bridge crossing required a retaining wall that created a substantial elevation difference between the new bridge and a portion of the existing City ROW for Carmenita Road. Under current conditions, the Carmenita ROW to be vacated is land locked in between the aforementioned retaining wall, the new freeway on-ramp. and adjacent private parcels. Also, with the new bridge, a part of Freeway Drive was acquired by Caltrans to construct an on-ramp. Both areas can no longer be used as public ROWs, are not needed for a future public purpose, and can be vacated.

These right-of-way easements were last used by the public in 2015 when Caltrans began construction on the new Carmenita Road bridge and I-5 offramp and were, therefore, not included in City's 2022 General Plan Circulation Element.

Resolution No. 9953 was adopted by the City Council at their meeting on July 1, 2025, initiating the intent to vacate a portion of Carmenita Road and a portion of Freeway Drive. Resolution No. 9953 also set the Public Hearing date for all persons interested in the proposed vacations for August 19, 2025, at 6:00 p.m. All Public Notices and postings were duly given within the proper timeframe in advance of the Public Hearing.

Attached to Resolution No. 9967 for the full street vacation of these ROWs, included herein as Attachment A, is a copy of the Carmenita Road legal description and a map showing the area to be vacated, Exhibits "A-1" and "B-1", and a copy of the Freeway Drive legal description and a map showing the area to be vacated, Exhibits "A-2" and "B-2".

ANALYSIS

As a result of utility and access easements existing and/or remaining within the ROWs to be vacated, general procedures for a full vacation are required. These utility and access easements will be reserved from the vacation as shown in Resolution No. 9967.

ENVIRONMENTAL

The street vacation does not qualify as a "project" under CEQA, because a vacation does not authorize specific physical improvements or developments. Therefore, it can be seen with certainty that vacating the public ROWs would not result in direct or indirect environmental impact and would not have a significant effect on the environment.

DISCUSSION

Vacating these public ROW easements is proper for the following reasons:

1) the ROWs will not be needed to provide access to the public;
2) the ROWs are unnecessary for present or future public use;
3) vacation will not alter the primary access to any of the existing lots and access will remain the same for all properties surrounding the street;
4) vacation will not impact adjacent parcels; and
5) vacation will not impact access to any other parcels.

Utility notices have been sent to all utility companies of record that are within the area to be vacated. No objections have been received to date.

SUMMARY/NEXT STEPS

Upon approval of the City Council's recommended action, the City Clerk will certify the adopted Resolution and record a certified copy of the resolution with the Office of the Los Angeles County Registrar-Recorder/County Clerk. Lastly, the City Manager or designee will determine title to the land so vacated and, if title is in the City's name, execute a quitclaim deed to the adjacent property owners.

ATTACHMENTS:

A. Resolution No. 9967 (Including Exhibits A-1, B-1, A-2, & B-2)
B. Proof of Publication

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

ATTACHMENT A

RESOLUTION NO. 9967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA VACATING TWO PUBLIC RIGHT-OF-WAY EASEMENTS; THE FIRST AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND THE SECOND AT FREEWAY DRIVE SOUTH OF THE PARCEL IDENTIFIED AS APN 8069-016-910.

WHEREAS, on July 1, 2025, pursuant to Chapter 3 of California Streets and Highways Code Section 8320 *et seq.*, the City Council adopted Resolution No. 9953 declaring its intention to vacate two public right-of-way easements (collectively "ROWs"); the first located at the southeastern corner of Carmenita Road and Excelsior Drive and west of three parcels identified as APNs 8069-016-036, 035, and 034 (the "Carmenita ROW"), and the second located at Freeway Drive south of the parcel identified as APN 8069-016-910 (the "Freeway Drive ROW"), both respectively described in Exhibits "A-1" and "B-1" and depicted in Exhibits "A-2" and "B-2," all attached hereto and incorporated by this reference; and

WHEREAS, because utilities exist within the ROWs, the City must follow the general vacation procedures provided under California Streets and Highways Code Section 8320, *et seq*. to properly vacate the two ROWs by City Council Resolution; and

WHEREAS, the ROWs were realigned and last used by the public in 2015 when the California Department of Transportation ("CalTrans") began construction on the new Carmenita Road bridge and I-5 offramp and were, therefore, not included in the City's 2022 General Plan Circulation Element; and

WHEREAS, at least three (3) notices of the public hearing were posted at or near each of the areas to be vacated, notice was published in the local paper, and notice letters were sent to entities holding an easement in the areas to be vacated; and

WHEREAS, on August 19, 2025, the City Council held a public hearing where it considered evidence, made certain findings, and determined that the two ROWs were unnecessary for present or prospective public use, and that public convenience and necessity supported reservation and exception from the vacation the public utility and access easements listed herein.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated into this Resolution as findings of the City Council.

SECTION 2. That the vacation of the two public right-of-way easements; the first located at the southeastern corner of Carmenita Road and Excelsior Drive and west of three parcels identified as APNs 8069-016-036, 035, and 034, and the second located at Freeway

Drive south of the parcel identified as APN 8069-016-910, was undertaken pursuant to California Streets and Highways Code Section 8320, *et seq.* and all notices required have been duly given.

SECTION 3. From all the oral and written evidence submitted to the City Council at the public hearing on August 19, 2025, together with the recommendations and findings contained in this Resolution and accompanying staff report, the City Council hereby finds and declares that:

1. The ROWs are not needed for present or prospective public use or for any other anticipated public use of a like nature; and

2. Vacation will not alter access to the adjacent parcels or other nearby parcels.

SECTION 4. That pursuant to California Streets and Highways Code Section 8340, *et seq.* the City Council hereby finds and declares that the following easements are reserved and excepted from this vacation for public convenience and necessity:

1. A utility easement to Southern California Edison and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing public utility facilities, namely, distribution line, poles, and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Carmenita ROW. This easement is depicted in Exhibit "B-1," attached and incorporated hereto.

2. A utility easement to Verizon Communications, Inc. and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing utility facilities, namely, distribution line, poles, and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Freeway Drive ROW. This easement is depicted in Exhibit "B-2," attached and incorporated hereto.

3. A footing easement to the State of California and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing footing facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Freeway Drive ROW. This easement is depicted in Exhibit "B-2," attached and incorporated hereto.

4. A maintenance easement to the State of California and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing state facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Freeway Drive ROW. This easement is depicted in Exhibit "B-2," attached and incorporated hereto.

5. A sanitary sewer easement to the City of Santa Fe Springs and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and

enlarge the existing sanitary sewer facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Carmenita and Freeway Drive ROWs. These easements are depicted in Exhibits "B-1" and "B-2," attached and incorporated hereto.

6. A footing and maintenance easement to the City of Santa Fe Springs and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing footing facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Carmenita ROW. This easement is depicted in Exhibit "B-1," attached and incorporated hereto.

7. A water and irrigation easement to the City of Santa Fe Springs and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing water and irrigation facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Carmenita ROW. This easement is depicted in Exhibit "B-1," attached and incorporated hereto.

8. A drainage easement to the City of Santa Fe Springs and a right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew, and enlarge the existing drainage facilities and facilities incidental thereto, including access to protect these facilities from all hazards in, upon, over, and across the Freeway Drive ROW. This easement is depicted in Exhibit "B-2," attached and incorporated hereto.

SECTION 5. The City Council further finds and declares that the ROWs, both respectively described in Exhibits "A-1" and "B-1" and depicted in Exhibits "A-2" and "B-2," with the reservation and exception of the easements listed above, are ordered vacated.

SECTION 6. Authorize the City Manager or designee to determine title to the land so vacated and, if title is in the City's name, execute a quitclaim deed to the adjacent property owners.

SECTION 7. In accordance with the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) the City Council finds that vacating these ROWs does not qualify as a "project" under CEQA, because vacation does not authorize specific physical improvements or developments. Therefore, it can be seen with certainty that vacating the ROWs would not result in direct or indirect environmental impact and would not have a significant effect on the environment.

SECTION 8. The City Clerk shall cause a certified copy of this Resolution of Vacation with the exhibits attached, attested by the City Clerk under seal, be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk. Upon recordation of this Resolution the Carmenita and Freeway Drive ROWs shall no longer constitute a future alley, street, highway, or public service easement, and the vacation shall be complete.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the City Council at the regular meeting of this 19th day of August 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____
Fernando Munoz, City Clerk

Attachments:

Exhibit A-1 & B-1 – Carmenita Road Legal Description and Right-of-Way Map
Exhibit A-2 & B-2 – Freeway Drive Legal Description and Right-of-Way Map

Exhibit “A-1”

Carmenita Road Legal Description

EXHIBIT “A-1”
LEGAL DESCRIPTION

VACATION OF A POR. OF THE S/E COR. OF CARMENITA RD / EXCELSIOR DR:

THAT PORTION OF LAND SITUATED AT CARMENITA ROAD, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS DESCRIBED IN PARCEL 5 OF RELINQUISHMENT NO. 251, OF THE HIGHWAY RIGHT OF WAY RELINQUISHED TO THE CITY OF SANTA FE SPRINGS, BY RESOLUTION OF THE CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH RESOLUTION IS RECORDED ON OCTOBER 15, 1963, AS INSTRUMENT NO. 4459, IN BOOK D2219, PAGES 787 TO 807 INCLUSIVE, OF OFFICIAL RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN STATE PARCEL NO. 78266-1 OF THE FINAL ORDER OF CONDEMNATION, FILED IN SUPERIOR COURT CASE NO. BC 419206, IN SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED JANUARY 4, 2012, AS DOCUMENT NO. 20120012740, OF OFFICIAL RECORDS, IN SAID OFFICE; THENCE S 5°24'45" E, 346.32 FEET (105.558 M) ALONG THE EASTERLY LINE OF SAID PARCEL 5 TO THE NORTHERLY CORNER OF THE LAND DESCRIBED IN STATE PARCEL NO. 77071-1 OF THE FINAL ORDER OF CONDEMNATION, FILED IN SUPERIOR COURT CASE NO. NC 057474, IN SAID COUNTY, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED ON APRIL 25, 2018, AS DOCUMENT NO. 20180400617, OF OFFICIAL RECORDS, IN SAID OFFICE, SAID NORTHERLY CORNER BEING THE NORTHWESTERLY TERMINUS OF A CERTAIN CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,342.68 FEET (1,018.850 M) TO WHICH A RADIAL LINE TO SAID CORNER BEARS N 35°20'10" E; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY CONTINUATION OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°07'39", AN ARC LENGTH OF 65.78 FEET (20.050 M) TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.86 FEET (24.950 M), A RADIAL LINE OF SAID NON-TANGENT CURVE BEARS

S 33°43'45" W; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 48' 49", AN ARC LENGTH OF 91.17 FEET (27.788 M); THENCE TANGENT N 7°32'33" E, 10.91 FEET (3.324 M); THENCE N 82°27'27" W, 13.37 FEET (4.076 M) TO THE MOST WESTERLY LINE OF SAID PARCEL 5; THENCE SAID MOST WESTERLY LINE N 0°15'33" W, 12.83 FEET (3.910 M); THENCE N 7°28'49" E, 75.30 FEET (22.952 M); THENCE N 5°44'32" E, 82.46 FEET (25.133 M) TO A LINE BEING THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 78266-1, HAVING A BEARING OF S 47°40'56" W; THENCE ALONG SAID LINE N 47°40'56" E, 68.82 FEET (20.979 M) TO THE **POINT OF BEGINNING.**

RESERVING UNTO SOUTHERN CALIFORNIA EDISON COMPANY, A NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING PUBLIC UTILITY FACILITIES, NAMELY, DISTRIBUTION LINE AND POLES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE SANITARY SEWER EASEMENT, WITHIN A STRIP OF LAND 10.00 FEET (3.048M) WIDE, AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING SANITARY SEWER FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE FOOTING AND MAINTENANCE EASEMENT AND RIGHT AT ANY

TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING FOOTING FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

ALSO RESERVING UNTO THE CITY OF SANTA FE SPRINGS, A NON-EXCLUSIVE WATER AND IRRIGATION EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING WATER/IRRIGATION FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE HEREINABOVE DESCRIBED PARCEL AND DEPICTED ON THE ATTACHED EXHIBIT PLAT MAP AND BY THIS REFERENCE MADE A PART HEREOF.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS OVER AND ACROSS THE COURSES DESCRIBED ABOVE WITH LENGTHS OF 65.78 FEET, 91.17 FEET, 10.91 FEET, 13.37 FEET, 12.83 FEET, 75.30 FEET, AND 82.46 FEET.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ' ACT.

SIGNATURE: Samir M. Khoury
SAMIR M. KHOURY, P.E.

DATE: 5/22/2025

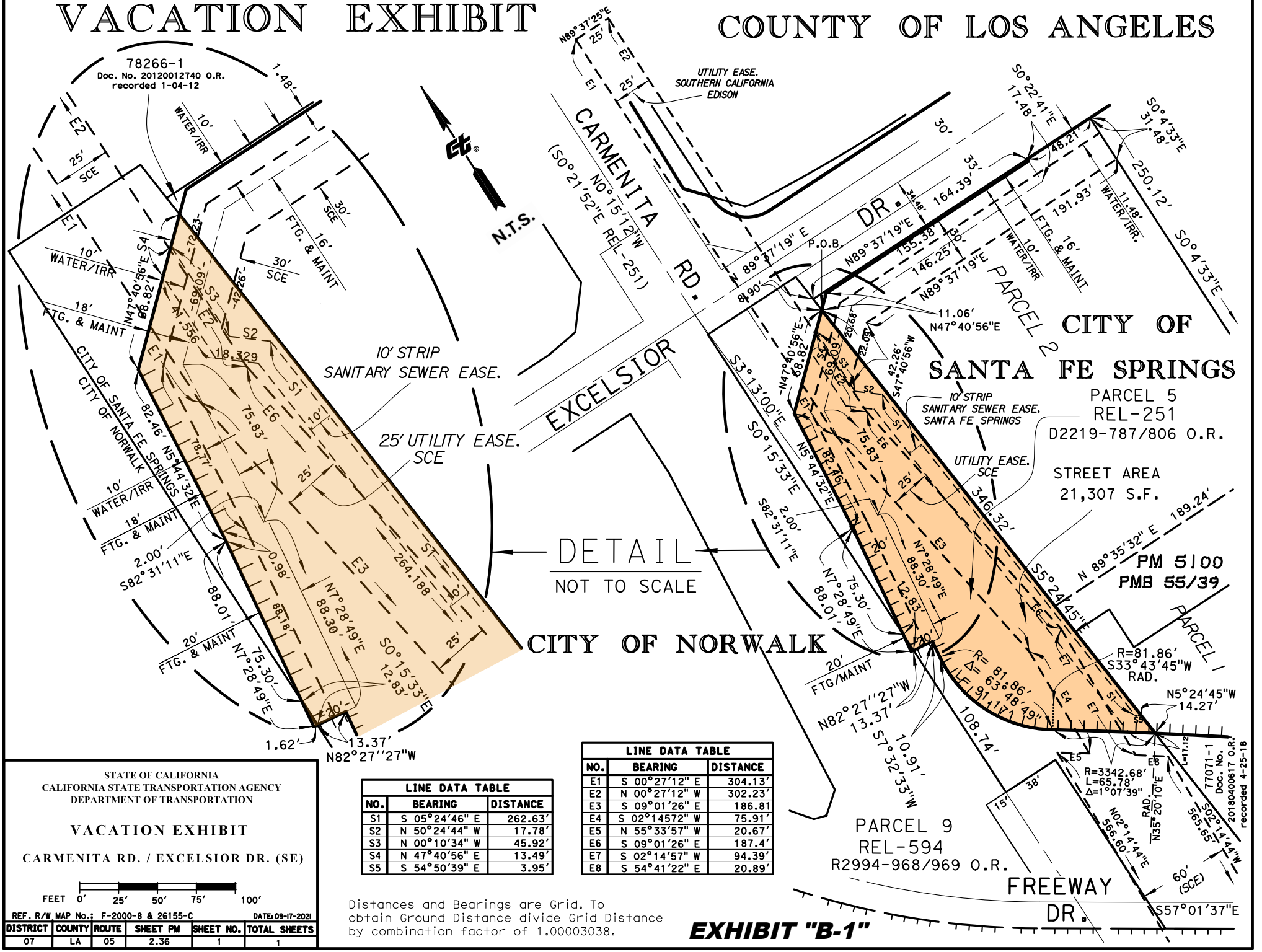


Exhibit “B-1”

Carmenita Road Right-of-Way Map

VACATION EXHIBIT

COUNTY OF LOS ANGELES



LINE DATA TABLE		
NO.	BEARING	DISTANCE
S1	S 05°24'46" E	262.63'
S2	N 50°24'44" W	17.78'
S3	N 00°10'34" W	45.92'
S4	N 47°40'56" E	13.49'
S5	S 54°50'39" E	3.95'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
E1	S 00°27'12" E	304.13'
E2	N 00°27'12" W	302.23'
E3	S 09°01'26" E	186.81
E4	S 02°14572" W	75.91'
E5	N 55°33'57" W	20.67'
E6	S 09°01'26" E	187.4'
E7	S 02°14'57" W	94.39'
E8	S 54°41'22" E	20.89'

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

VACATION EXHIBIT

CARMENITA RD. / EXCELSIOR DR. (SE)

FEET 0' 25' 50' 75' 100'

REF. R/W MAP No.: F-2000-8 & 26155-C DATE:09-17-2021

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
07	LA	05	2.36	1	1

Distances and Bearings are Grid. To obtain Ground Distance divide Grid Distance by combination factor of 1.00003038.

EXHIBIT "B-1"

Exhibit “A-2”

Freeway Drive Legal Description

EXHIBIT “A-2”
LEGAL DESCRIPTION

VACATION OF A PORTION OF FREEWAY DRIVE:

THAT PORTION OF FREEWAY DRIVE 45.00 FEET WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FREEWAY DRIVE WITH THE WESTERLY LINE OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP 1307; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 170.92 FEET (52.097 M) TO A LINE HAVING A BEARING OF N 46°06'33" W, THE SOUTHEASTERLY TERMINUS OF SAID LINE TERMINATES ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FOOT (13.716 M) FREEWAY DRIVE, SAID TERMINUS DISTANT S 57°01'37" E, 732.10 FEET (223.143 M) ALONG SAID SOUTHWESTERLY LINE FROM INTERSECTION THEREOF WITH THE CENTERLINE OF CARMENITA ROAD AS SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID LINE S 46°06'33" E, 147.83 FEET (45.060 M) TO SAID SOUTHEASTERLY TERMINUS, BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.95 M), A RADIAL LINE OF SAID NON-TANGENT CURVE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°26'23", AN ARC DISTANCE OF 81.85 FEET (24.949 M); THENCE TANGENT S 53°42'22" E, 141.30 FEET (43.069 M) TO THE INTERSECTION THEREOF WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN

SAID OFFICE, A RADIAL LINE OF SAID INTERSECTION OF SAID CURVE BEARS S 45°11'34" W; THENCE NORTHWESTERLY ALONG SAID LAST CURVE THROUGH A CENTRAL ANGLE OF 18° 03' 35", AN ARC DISTANCE OF 116.24 FEET (35.429 M) TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 89.06 FEET (27.147 M) TO THE **POINT OF BEGINNING.**

RESERVING TO THE STATE OF CALIFORNIA, A FOOTING EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, AND RENEW, AND ENLARGE THE EXISTING FOOTING FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF THE NORTHEASTERLY 28.00 FEET (8.634 M) OF THE 45.00 FEET (13.716 M) WIDE FREEWAY DRIVE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, A STRIP OF LAND 1.80 FEET WIDE (0.550 M), THE SOUTHWESTERLY SIDELINE OF SAID STRIP DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID FREEWAY DRIVE WITH THE CENTERLINE OF CARMENITA ROAD AS BOTH SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID SOUTHWESTERLY LINE S 57°01'37" E; 732.10 FEET (223.143 M); THENCE N 46°06'33" W, 30.56 FEET (9.316 M) TO THE TRUE POINT OF BEGINNING OF SAID STRIP; THENCE ALONG THE PROLONGATION OF SAID LAST COURSE N 46°06'33" W, 117.27 FEET (35.744 M) TO THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE.

THE NORTHEASTERLY SIDELINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO TERMINATES NORTHWESTERLY AT SAID NORTHEASTERLY LINE OF FREEWAY DRIVE.

ALSO RESERVING TO THE STATE OF CALIFORNIA, A MAINTENANCE EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING MAINTENANCE FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN AND TO THAT PORTION OF THE FREEWAY DRIVE 45.00 FEET (13.716 M) WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR- RECORDER/COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FEET WIDE (13.716 M) FREEWAY DRIVE DISTANT S 57°01'37" E, 732.10 FEET (223.143 M) ALONG SAID SOUTHWESTERLY LINE FROM THE CENTERLINE OF CARMENITA ROAD AS SHOWN ON SAID PARCEL MAP NO. 1307, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950 M) TO WHICH A RADIAL LINE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°26'23", AN ARC LENGTH OF 81.85 FEET (24.949 M); THENCE TANGENT S 53°42'22" E, 141.30 FEET (43.069 M) TO THE INTERSECTION THEREOF WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE, A RADIAL LINE OF SAID INTERSECTION OF SAID CURVE BEARS S 45°11'34" W; THENCE NORTHWESTERLY ALONG SAID LAST CURVE THROUGH A CENTRAL ANGLE OF 16°21'30", AN ARC LENGTH OF 105.29 FEET (32.091 M); THENCE NON TANGENT S 57°52'41" W, 9.50 FEET (2.894 M); THENCE N 53°33'44" W; 165.44 FEET (50.425 M); THENCE N 46°06'23" W; 21.09 FEET (6.428 M) TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FREEWAY

DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 57°01'37" W, 79.69 FEET (24.288 M) TO A LINE HAVING A BEARING OF N 46°06'33" W PASSING THROUGH POINT OF BEGINNING; THENCE ALONG SAID LINE S 46°06'33" E, 147.83 FEET (45.060 M) TO THE POINT OF BEGINNING.

ALSO RESERVING TO THE CITY OF SANTA FE SPRINGS, A SANITARY SEWER EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING SANITARY SEWER FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, ALONG, UPON AND ACROSS THAT PORTION OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF THE 45.00 FEET (13.816 M) WIDE FREEWAY DRIVE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, A STRIP OF LAND 10.00 FEET (3.048 M) WIDE, THE SOUTHWESTERLY LINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE DISTANT ALONG SAID LINE N 57°01'37" W, 128.61 FEET (39.200 M) FROM THE WESTERLY LINE OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 1307; THENCE S 45°17'00" E, 83.50 FEET (25.451 M); THENCE S 57°01'37" E, 168.69 FEET (51.418 M) TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M), SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE AND THE END OF DESCRIBED LINE.

THE NORTHEASTERLY LINE OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AT THE INTERSECTION OF ITS ANGLE POINT AND TERMINATES

NORTHWESTERLY AT SAID NORTHEASTERLY LINE OF SAID FREEWAY DRIVE AND SOUTHEASTERLY AT SAID CONTINUED CURVE.

ALSO RESERVING TO THE CITY OF SANTA FE SPRINGS, A DRAINAGE EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING DRAINAGE FACILITIES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN AND TO THAT PORTION OF THE FREEWAY DRIVE 45.00 FEET (13.716 M) WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/ COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET (8.534 M) OF SAID 45.00 FEET (13.716 M) WIDE FREEWAY DRIVE WITH THE CENTERLINE OF CARMENITA ROAD AS BOTH SHOWN ON SAID PARCEL MAP NO. 1307; THENCE ALONG SAID SOUTHWESTERLY LINE S 57°01'37" E, 732. 10 FEET (223.143 M) TOA NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950 M), A RADIAL LINE OF SAID CURVE BEARS S 37°44'01" W; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0°31'53", AN ARC LENGTH OF 30.22 FEET (9.211 M) TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°13'43", AN ARC LENGTH OF 13.00 FEET (3.962 M); THENCE N 37°21'49" E, 17.23 FEET (5.252 M); THENCE N 52°55'00" W, 13.00 FEET (3.962 M) TO A LINE PARALLEL WITH THE SECOND PREVIOUS COURSE PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL S 37°21'49" W, 17.23 FEET (5.252 M) TO THE TRUE POINT OF BEGINNING.

ALSO RESERVING TO VERIZON, A UTILITY EASEMENT AND RIGHT AT ANY TIME, OR FROM TIME TO TIME, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, REMOVE, RENEW, AND ENLARGE THE EXISTING UTILITY FACILITIES, NAMELY,

DISTRIBUTION LINE AND POLES AND FACILITIES INCIDENTAL THERETO, INCLUDING ACCESS TO PROTECT THE PROPERTY FROM ALL HAZARDS, IN, UNDER, UPON, OVER AND ACROSS THAT PORTION OF FREEWAY DRIVE 45.00 FEET WIDE IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP NO. 1307 IN BOOK 29, PAGES 41 AND 42 OF PARCEL MAPS IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID FREEWAY DRIVE WITH THE WESTERLY LINE OF SAID PARCEL 1 AS BOTH SHOWN ON SAID PARCEL MAP 1307; THENCE ALONG SAID NORTHEASTERLY LINE N 57°01'37" W, 76.44 FEET (23.300 M); THENCE AT RIGHT ANGLE S 32°58'23" W, 7.00 FEET (2.134 M); THENCE PARALLEL WITH SAID NORTHEASTERLY LINE S 57°01'37" E, 120.18 FEET (36.632 M); THENCE S 33°09'20" W, 26.03 FEET (7.935 M) TO A POINT ON A CURVE BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3257.70 FEET (992.950M) TO WHICH A RADIAL LINE OF SAID POINT BEARS· S 36°30'34" W, THE NORTHWESTERLY TERMINUS OF SAID CURVE TERMINATES ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 28.00 FEET OF SAID 45.00 FEET WIDE FREEWAY DRIVE, DISTANT S 57°01'37" E, 732.10 FEET ALONG SAID SOUTHWESTERLY LINE FROM THE CENTERLINE OF CARMENITA ROAD SHOWN ON SAID PARCEL MAP NO. 1307 TO WHICH A RADIAL LINE OF SAID TERMINUS BEARS S 37°44'01" W; THENCE FROM SAID POINT OF A CURVE, SOUTHEASTERLY ALONG THE CONTINUATION OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0°10'34", AN ARC LENGTH OF 10.02 FEET (3.053 M) TO A LINE PARALLEL WITH AND SOUTHEASTERLY 10.00 FEET MEASURED AT RIGHT ANGLE FROM ABOVE DESCRIBED COURSE AS "S 33°09'20" W"; THENCE ALONG SAID PARALLEL LINE N 33°09'20" E, 57.01 FEET (17.378 M) TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 368.77 FEET (112.400 M) TO WHICH A RADIAL LINE OF SAID POINT BEARS S 69°49'30" W, SAID CURVE BEING THE SOUTHEASTERLY CONTINUATION

OF A CERTAIN CURVE ON THE WESTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN STATE PARCEL DD 77064-05-01 BY DEED RECORDED DECEMBER 12, 2018 AS DOCUMENT NO. 20180144668 OF OFFICIAL RECORDS IN SAID OFFICE; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°32'39" , AN ARC LENGTH OF 48.56 FEET (14.800 M) TO A POINT; THENCE WESTERLY ALONG PROLONGATION OF THE RADIAL LINE FROM SAID POINT S 77°22'09" W, 5.00 FEET (1.524 M) TO A CURVE HAVING A RADIUS OF 373.77 FEET (113.924 M) CONCENTRIC WITH THE PREVIOUS CURVE; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 6°11'30" , AN ARC LENGTH OF 40.39 FEET (12.311 M) TO A LINE PARALLEL WITH AND NORTHWESTERLY 10.00 FEET (3.048 M) MEASURED AT RIGHT ANGLE FROM THE ABOVE DESCRIBED COURSE HAVING A LENGTH OF "57.01 FEET (17.378 M)"; THENCE ALONG SAID PARALLEL LINE S 33°09'20" W, 24.75 FEET (7.543 M) TO SAID NORTHERLY LINE OF FREEWAY DRIVE; THENCE ALONG SAID NORTHERLY LINE N 57°01'37" W, 43.76 FEET (13.339 M) TO THE POINT OF BEGINNING.

THERE SHALL BE NO ABUTTER'S RIGHT OF ACCESS OVER AND ACROSS THE COURSES DESCRIBED ABOVE WITH LENGTHS OF 147.83 FEET, 81.85 FEET AND 141.30 FEET.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ' ACT.

SIGNATURE: Samir M. Khoury

SAMIR M. KHOURY, P.E.

DATE: 5/28/2025



Exhibit “B-2”

Freeway Drive Right-of-Way Map

EXHIBIT "B-2"

COUNTY OF LOS ANGELES
CITY OF SANTA FE SPRINGS

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

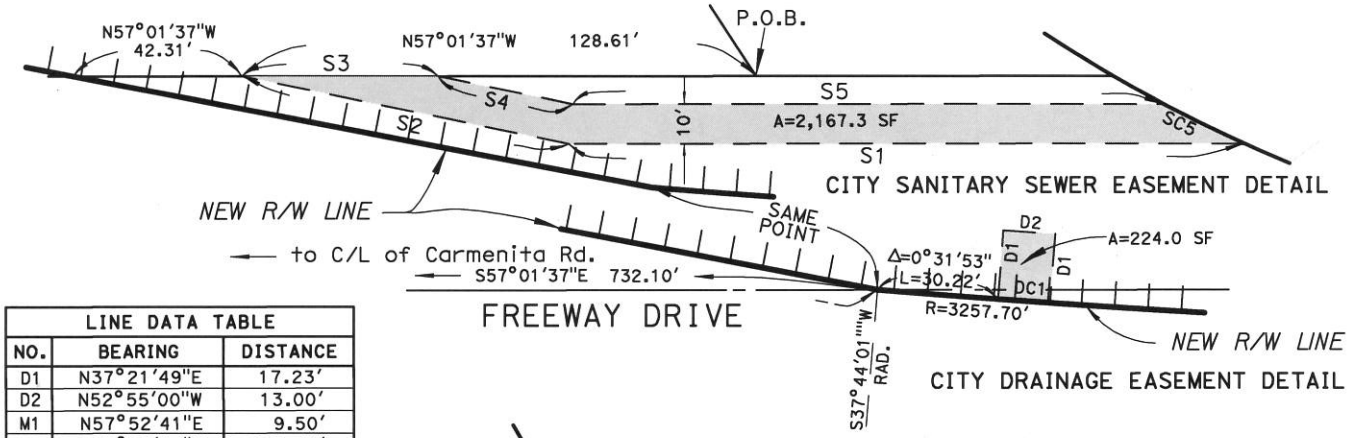
EXHIBIT PLAT MAP
FREEWAY DRIVE

FEET 0' 25' 50' 75' 100'

REF. R/W MAP No.: 26146-C EA: 2159C DATE: 11-8-2021

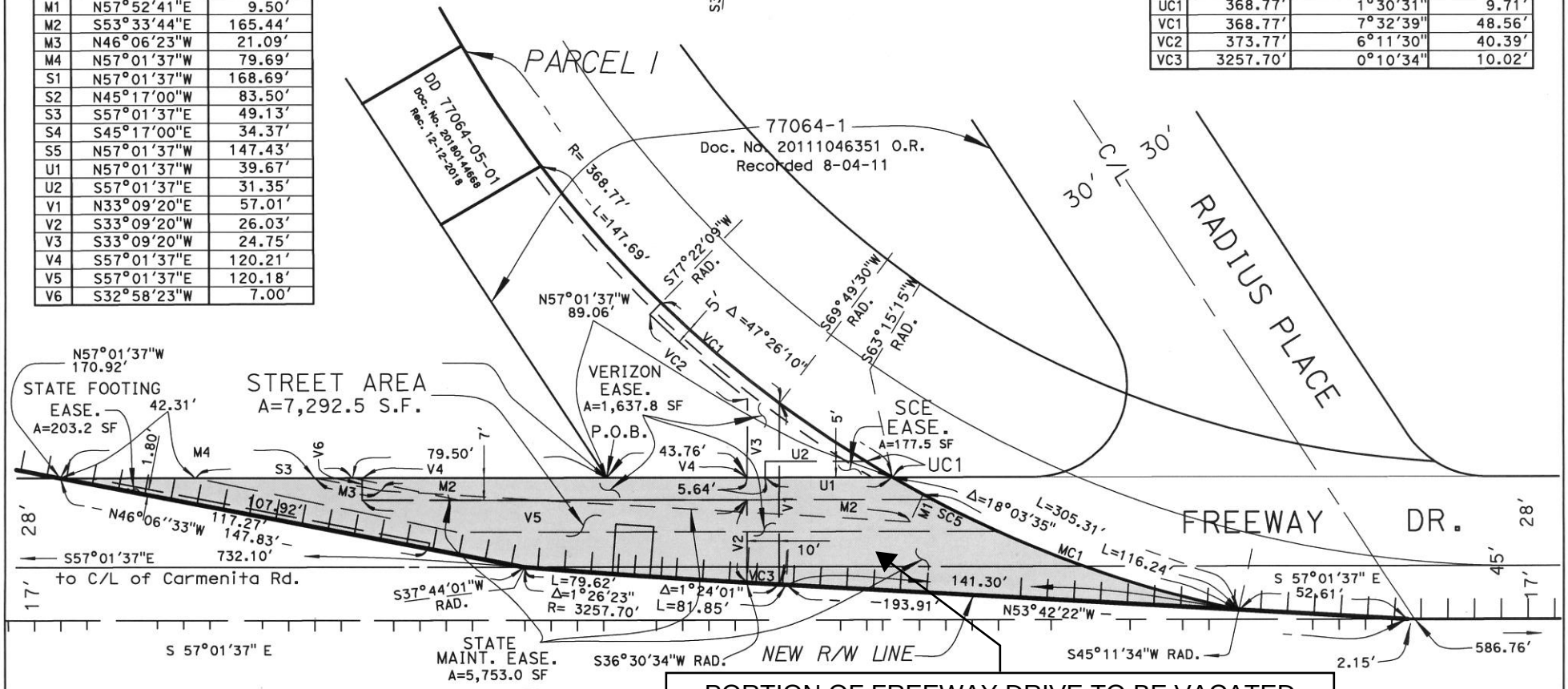
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
07	LA	05	2.7	2	2

Distances and Bearings are Grid. To obtain Ground Dist., divide Grid Dist. by cf 1.00003038.



LINE DATA TABLE		
NO.	BEARING	DISTANCE
D1	N37°21'49"E	17.23'
D2	N52°55'00"W	13.00'
M1	N57°52'41"E	9.50'
M2	S53°33'44"E	165.44'
M3	N46°06'23"W	21.09'
M4	N57°01'37"W	79.69'
S1	N57°01'37"W	168.69'
S2	N45°17'00"W	83.50'
S3	S57°01'37"E	49.13'
S4	S45°17'00"E	34.37'
S5	N57°01'37"W	147.43'
U1	N57°01'37"W	39.67'
U2	S57°01'37"E	31.35'
V1	N33°09'20"E	57.01'
V2	S33°09'20"W	26.03'
V3	S33°09'20"W	24.75'
V4	S57°01'37"E	120.21'
V5	S57°01'37"E	120.18'
V6	S32°58'23"W	7.00'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	29.00'	123°00'26"	62.26'
DC1	3257.70'	0°13'43"	13.00'
MC1	368.77'	16°21'30"	105.29'
SC5	368.77'	3°30'28"	22.58'
UC1	368.77'	1°30'31"	9.71'
VC1	368.77'	7°32'39"	48.56'
VC2	373.77'	6°11'30"	40.39'
VC3	3257.70'	0°10'34"	10.02'



NOTE: SEE TOP DETAILS FOR SEWER AND DRAINAGE EASEMENTS

PORTION OF FREEWAY DRIVE TO BE VACATED

Whittier Daily News
Local. News. Matters.
whittierdailynews.com

Whittier Daily News
181 W. Huntington Drive Suite#209
Monrovia, California 91016
(626) 544-0885

FILE NO. 0011745321

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles County

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

07/23/2025, 07/30/2025

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

Executed at Monrovia, California
On this 30th day of July, 2025.

Eva Almeida
Signature

RESOLUTION NO. 9953
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA DECLARING ITS INTENTION TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS; THE FIRST AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND THE SECOND AT FREEWAY DRIVE SOUTH OF THE PARCEL IDENTIFIED AS APN 8069-016-910, AND TO SET A DATE, HOUR, AND PLACE OF HEARING PURSUANT TO PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW

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

Section 1: That the City Council of the City of Santa Fe Springs hereby declares its intention to set a date, hour, and place for a public hearing to vacate two public right-of-way easements ("ROW"); the first located at the southeastern corner of Carmenita Road and Excelsior Drive and west of three parcels identified as APNs 8069-016-036, 035, and 034, and the second located at Freeway Drive south of the parcel identified as APN 8069-016-910, both described in Exhibits "A-1" and "B-1" and depicted in Exhibits "A-2" and "B-2," respectively, all attached hereto and incorporated by this reference.
Section 2: The City Council hereby elects to initiate the vacation proceeding pursuant to Chapter 3 of California Streets and Highways Code Section 8320 et seq.
Section 3: The date, hour, and place for hearing all persons interested in the proposed vacation of the ROWs is set for August 19, 2025, at 6:00 p.m. in the Council Chambers of the Santa Fe Springs City Council located at 11710 Telegraph Road, Santa Fe Springs, California.
Section 4: At the hearing, the City Council shall consider evidence and make findings to determine whether the ROWs are unnecessary for present or prospective public use and shall reserve and except from the vacation public utility and access easements, which shall be recited in the resolution to vacate as provided in Streets and Highways Code Section 8341.
Section 5: Notice of the hearing on the proposed vacation shall be posted conspicuously along both public right-of-way easements proposed to be vacated at least two (2) weeks before the date set for the hearing. At least three (3) notices shall be posted not more than three (300) hundred feet apart. The notices shall state the date, hour, and place of hearing; shall refer to the adoption of this Resolution of Intention; shall include a general location, lawful or official name, and the extent the public ROWs will be vacated and reference a map or plan that shows the area to be vacated; and shall state that the proceeding is pursuant to Chapter 3 of California Streets and Highways Code beginning with Section 8320 et seq.
Section 6: The City Clerk shall cause notice of the date, hour, and place of the hearing on the proposed vacations to be published for at least two (2) successive weeks prior to the hearing in the Whittier Daily News. The notice shall refer to the adoption of this Resolution of Intention; shall include a general location, lawful or official name, and the extent the public ROWs will be vacated and reference a map or plan that shows the area to be vacated; and shall state that the proceeding is pursuant to Chapter 3 of California Streets and Highways Code beginning with Section 8320 et seq.
APPROVED and ADOPTED by the City Council at the regular meeting of this 1st day of July 2025 by the following roll call vote:

AYES: Councilmembers Mora, Martin, Rodriguez, Mayor Pro Tem Zamora, and Mayor Rounds
NOES: None
ABSENT: None
ABSTAIN: None

Exhibits to Resolution No. 9953 can be obtained by contacting the City Clerk's Office at (562) 868-0511.
Whittier Daily News
Published: 7/23, 7/30/25

Whittier Daily News
Local. News. Matters.
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Whittier Daily News
181 W. Huntington Drive Suite#209
Monrovia, California 91016
(626) 544-0885

FILE NO. 0011749210

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles County

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

08/06/2025

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

Executed at Monrovia, California
On this 6th day of August, 2025.

Eva Almeida
Signature

RESOLUTION NO. 9953
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA DECLARING ITS INTENTION TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS; THE FIRST AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND THE SECOND AT FREEWAY DRIVE SOUTH OF THE PARCEL IDENTIFIED AS APN 8069-016-910, AND TO SET A DATE, HOUR, AND PLACE OF HEARING PURSUANT TO PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW

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APPROVED and ADOPTED by the City Council at the regular meeting of this 1st day of July 2025 by the following roll call vote:

AYES: Councilmembers Mora, Martin, Rodriguez, Mayor Pro Tem Zamora, and Mayor Rounds
NOES: None
ABSENT: None
ABSTAIN: None

Exhibits to Resolution No. 9953 can be obtained by contacting the City Clerk's Office at (562) 868-0511.
Whittier Daily News
Published: 8/6/25

ITEM # 10

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **BOX CAR MURAL SELECTION**

DATE: August 19, 2025

RECOMMENDATION

It is recommended that the City Council:

1) Review the (5) five Box Car Mural designs, presented by Artists Ivo Vergara, an international visual artist and Artist Rachel Lofthouse of Phoenix Design Company and select (1) one to be installed on the Heritage Park train box car; and

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

FISCAL IMPACT

There is no additional fiscal impact associated with the selection of a design option at this time. All costs related to mural development have been allocated and authorized for use in the Public Art and Art Education Program (Act. No. 10511001) adopted Fiscal Year 2025–26 budget.

BACKGROUND

On May 6, 2025, the City Council authorized the Director of Community Services to contract with a professional artist to digitize a conceptual artwork mural for a vinyl wrap production and installation on the boxcar replacing the former Santa Fe Springs Oranges mural by Mary McMenamin. Staff commissioned artist Ivo Vergara, a known muralist and Rachel Lofthouse, an artist with Phoenix Decorating Company.

In support of this effort, the Heritage Arts Advisory Committee (HAAC) provided creative input during their August 12, 2025, special meeting to help select the design for the installation.

Artist Ivo Vergara provided (3) three renderings and artist Rachel Lofthouse provided (2) two renderings. All the conceptual mural designs incorporate visual elements inspired by the student contestants who had submitted artwork during the Boxcar Mural contest reviewed by City Council on May 6, 2025. Each conceptual design contains iconic Santa Fe Springs landmarks and symbols of historical and cultural significance.

ANALYSIS

Each conceptual design has common design themes including recognizable features of the City's historical and cultural identity, artistic storytelling, and broad visual appeal.

Design Options – Ivo Vergara

1. **Mountains, Groves, and Industry**
   A sweeping mountainous backdrop frames vibrant orange groves in the foreground. The powerful steam locomotive pushes forward along the tracks, while historic oil pumps stand tall in the distance, symbolizing the region's agricultural and industrial heritage.
2. **Pumphouse and Cultural Roots**
   Majestic mountains rise behind a rustic pumphouse, an authentic Native American kiche, and lush rows of orange groves. The scene blends cultural history with the area's natural bounty.
3. **Railway and Heritage Structures**
   Towering mountains form the backdrop for the historic train depot and the gleaming steam locomotive. The classic carriage barn completes the composition, honoring the community's transportation legacy.

Design Options – Rachel Lofthouse

1. **Oil, Water, and Native Landmarks**
   Against a mountainous horizon, oil derricks and pumps stand as reminders of early industry. In the foreground, the iconic abalone fountain flows beside the historic pumphouse, with the Native American Kiche connecting natural beauty with human ingenuity.
2. **Harvest and Rails**
   Rolling mountains frame the abalone fountain, surrounded by oversized, golden oranges. The classic locomotive emerges from the scene, capturing both the agricultural richness and transportation history of the region.

After reviewing the options, the HAAC is recommending design **Option 1 of Ivo Vergara** to the City Council for formal consideration and approval. The design best captures the spirit of Santa Fe Springs while meeting the goals of visibility, engagement, and celebration through this public art project.

Key strengths of the design include strong visual and thematic alignment with the

City's story, effective integration of historic and community-based imagery, a high potential for visual impact, connection with park participants, and feasibility within project timelines and budget.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval, staff will send the selected art mural to begin production and coordinate with the vinyl wrap vendor for the scheduled installation.

ATTACHMENT(S):

A. Box Car Mural Design Options

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

Attachment #1

BOXCAR MURAL DESIGN OPTIONS

CITY COUNCIL MEETING
AUGUST 19, 2025



ARTISTS

Rachel Lofthouse



Phoenix Decorating Company Artist

Ivo Vergara



International Visual Artist

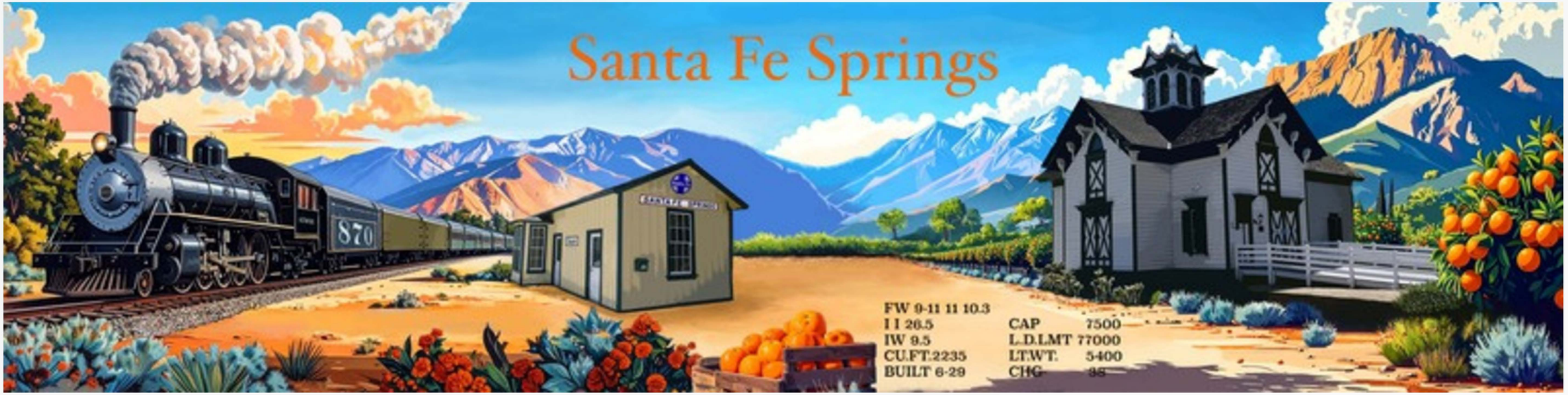
IVO VERGARA - OPTION #1



IVO VERGARA - OPTION #2



IVO VERGARA - OPTION #3



RACHEL LOFTHOUSE - OPTION #1



RACHEL LOFTHOUSE - OPTION #2



FOR ITEM NO. 11, PLEASE SEE ITEM NO. 17

ITEM # 12

CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

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: August 19, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

N/A

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 7/31/2025	None
Outstanding principal at 7/31/2025	$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.

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

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM NO. 13, PLEASE SEE ITEM NO. 17

ITEM # 14

CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

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

BY: 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: August 19, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

N/A

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 7/31/2025	None
Outstanding principal at 7/31/2025	$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 7/31/2025	None
Outstanding principal at 7/31/2025	$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

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

FOR ITEM NO. 15, PLEASE SEE ITEM NO. 17

FOR ITEM NO. 16, PLEASE SEE ITEM NO. 17

ITEM # 17

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: **MINUTES OF THE JULY 1, 2025 CITY COUNCIL MEETINGS**

DATE: August 19, 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 July 1, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. July 1, 2025 Regular Meeting Minutes

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

APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

July 1, 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
None

CITY COUNCIL

1. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: APN: 8001-003-934
Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development
Negotiation parties: Jamboree Housing Corporation
Under negotiation: Price and terms of payments as relates to interests in real property

2. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: APNs: 8011-002-901, -902, -903, and 8011-003-955 to -979 (MC&C IV)
Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development
Negotiation parties: Vehicle Parking Limited, LLC
Under negotiation: Lease price and terms of payments as relates to interests in real property

SUCCESSOR AGENCY

3. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
Property: APNs: 8011-018-900, -901, -902, -903, -904, -905, -906, AND 8011-019-911 (MC&C III)

Agency negotiator: René Bobadilla, City Manager and Cuong Nguyen, Director of Community Development
Negotiation parties: Vehicle Parking Limited, LLC
Under negotiation: Lease price and terms of payments as relates to interests in real property

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

Mayor Rounds reconvened the meeting at 6:02 p.m.

CLOSED SESSION REPORT
City Attorney, Rick Olivarez provided a closed session report: feedback was provided, and no reportable action was taken.

INVOCATION
Councilmember Mora led the invocation.

PLEDGE OF ALLEGIANCE
Councilmember Rodriguez led the pledge of allegiance.

INTRODUCTIONS
Members of the Chamber of Commerce were introduced.

PRESENTATIONS

4. RECOGNITION OF YOUTH SOCCER TEAM FOR WINNING TOURNAMENT (PARKS & RECREATION)

5. BEST OF SFS: INSPIRING SERVICES – "THE POWER OF GIVING BACK" (PARKS & RECREATION)

6. PRESENTATION OF APPRECIATION TO ESPN LA AND THE ESPARZA FAMILY (PARKS & RECREATION)

7. EVERY 15 MINUTES (PARKS & RECREATION)

8. LOS ANGELES COUNTY VECTOR CONTROL – MOSQUITO SEASON PRESENTATION (CITY MANAGER)

9. NORTH STAR ALLIANCES PRESENTATION (PARKS & RECREATION)

10. RECOGNITION OF KATHIE FINK (CITY MANAGER)

CHANGES TO AGENDA
Coty Attorney, Rick Olivarez requested to add an item titled **"FIRE STATION HEADQUARTERS OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS"** to the consent calendar as Item No. 32 which was brought to staff's attention after the agenda was posted and requires action before the next meeting of August 19, 2025. Council unanimously agreed to add

the item to the consent calendar.

PUBLIC COMMENTS
The following persons spoke during public comments:
Ian Jameson submitted a public comment via email.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
Fire Chief, Chad Van Meeteren spoke on donations to the Sister City of Navojoa, Mexico.

PUBLIC HEARING

11. CONFIRMATION OF 2024/25 WEED ABATEMENT CHARGES (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing;

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

3) Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2024/25 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Public Hearing opened at: 7:01 p.m.

No. of Speakers: None

Public Hearing closed at: 7:01 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2024/25 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll, by the following vote:

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

12. RESOLUTION NO. 9963 – AMENDING RESOLUTION NO. 9947 ADDING TWENTY-THREE (23) NEW FEES, AMENDING EIGHT (8) FEES, AND MOVING FOUR (4) FEES FROM POLICE SERVICES TO COMMUNITY DEVELOPMENT TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE FOR FISCAL YEAR 2024-25, AND UPDATING THE NAME TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing;

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

3) Adopt Resolution No. 9963, which amends Resolution No. 9947, adopted on March 4, 2025, to add twenty-three (23) new fees, amend eight (8) existing fees, and move four (4) fees from Police Services to Community Development from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25**;**

4) Update the name from City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25 to the City of Santa Fe Springs Comprehensive Fee Schedule;

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

Public Hearing opened at: 7:02 p.m.

No. of Speakers: None

Public Hearing closed at: 7:02 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Rodriguez, to adopt Resolution No. 9963, which amends Resolution No. 9947, adopted on March 4, 2025, to add twenty-three (23) new fees, amend eight (8) existing fees, and move four (4) fees from Police Services to Community Development from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25, and update the name from City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25 to the City of Santa Fe Springs Comprehensive Fee Schedule, and take such additional, related, action that may be desirable, by the following vote:

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

13. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9968 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-1 (HAWKINS STREET AND PALM DRIVE) AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 9968 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive); and,

2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,

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

Public Hearing opened at: 7:03 p.m.

No. of Speakers: None

Public Hearing closed at: 7:03 p.m.

It was moved by Councilmember Rodriguez, seconded by Councilmember Mora, to adopt Resolution No. 9968 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive), authorize the Levying of the Fiscal Year 2025-26 Assessments, and take such additional, related, action that may be desirable, by the following vote:

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

14. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 9969 CONFIRMING THE FISCAL YEAR 2025-26 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 9969 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and,

2) Authorize the Levying of the Fiscal Year 2025-26 Assessments; and,

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

Public Hearing opened at: 7:03 p.m.

No. of Speakers: None

Public Hearing closed at: 7:03 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Rodriguez, to adopt Resolution No. 9969 confirming the Fiscal Year 2025-26 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1, authorize the Levying of the Fiscal Year 2025-26 Assessments, and take such additional, related, action that may be desirable, by the following vote:

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

OLD BUSINESS

15. 2026 TOURNAMENT OF ROSES FLOAT DESIGN SELECTION (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Review the three (3) Rose Float designs, presented by Phoenix Design Company (Phoenix), and select one (1) for production for the 2026 Tournament of Roses parade; and

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

City Manager, René Bobadilla provided a brief introduction and called upon Director of Community Services, Maricela Balderas to provide a presentation on Item No. 15.

Council deliberated on the different options.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Rodriguez, to choose Option 1 with the incorporation of the "Welcome to Santa Fe Springs" sign on the side, by the following vote:

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

REGULAR BUSINESS

16. CONSIDERATION AND APPROVAL OF A RESOLUTION DECLARING A FISCAL EMERGENCY AND CALLING A SPECIAL MUNICIPAL ELECTION TO PRESENT VOTERS WITH A BALLOT MEASURE TO INCREASE THE CITY'S TRANSACTIONS AND USE TAX ALONG WITH OTHER ELECTION-RELATED ACTION; AND FIRST READING APPROVAL OF A RELATED ORDINANCE CODIFYING THE PROPOSED INCREASE, SUBJECT TO VOTER APPROVAL (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

1) Subject to adoption by the electorate, give first reading to Ordinance No. 1160 of the City of Santa Fe Springs, California ("City") increasing the City's existing transactions and use tax rate from 1% to 1.25% and making such other administrative amendments and updates requested by the California Department of Tax and Fee Administration; and

2) Adopt Resolution No. 9970 (i) Declaring a fiscal emergency within the meaning of Article XIIIC, §2 of the California Constitution; (ii) Calling and Giving Notice of a November 4, 2025 Special Election for the Submission of a Ballot Measure to Santa Fe Springs Voters increasing the City's 1% Transactions and Use Tax rate to 1.25%;

(iii) Requesting Consolidation of Said Special Election with the County-Administered Election of the Same Date; (iv) Requesting that the Los Angeles County Registrar-Recorder/County Clerk Provide Specific Election Administration Services; and (v) Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of An Impartial of Analysis; and

3) Discuss and take action regarding the preparation of ballot arguments.

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

City Manager, René Bobadilla provided a brief presentation on Item No. 16. He provided background on the need for the measure.

Mayor Pro Tem Zamora asked how many paramedics would be added. City Manager Bobadilla said 6, for a total of 2 squads (currently one). Council added comments in support of Item No. 16.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to give first reading to Ordinance No. 1160 of the City of Santa Fe Springs, California ("City") increasing the City's existing transactions and use tax rate from 1% to 1.25% and making such other administrative amendments and updates requested by the California Department of Tax and Fee Administration, adopt Resolution No. 9970 (i) Declaring a fiscal emergency within the meaning of Article XIIIC, §2 of the California Constitution; (ii) Calling and Giving Notice of a November 4, 2025 Special Election for the Submission of a Ballot Measure to Santa Fe Springs Voters increasing the City's 1% Transactions and Use Tax rate to 1.25%; (iii) Requesting Consolidation of Said Special Election with the County-Administered Election of the Same Date; (iv) Requesting that the Los Angeles County Registrar-Recorder/County Clerk Provide Specific Election Administration Services; and (v) Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of An Impartial of Analysis, discuss and take action regarding the preparation of ballot arguments, and take such additional, related, action that may be desirable, by the following roll call vote:

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

17. APPOINTMENTS TO THE YOUTH LEADERSHIP COMMITTEE (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Review and make appointments to the Youth Leadership Committee as desired; and

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

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Rodriguez, to reappoint all eligible members, by the following vote:

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

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

18. MINUTES OF THE JUNE 17, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

19. 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

20. MINUTES OF THE JUNE 17, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

21. 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

22. MINUTES OF THE JUNE 3 AND 17, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

23. MINUTES OF THE JUNE 3 AND 17, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

24. APPROVAL OF LEASE AGREEMENT WITH VEHICLE PARKING UNLIMITED, LLC FOR USE OF MC&C III FOR COMMERCIAL VEHICLE PARKING AND STORAGE (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Determine that the proposed lease agreement with Vehicle Parking Unlimited, LLC (VPU) is exempt from the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines Section 15301 (Minor Alterations to Land); and

2) Adopt Resolution No. SA-2025-003, approving a five-year lease agreement between the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs (Successor Agency) and VPU for the use of MC&C III site located at 10448 Bloomfield Avenue; and

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

CITY COUNCIL

25. MINUTES OF THE JUNE 3 AND 17, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

26. AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – APPROVAL OF PREQUALIFIED BIDDERS LIST AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Prequalified Bidders List for Phase 1B; and

2) Approve the Plans and Specifications for Phase 1B; and

3) Authorize the City Engineer to solicit construction bids for Phase 1B from the Prequalified Bidders List; and

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

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

27. LANDSCAPE MAINTENANCE SERVICES – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to finalize and advertise a Request for Proposals for Landscape Maintenance Services on Planet Bids, and

2) Approve the Third Amendment to the Agreement with Merchants Landscape Services, Inc. extending the contract for 90 days to terminate November 1, 2025, for an additional not-to-exceed fee of $255,000; and

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

28. RESOLUTION NO. 9971 – ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9971 approving the Commercial Street Improvement Slauson Ave (Sorensen Ave to Santa Fe Springs Rd) Project to be partially funded by RMRA, the Road Repair and Accountability Act (SB1); and

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

29. SANTA FE SPRINGS PARK PLAYGROUND REPLACEMENT – AWARD OF CONTRACT TO DAVE BANG ASSOCIATES, INC. (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9966 approving a cooperative purchase contract with Dave Bang Associates, Inc. of Tustin, CA in the amount of $455,719.20 for the purchase and installation of playground equipment in accordance with Santa Fe Springs Municipal Code §34.18; and

2) Authorize the City Manager to execute the agreement with Dave Bang Associates, Inc.; and

3) Appropriate $185,000 from the Capital Improvement Program Reserve Fund to the Santa Fe Springs Park Playground Improvement Project (Account No. PW230006); and

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

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

30. RESOLUTION NO. 9953 – INTENT TO VACATE TWO PUBLIC RIGHT-OF-WAY EASEMENTS AT THE SOUTHEASTERN CORNER OF CARMENITA ROAD AND EXCELSIOR DRIVE AND A PORTION OF FREEWAY DRIVE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9953 declaring City Council's intention to vacate two public right-of-way easements at the southeastern corner of Carmenita Road and Excelsior Drive and a portion of Freeway Drive; and

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

31. RESOLUTION NO. 9965 – ADOPTION OF ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2025-26 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9965 setting the appropriation limit for Fiscal Year 2025-26.

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

RECOMMENDATION: It is recommended that the City Council:

1) Appropriate an additional $250,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation Project (Acct. No. PW250007); and

2) Authorize the City Manager to amend the existing Purchase Order with Willscot to extend the lease on temporary trailers for the project and add a shower trailer in the total amount of $75,000; and

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

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Zamora, to approve the consent calendar, by the following vote:

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Councilmember Rodriguez appointed Juliann Bodnar to the Parks and Recreation Committee; Councilmember Mora appointed Miranda Martinez to the Youth Leadership Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora commended employee Joe Barrios, and also talked about attending the scholarship dinner. He talked about attending the volunteer dinner and thanked everyone in attendance. Lastly, he talked about the "Every 15 Minutes" campaign.

Councilmember Martin talked about the flyers for the pet related item, including the waiver of pet adoption fees for current of former military. She talked about the concerts in the park, Kathie Fink's retirement, and the availability of the pool during the summer. Lastly, she spoke about attending the Ms. Santa Fe Springs pageant.

Councilmember Rodriguez thanked staff for the concert offerings and welcomed the new Chamber of Commerce President, Mark Gutierrez. She also commended the Ms. Santa Fe Springs court and wished everyone a Happy Independence Day.

Mayor Pro Tem Zamora talked about an allocation of funds through the COG for Wi-Fi in the region. He also talked about the Telegraph Road improvement project and commended Transtech Engineering for expediting work in the city. He commended the Chamber of Commerce for their work, and promoted the Independence Day celebrations on July 3.

Mayor Rounds talked about the beginning of summer and also talked about attending the volunteer dinner and the scholarship dinner. He thanked staff, residents, and everyone in attendance.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:32 p.m.

_____
William K. Rounds
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
City Clerk

ITEM # 18

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **ON-CALL TREE MAINTENANCE SERVICES - AWARD OF CONTRACT FOR RFB NO. 25-1**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Accept the proposal from West Coast Arborists, Inc. in response to RFB No. 25-1 for On-Call Tree Maintenance Services; and

2) Award a contract to West Coast Arborists, Inc. from Anaheim, California for On-Call Tree Maintenance Services for an annual fee not-to-exceed $350,000; and

3) Authorize the City Manager to execute the agreement with West Coast Arborists, Inc.; and

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

FISCAL IMPACT

Funding for the recommended agreement is included in the Adopted Budget for Fiscal Year 2025-26. No additional appropriation is recommended at this time.

BACKGROUND

The City Council awarded a two-year On-Call Tree Maintenance Services contract to West Coast Arborist (WCA) effective April 13, 2017. The contract contained a stipulation allowing the City Council to renew the contract for an additional two years at the end of the first term, based on performance and approval by the City Council.
On April 13, 2018, the City Council awarded the additional two-year extension setting the expiration date on April 13, 2021.

On December 10, 2020, the City Council authorized the issuance of an RFP for this service. The result of the RFP was an award to WCA on April 6, 2021. WCA was awarded a 4-year contract that was set to expire on May 14, 2025.

On April 1, 2025, the City Council approved an amendment to the WCA contract extending the expiration date for 90 days to allow for an RFB process. The RFB was advertised on April 30, 2025, and provided for a scoring matrix with weighted scores for qualifications, experience and cost.

On June 17, 2025, the City received nine proposals. A three-member evaluation team reviewed each proposal based on project-specific criteria, such as the experience and capability of the firm, ability to perform work with appropriate staff and equipment, quality of work performed, and total fee proposed / bid schedule of rates. The City is not required to award to the lowest bidder for On-Call Tree Maintenance Services, since this is not a Public Works Contract as defined by the Public Contract Code.

Upon evaluating the proposals, staff determined that West Coast Arborists is the best qualified contractor and equipped to provide On-Call Tree Maintenance Services. Attached is a summary of the evaluation team's rankings of the proposals. The proposals submitted to the city and the evaluation score sheets are on file with the Public Works Department.

Based on the evaluation criteria, the proposals were ranked as follows:

Rank	Contractor		Base Fee	Score
1	West Coast Arborists, Inc.	$	149,061	98.7
2	Great Scott Tree Services	$	187,500	89.7
3	United Pacific Services	$	143,750	82.0
4	Mariposa Tree Management	$	187,645	81.0
4	Golden West Arbor Services	$	218,040	81.0
6	Greenfield Landscaping	$	163,655	79.3
7	North Star Land Care	$	194,593	78.3
8	SGD Enterprises	$	363,940	65.3
9	So Cal Arbor Care	$	251,375	59.0

ANALYSIS

The recommended agreement is for an annual fee not-to-exceed $350,000. The total annual fee depends on the work requested by staff throughout the year that is paid at the unit costs in the Schedule of Compensation. The term is for an initial three (3) years with an option for the City to extend the agreement for two additional 1-year terms.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, staff will execute the agreement with West Coast Arborists and coordinate with them to ensure uninterrupted service to the City.

ATTACHMENTS:

A. Contract Services Agreement

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

2025
CONTRACT SERVICES AGREEMENT
(Contractor: West Coast Arborists, Inc)
(Nature of Engagement: Tree Maintenance Services and GIS-Based Tree Maintenance and Inventory Management Tool)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 19th day of August 2025 (the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and West Coast Arborists, Inc (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, CITY requires regular and emergency tree maintenance and removal services, and a GIS-based tree maintenance and inventory management tool; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement.

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

Section 1. Recitals

The Recitals set forth above and true and correct and incorporated herein to this Agreement by this reference.

Section 2. Term.

A. This Agreement shall have a term of three (3) years commencing on the Effective Date. Time is of the essence for this Agreement.

B. The City shall have the sole option to extend the Agreement term for two (2) additional, one (1) year terms. CITY will provide CONTRACTOR 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. CONTRACTOR shall provide CITY written acceptance to extend the Agreement term within ten (10) days of service of CITY's written notice to extend the term.

C. 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.

Section 3. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Tree Maintenance Services and Tree Database/Management System" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Tree Maintenance Services and Tree Database/Management System" (hereinafter, the "CONTRACTOR Proposal"). The term "Scope of Services" shall be a collective reference to the CITY RFP and CONTRACTOR Proposal. The capitalized term "Work" or "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services, attached hereto as **Exhibit "A"** to this Agreement and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR 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 Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work 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 CONTRACTOR's cessation or abandonment.

Section 4. Performance of Work.

A. 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. CONTRACTOR shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth above. Once a written Work Order is received, CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the tasks and services as set forth in the Work Order or the Scope of Work. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.

C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

F. CONTRACTOR shall comply with all applicable federal, state, and local laws and

regulations, including all applicable Cal/OSHA and wage law and regulations in the performance of this Agreement.

Section 5. Compensation.

A. CONTRACTOR shall be compensated for Work performed in accordance with the Schedule of Compensation, attached hereto as **EXHIBIT "B"** (the "Approved Rate Schedule") and incorporated herein by this reference. The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of **Three Hundred and Fifty Thousand Dollars ($350,000)** per fiscal year (hereinafter, the "Not-to-Exceed Sum"). In the event CONSULTANT's charges are projected to exceed the 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 Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

B. CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.

C. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work was provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work was performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR 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 CONTRACTOR.

Section 6. Standard of Care.

A. CONTRACTOR represents, acknowledges, and agrees as follows:

1. CONTRACTOR shall perform all Work consistent with and adhering to the professional standard 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;

2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, permits, certifications and/or qualifications legally required to perform the Work and make the same available to CITY for copying and inspection;

3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;

4. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and

5. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and time to complete all Work as specified by the Scope of Work or other written order.

6. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall 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 in the CITY Representative's sole and absolute discretion.

B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 7. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be James Enriquez, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY

to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.

B. Contractor Representative. For the purposes of this Agreement, (Patrick Mahoney, Owner], is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 8. Contractor's Personnel.

A. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.

B. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such officers, employees, agents, contractors, subcontractors or subconsultants immediately upon receiving notice from CITY.

C. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 9. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Sections 1720 *et seq.* of the Labor Code. CONTRACTOR is responsible for complying with Labor Code Sections 1720 *et seq.*, which is briefly summarized in this Section.

B. Hours of Work.

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.

2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY Twenty Five Dollars ($25) for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 *et seq.*

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.

2. CONTRACTOR and any subcontractors engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall comply with Labor Code Section 1775, which establishes a penalty of up to Two Hundred Dollars ($200) per day for each worker engaged in the performance of the Work and where CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of

CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

(i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to Labor Code Sections 1720 *et seq.* shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

(iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.

(iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.

3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to Labor Code Sections 1720 *et seq*. Each

payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(i) The information contained in the payroll record is true and correct.

(ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to Labor Code Sections 1720 *et seq.*, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to Labor Code Sections 1720 *et seq.* any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to Labor Code Sections 1720 *et seq.* to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 10. Conflicts of Interest.

A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

B. CONTRACTOR 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.*). CONTRACTOR 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 Section 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR 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 CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR 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 Section 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090.

C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 11. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work 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.

Section 12. Non-Discrimination.

A. CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated hereunder (Cal. Code Regs., Title 2, §11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 *et seq.*, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 13. Indemnification and Duty to Defend.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or

related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code Section 2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code Section 2782(b).

B. CONTRACTOR agrees, at its sole cost and expenses, to promptly defend Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever. The duty of CONTRACTOR to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees. 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 a claim, demand, cause of action, or proceeding 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 damage, cost, expense, liability, claim, demand, cause of action, proceeding, expense, judgement, penalty, or lien. CONTRACTOR agrees to provide this defense immediately upon written notice from CITY with well qualified, adequately insured and experienced legal counsel acceptable to the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission, or performance.

C. Attorneys and other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any

reimbursement or indemnification arising under this Section.

D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

E. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.

F. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

G. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.

H. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

I. The provisions of this Section shall survive the termination or expiration of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 14. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. 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.

D. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement. CONTRACTOR warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Section 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. CONTRACTOR 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.

E. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

F. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

G. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

I. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

L. 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 CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

M. 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 Section 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.

Section 15. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required. This Section shall survive the termination or expiration of the Agreement.

Section 16. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause as provided herein. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR 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 will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall

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 shall be cured, which shall not be less than the applicable cure period set forth in this Section 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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

    ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default; that the Event of Default cannot be reasonably cured within the 30-day cure period; and CONTRACTOR is diligently pursuing to cure the Event of Default. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of

Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR'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 CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

iii. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.

Section 17. Force Majeure. Performance of Work under this Agreement may be waived in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 18. Confidentiality. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR 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. CONTRACTOR 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.

Section 19. Notices. Except as otherwise expressly provided in this Agreement, all notices permitted or required under this Agreement shall be given to the respective Parties must be in writing and may be given personally, by registered or certified mail (return receipt requested), Federal Express, UPS or other similar couriers. If notice is personally delivered, the notice shall be deemed to have been given and received on the date notice was given. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received three (3) days after the notice is deposited in the United States mail. If notice is given by Federal Express, UPS, or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on the receipt issued by the courier. Notice shall be provided to the following addresses:

If to CITY:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: James Enriquez,
Director of Public Works
Phone: (526) 868-0511

If to CONTRACTOR:

West Coast Arborists, Inc
2200 Via Burton
Anaheim, CA 92806
Attn: Patrick Mohoney, Owner
Phone: (714) 991-1900

Section 20. Assignment. The skills, training, knowledge, and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document attached or

incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. 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 of this Agreement.

Section 24. Governing Law; Jurisdiction. 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, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Section 28. 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.

[SIGNATURES ON FOLLOWING 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:

By: René Bobadilla, City Manager

Date: _____

West Coast Arborists, Inc.

By: _____

Name Patrick Mahoney

Title: President

Date: _____

ATTEST:

_____

By: Fernando Muñoz, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK/SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- **GPS Tree Inventory /Online Maintenance Access***
- **Tree Trimming/Grid Pruning**
- **Special Service Request Pruning**
- **Tree Removal/ Stump Removal**
- **Emergency Services**
- **Arborist Service**
- **Pine Tree/Palm Tree Pruning**

GPS TREE INVENTORY

Within the first sixty (60) days of the contract term, the Contractor shall be required to provide the City access to a record-keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree inventory, including the description of each tree by species, height, diameter, work history, and site location. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, and contractor equipment GPS location monitoring. The program shall be able to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of city tree species. Contractor shall provide software support to the City for the entire term of the contract. Provisions of the GPS Tree Inventory System include:

A. Conduct an inventory of the City's trees to be maintained under this contract by an ISA Certified Arborist including coordinates for all trees in public places. This includes but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in the inventory should be linked directly to a GIS program such as ArcView. The inventory collector will identify the trees by their global longitude and latitude coordinates. By collecting the data using the GIS program, the City can consolidate the tree data with other GPS-coded programs in the City.

B. The Contractor shall have at minimum ten (10) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the City's Urban Forest management. The Contractor shall have developed a complete and comprehensive computer software program for at least five (5) California cities. The program should have specialized reports designed specifically for the City's needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

C. The tree inventory program must include a mobile application for field use. The application must reflect live data in the tree inventory program. The mobile application's functionality must be compatible with Android and Apple systems, usable for precision mobility view as the user moves through canopied areas, include multiple-layer features including aerial imagery and street names, display tree icons based on precise GPS coordinates, display live work history records, and allow live data updates.

D. Provide not less than two (2) training sessions on using and manipulating the street tree database with City staff, including hands-on demonstrations and ongoing training as needed.

E. The inventory system described above shall be considered an instrument of service under this contract and shall remain the property of the City during the life of and following the termination of this Tree Maintenance Agreement.

F. Contractors shall provide routine software maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete software support rapidly with experienced staff available to the City from 6:00 am to 4:00 pm Monday through Friday.

**Online maintenance is defined as Internet access to Urban Forestry Management Software for GPS tree inventories that include work order tracking, the ability to send work requests, including, but not limited to, maintenance recommendations, tree conditions, pruning, planting, tree and stump removal, access to reports for tree inventory, the value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.*

TREE TRIMMING/GRID PRUNING SERVICES

Tree trimming/grid pruning services will be based on the City's grid system as shown in the map attached. City staff will identify the specific Grid Area Number(s) included each year and time frame to perform the work.

SPECIAL SERVICE REQUEST PRUNING

City staff will identify the location of each work area to be serviced via a Work Order. The Contractor shall report the location of work to City Staff.

TREE REMOVAL/ STUMP REMOVAL

Upon notification by City staff to Contractor of trees to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. The contractor shall remove a tree, grind the stump to a depth of eighteen (18) inches and haul all debris.

Stumps shall be cut low enough to the ground to safely grind. All holes shall be backfilled on the same day. The resultant chips from grinding may be used to fill the hole to two (2) inches above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

EMERGENCY SERVICES

The City may call upon the Contractor to respond to an emergency requiring immediate attention during and outside working hours. The City will be the sole judge in determining an emergency. Contractor shall be required to respond to the emergency within four (4) hours of notification by the City.

ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist who can respond to the City's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

PRUNING PALM TREES/ PINE TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by City staff in accordance with the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by an authorized City point of contact. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.

Pine tree pruning shall remove heavy, dead, conflicting, and broken branches, ensuring that 25 percent of the canopy is trimmed.

Pine trees shall be trimmed on a two (2) year cycle and from October through December to prevent excessive sapping.

EMERGENCY INFORMATION

The contractor's name, address, and telephone numbers shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road), and the Fire Department (11300 Greenstone Avenue).

STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel.

PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as the City's Contract Administrator and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. The contractor shall not accept direction or orders from anyone other than the City's Contract Administrator.

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of all Tree Maintenance Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement and must be available to respond to inquiries, job walks, and inspections of the service areas as required.

WORKFORCE

The Contractor shall pay all workers engaged in the work prevailing wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or the Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

UNIFORMS

The Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo, and nametag.

The Contractor shall require its personnel to wear proper PPE, including but not limited to work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, be regularly maintained, be clean and efficient, and comply with all measures and procedures promulgated by all agencies and jurisdictions.

The Contractor's vehicles shall be identifiable by company name and logo, printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

COOPERATION WITH OTHER WORK FORCES

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by other agencies, companies, and/or the City. The City, its workers and contractors, utility companies, and others shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor shall comply with all applicable litter, pollution, and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services.

The Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust, or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

PROTECTION OF PROPERTY

The Contractor shall be responsible for protecting public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the Contractor's operations, the Supervisor shall immediately notify the property owner(s) or authorities.

The Contractor shall repair or replace all existing improvements damaged by its operations at its own expense and pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and should match their finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

TRAFFIC CONTROL – PUBLIC CONVENIENCE AND SAFETY

The Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

A. The Contractor shall conduct its operations to offer the least possible obstruction and inconvenience to the public and shall have underway no greater length or amount of work than can be prosecuted properly with due regard to the public's rights.

B. The Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed unless otherwise approved by the Contract Administrator.

C. The Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein and as directed by the Contract Administrator.

D. The Contractor's employees working within the right-of-way shall always wear reflective vests.

E. Lane Closures. In compliance with the California Traffic Control Handbook, the Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc.

F. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy-two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

PERMITS AND LICENSES

The Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

NORMAL WORKING HOURS

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 am and 5:00 pm Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 pm and 7:00 am of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night, Saturday, Sunday or during City holidays as follows:

- New Year’s Day
- Martin Luther King Jr.’s Birthday
- Lincoln’s Birthday
- President’s Day/Washington’s Birthday
- Cesar Chavez’s Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Any other day appointed by the President or Governor for a public holiday

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

PESTS AND DISEASES

Upon working on any tree known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All material and debris shall be chipped to one (1) inch or smaller and shall not be left on site or used as mulch off-site. Debris shall be handled in a manner consistent with the latest version of all appropriate Best Management Practices (BMP) which minimizes the chances of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES (TREE HEALTHCARE)

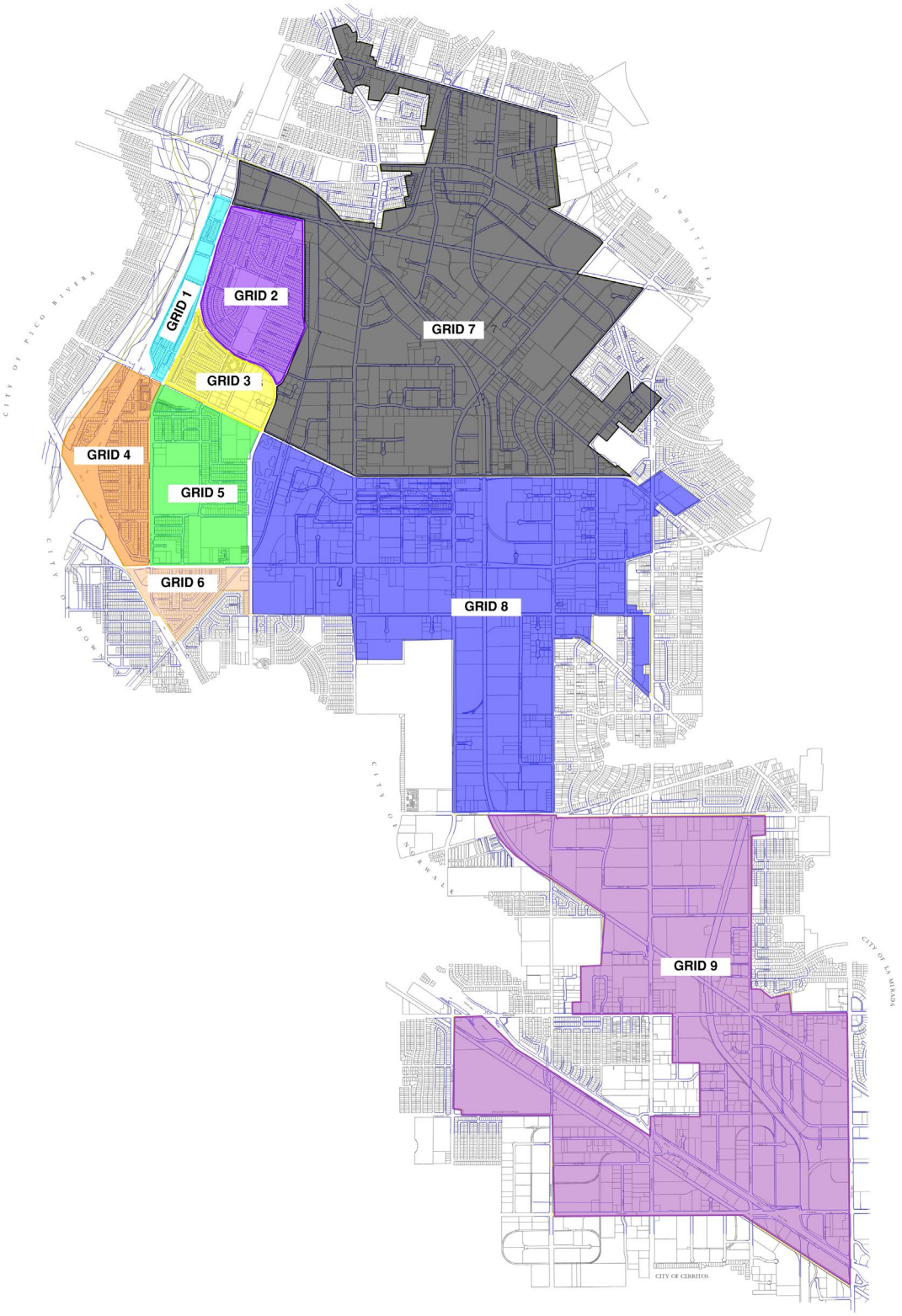
The Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations. Applications will be made by drenching, spraying, or injecting soil or tree trunks as conditions warrant. City policy encourages the use of the least toxic pesticide required for effective control of a given pest.

The Contractor shall submit Pesticide Usage Reports to the City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. The reports will provide all information needed in a format sufficient for all annual reporting, including IPM and NPDES.

MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this Scope of Work with the joint approval of the Contractor and the City administrator. All modifications shall be in writing.

If the City requires additional work contemplated within, but not specifically listed in this Scope of Services, the Contractor shall provide a competitive quote for the work, and the City shall approve the quote in writing prior to commencement of the additional work.


GRID 1
GRID 2
GRID 3
GRID 4
GRID 5
GRID 6
GRID 7
GRID 8
GRID 9
CITY OF PICO RIVERA
CITY OF WHITTIER
CITY OF DOWNEY
CITY OF NORWALK
CITY OF LA MIRADA
CITY OF CERRITOS

TREE TRIMMING GRID MAP

EXHIBIT "B"

SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION

GRID TRIMMING AND SPECIAL REQUEST SERVICES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	GRID TREE PRUNING				
1.	Grid Tree Trimming	2,500	EA	**$ 56.00**	**$140,000.00**
	GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS				
2.	GPS Tree Inventory and Software	1	LS		**$0.00**
	SPECIAL REQUEST TREE PRUNING IN DBH				
3.	Extra Small Trees (0"-6")	1	EA	**$ 56.00**	
4.	Small Trees (7"-12")	1	EA	**$ 150.00**	
5.	Medium Trees (13"-24")	1	EA	**$ 250.00**	
6.	Large Trees (25"-30")	1	EA	**$ 295.00**	
7.	Extra Large Trees (>31")	1	EA	**$ 350.00**	
8.	Palm Trees	1	EA	**$ 125.00**	
9.	Pine Trees	1	EA	**$ 395.00**	
	SPECIAL REQUEST TREE REMOVAL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	**$ 150.00**	
11.	Small Trees (7"-12")	1	EA	**$ 400.00**	
12.	Medium Trees (13"-24")	1	EA	**$ 900.00**	
13.	Large Trees (25"-30")	1	EA	**$ 1,250.00**	
14.	Extra Large Trees (>31")	1	EA	**$ 1,500.00**	
	SPECIAL REQUEST STUMP REMOVAL IN DBH				
15.	Extra Small Trees (0"-6")	1	EA	**$ 100.00**	
16.	Small Trees (7"-12")	1	EA	**$ 150.00**	
17.	Medium Trees (13"-24")	1	EA	**$ 250.00**	
18.	Large Trees (25"-30")	1	EA	**$ 300.00**	
19.	Extra Large Trees (>31")	1	EA	**$ 350.00**	

EXTRA WORK AND EMERGENCY RESPONSE

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	**$420.00**
2.	Labor Rate	HOUR	**$140.00**
3.	Crew Rental (3-man crew w/equipment)	HOUR	**$330.00**
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	**$200.00**
5.	Tree Healthcare- Trunk Injection	PER TREE	**$200.00**
6.	Tree Healthcare- Soil Injection	PER TREE	**$200.00**
7.	Tree Healthcare- Canopy Application	PER TREE	**$200.00**
8.	Arborist Services	HOUR	**$200.00**
9.	Tree Inspection by Tree Risk Assessment Certified Personnel	HOUR	**$200.00**

*NOTE: Equipment, supplies and materials shall be included in all the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.

ITEM # 19

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **RESIDENTIAL STREET IMPROVEMENT 2024-2025 – FINAL PAYMENT**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the Final Payment to Toro Enterprises, Inc. of Oxnard, California for $1,718,468.68 (Less 5% Retention); and

2) Approve the final contract amount with Toro Enterprises, Inc. in the amount of $6,615,744.70; and

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

FISCAL IMPACT

The Residential Street Improvement 2024-2025 Project is an approved Capital Improvement Program (CIP) project funded by local return funds and the Utility Users Tax (UUT) Capital Improvement Plan Fund with an original budget of $7,240,259.68 (Account No. PW250100).

The total project cost breakdown is estimated as follows:

ITEM		BUDGET
Construction	$	6,615,745.00
Design	$	50,000.00
Engineering / Public Outreach	$	130,000.00
Inspection	$	81,000.00
Estimated Total Project Cost:	**$**	**6,876,745.00**

The project is estimated to close with a surplus of approximately $363,515.00, which will be returned to the Utility Users Tax (UUT) Capital Improvements Fund.

The payment detail (Attachment A) represents the Final Payment (less 5% retention) due, per the terms of the contract, for the work that has been completed and found to be satisfactory. The retention will be released following the mandatory waiting period following the filing of the Notice of Completion with the LA County Registrar-Recorder.

BACKGROUND

The Residential Street Improvement 2024-2025 Project performed roadway, concrete, and street lighting improvements on twenty-five (25) residential streets. The scope of work consisted of grinding the existing street pavement and placing new asphalt concrete overlays, replacing some driveway aprons, curb and gutter, cross gutters, ADA curb ramps, sidewalks, adding new traffic striping, and installing conduit and pull boxes for future street lighting use. Due to the timing of the street improvements and a portion of a future street lighting project overlapping, construction of this project included the street lighting portion before the streets were paved as to not impair the newly constructed asphalt pavement.

On December 10, 2024, the City Council approved the award of a contract to Toro Enterprises, Inc. in the amount of $6,059,065.00 for construction of the Residential Street Improvement 2024-2025 Project. The final contract amount is $6,615,744.70, which includes approved change orders and adjustments of final quantities for unit priced items as measured during construction.

ANALYSIS

N/A

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Residential Street Improvement 2024-2025 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

The completion of the Residential Street Improvement 2024-2025 Project has renewed the service life of the existing street pavement and hardscape. The project will also help reduce maintenance repair costs.

SUMMARY/NEXT STEPS

Upon the City Council approval of the recommended actions, the Public Works Department will coordinate with the Finance Department to issue a final payment to Toro Enterprises, Inc. and proceed to close the project. The Public Works Department will then file the Notice of Completion with the LA County Registrar-Recorder as a part of the project closure. Following the mandatory waiting period after the filing of the Notice of Completion, Public Works will work with the Finance Department to release the retention payment.

ATTACHMENTS

A. Final Payment Detail

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

ATTACHMENT A

Payment Detail:
RESIDENTIAL STREET IMPROVEMENT 2024-2025

Contractor: Toro Enterprises, Inc.
2101 E. Ventura Blvd.
Oxnard, CA 93036

Final Payment: $ 1,632,545.25

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
	CONTRACT								
1.	Mobilization.	1	L.S.	$ 295,000.00	$ 295,000.00	25%	$ 73,750.00	100%	$ 295,000.00
2.	Traffic Control & Public Safety.	1	L.S.	$ 230,000.00	$ 230,000.00	25%	$ 57,500.00	100%	$ 230,000.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	L.S.	$ 29,000.00	$ 29,000.00	25%	$ 7,250.00	100%	$ 29,000.00
4.	Construction Survey and Monument Perpetuation.	1	L.S.	$ 64,800.00	$ 64,800.00	25%	$ 16,200.00	100%	$ 64,800.00
5.	Clearing and Grubbing.	1	L.S.	$ 65,800.00	$ 65,800.00	25%	$ 16,450.00	100%	$ 65,800.00
6.	Cold Mill (Header Cut or Full Width) 0"-2" Existing Macadam Pavement and/or base, and Apply Tack Coat.	330,000	S.F.	$ 0.39	$ 128,700.00	0	$ -	302,868	$ 118,118.52
7.	Crack Seal, Apply Tack Coat, and Construct 2" Thick Asphalt Concrete C2 PG 64-10 with Fiber Reinforced Asphalt Concrete (FRAC) per Detail.	12,600	TON	$ 136.00	$ 1,713,600.00	10,227.38	$ 1,390,923.68	11451.43	$ 1,557,394.48
8.	Remove Existing Pavement and Construct ADA Compliant Curb Ramp and Base With Black Truncated Domes per 2018 Caltrans Standard Plan A88A.	104	EA	$ 5,780.00	$ 601,120.00	0	$ -	104	$ 601,120.00
9.	Remove Existing and Construct PCC Residential Driveway And Base per City of Santa Fe Springs Standard Plan No. R-6.1.	9,300	S.F.	$ 23.75	$ 220,875.00	0	$ -	17,448	$ 414,390.00
10.	Sawcut, Remove Existing and Construct PCC Curb and Gutter, or Depressed Curb Per City of Santa Fe Springs Standard Plan No. R-7 or R-6.1, Type A2 or A4 and Per Detail.	1,870	L.F.	$ 122.00	$ 228,140.00	0	$ -	2,877	$ 350,994.00
11.	Sawcut, Remove Existing and Construct 4" Thick PCC Sidewalk Per City of Santa Fe Springs Standard Plan No. R-2 Sidewalk Section and Per Detail.	6,950	S.F.	$ 19.80	$ 137,610.00	0	$ -	15,835	$ 313,533.00
12.	Adjust to Grade Existing Utility Manhole Cover and Frame.	90	EA	$ 960.00	$ 86,400.00	86	$ 82,560.00	86	$ 82,560.00
13.	Adjust to Grade Existing Water Valve Cover, Frame and Box.	76	EA	$ 400.00	$ 30,400.00	79	$ 31,600.00	79	$ 31,600.00
14.	Sawcut, Remove Existing and Construct Cross Gutter Per City of Santa Fe Springs Standard Plan No. R-3.4.	21,700	S.F.	$ 37.10	$ 805,070.00	0	$ -	29,467	$ 1,093,225.70
15.	Thermoplastic Traffic Markings and Striping, Pavement Markers, and Repainting Addresses.	1	L.S.	$ 29,850.00	$ 29,850.00	100%	$ 29,850.00	100%	$ 29,850.00
16.	Construct Utility Trench and Furnish and Install 3" Diameter Underground Conduit with Pull Rope.	21,500	L.F.	$ 53.00	$ 1,139,500.00	0	$ -	20,119	$ 1,066,307.00
17.	Furnish and Construct Pull Box per City of Santa Fe Springs Standard Plan No. L-6.1.	132	EA	$ 1,600.00	$ 211,200.00	0	$ -	132	$ 211,200.00
18.	Place CMB/Over excavation.	100	CY	$ 420.00	$ 42,000.00	0	$ -	0	$ -
				Contract Total:	**$ 6,059,065.00**		**$ 1,706,083.68**		**$ 6,554,892.70**

Item No.	Description	Contract Change Orders				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
	CONTRACT CHANGE ORDER								
1.	CCO #1 - Project Info Signs	1	L.S.	$ 9,600.00	$ 9,600.00	1	$ 9,600.00	1	$ 9,600.00
2.	CCO #2 - Broaded & Millergrove Curb Realignment	1	L.S.	$ 52,967.00	$ 52,967.00	0	$ -	1	$ 52,967.00
3.	CCO #3 - Credit for pillbox collars	1	L.S.	$ (4,500.00)	$ (4,500.00)	0	$ -	1	$ (4,500.00)
4.	CCO #4 - Broaded St. Traffic Loop	1	L.S.	$ 2,785.00	$ 2,785.00	1	$ 2,785.00	1	$ 2,785.00
				Contract Change Order Total:	**$ 60,852.00**		**$ 12,385.00**		**$ 60,852.00**
				Contract and Contract Change Order Total:	**$ 6,119,917.00**		**$ 1,718,468.68**		**$ 6,615,744.70**

CONTRACT PAYMENTS:

				Warrant Billing Period			
Total Items Completed to Date:	**$ 6,615,744.70**						
Less 5% Retention:	$ 330,787.24	**Invoice Date**	**Invoice No.**	**Invoice Due Date**	**Invoice Pay Date**	**Payment Amount**	**Retention Amount**
Progress Payment No. 1:	**$ 1,324,729.97**	03/31/2025	001	04/15/2025	04/24/2025	**$ 1,324,729.97**	**$ 69,722.63**
Progress Payment No. 2:	**$ 1,697,474.72**	04/30/2025	002	06/10/2025	06/14/2025	**$ 1,697,474.72**	**$ 89,340.78**
Progress Payment No. 3:	**$ 1,630,207.52**	05/31/2025	003	07/08/2025	07/17/2025	**$ 1,630,207.52**	**$ 85,800.40**
Final Payment:	**$ 1,632,545.25**		004	09/02/2025	09/11/2025	**$ 1,632,545.25**	**$ 85,923.43**

	Amount	Account
Finance Please Pay:	**$ 1,632,545.25**	**PW250100**
5% Retention Completed this Period:	**$ 85,923.43**	**270010**
Recommended by Project Manager:	**Robert Garcia**	*Robert Garcia* #2232 8/6/25
Approved by Public Works Director:	**James Enriquez**	

ITEM # 20

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **SHOEMAKER AVENUE AND BROADWAY AVENUE STREET IMPROVEMENT – FINAL PAYMENT**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the Final Payment to Sequel Contractors, Inc. of Santa Fe Springs, California for $312,413 (Less 5% Retention); and

2) Approve the final contract amount with Sequel Contractors, Inc. in the amount of $971,328; and

3) Authorize the Director of Public Works to execute Contract Change Order Nos. 1 - 4 in an aggregate amount of $159,485; and

4) Appropriate $20,000 from Measure SFS funds to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504); and

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

FISCAL IMPACT

The Shoemaker Avenue (Los Nietos Road to the end of the cul-de-sac) and Broadway Avenue (Washington Boulevard to the southern City boundary, approximately 550 feet) Street Improvement projects are approved Capital Improvements Program (CIP) projects funded with Redevelopment Project Tax Allocation Bond funds with an original budget of $505,000 (Account No. PW220503) and $325,000 (Account No. PW230504), respectively. An additional appropriation of $391,000 from Redevelopment Project Tax

Allocation Bond funds to Account No. PW230504 was authorized on July 16, 2024. The combined approved budget is $1,221,000.

The total project cost breakdown is estimated as follows:

ITEM		BUDGET
Construction	$	807,165
Construction Change Orders and Final Quantity Adjustment	$	164,163
Design	$	101,399
Engineering / Public Outreach	$	120,000
Inspection	$	45,000
Estimated Total Project Cost:	**$**	**1,237,727**

The project requires an additional appropriation of approximately $20,000 to close the project. Staff is requesting an appropriation from the Measure SFS fund to the Shoemaker Avenue and Broadway Avenue Street Improvement Project (Account No. PW230504).

The payment detail (Attachment A) represents the Final Payment (less 5% retention) due, according to the terms of the contract, for the work that has been completed and found to be satisfactory. The retention will be released following the mandatory waiting period following the filing of the Notice of Completion with the LA County Registrar-Recorder.

BACKGROUND

Shoemaker Avenue (Los Nietos Road to cul-de-sac) and Broadway Avenue (Washington Boulevard to southern City boundary) had exceeded their service lives and required rehabilitation. The Shoemaker Avenue scope of work consisted of the removal of eleven inches of existing asphalt and base and the placement of fiber-reinforced asphalt concrete pavement over a cement-treated base section. The Broadway Avenue scope of work consisted of the removal of three inches of existing asphalt pavement and the placement of fiber-reinforced asphalt concrete pavement. Additionally, the project included the removal and replacement of damaged curb & gutter, sidewalks, curb ramps, and driveways, as needed.

On July 16, 2025, the City Council approved the award of a contract to Sequel Contractors, Inc. in the amount of $807,165 for the construction of the Shoemaker Avenue and Broadway Avenue Street Improvements project. The final contract amount is $971,328, which includes change orders and adjustments of final quantities for unit priced items as measured during construction.

ANALYSIS

Contract Change Order No. 1 in the amount of $11,896 is the premium cost for paving on the weekends to minimize adverse effects to the surrounding businesses. Contract Change Order No. 2 in the amount of $22,177 is for adding additional cement to the paving structural section, new signage and the installation of new manhole frames. Contract Change Order No. 3 in the amount of $72,035 is for a modified design of the pavement transition at the intersection of Bradway Avenue and Washington Boulevard. Contract Change Order No. 4 in the amount of $53,377 is the shared cost for repaving Shoemaker Avenue.

ENVIRONMENTAL

N/A

DISCUSSION

The completion of the Shoemaker Avenue and Broadway Avenue Street Improvement projects renewed the service life of the asphalt concrete pavement and adjacent concrete for these two commercial streets. The projects will also help reduce maintenance costs.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, the Public Works Department will coordinate with the Finance Department to issue a final payment to Sequel Contractors, Inc. and proceed to close the project. The Public Works Department will then file the Notice of Completion with the LA County Registrar-Recorder as a part of the project closure. Following the mandatory waiting period after the filing of the Notice of Completion, Public Works will work with the Finance Department to release the retention payment.

ATTACHMENT:

A. Final Payment Detail

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

ATTACHMENT A

Payment Detail:
SHOEMAKER AVE. & BROADWAY AVE. STREET IMPROVEMENTS

Contractor: Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

Final Payment: $ 296,792.32

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
	CONTRACT WORK								
	SHOEMAKER AVENUE								
1.	Mobilization.	1	L.S.	$ 40,000.00	$ 40,000.00	25%	$ 10,000.00	100%	$ 40,000.00
2.	Traffic Control and Public Safety.	1	L.S.	$ 40,000.00	$ 40,000.00	25%	$ 10,000.00	100%	$ 40,000.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	L.S.	$ 3,000.00	$ 3,000.00	25%	$ 750.00	100%	$ 3,000.00
4.	Construction Survey and Monument Perpetuation.	1	L.S.	$ 10,000.00	$ 10,000.00	25%	$ 2,500.00	100%	$ 10,000.00
5.	Pulverize Existing A.C. Pavement and Base to a Depth of 11". Remove and Dispose of 4" of Pulverized Base and Treat Remaining with 5% Cement to a Depth of 7".	52100	SF	$ 2.15	$ 112,015.00	0	$ -	52,626	$ 113,145.90
6.	Apply Tack Coat and Construct 4" Thick Fiber Reinforced Asphalt Concrete (FRAC) Pavement.	1300	TON	$ 135.00	$ 175,500.00	1,406.81	$ 189,919.35	1,406.81	$ 189,919.35
7.	Remove Existing and Construct PCC Curb & Gutter (Full Height and Depressed Curb) per City Standard R-7.	380	L.F.	$ 100.00	$ 38,000.00	0.00	$ -	116.50	$ 11,650.00
8.	Remove Existing and Construct PCC Commercial Driveway and Base per City Standard R-6.2.	2270	S.F.	$ 30.00	$ 68,100.00	0	$ -	2,925	$ 87,750.00
9.	Adjust Existing Manhole Frame and Cover to Grade.	4	EA	$ 2,000.00	$ 8,000.00	0	$ -	4	$ 8,000.00
10.	Traffic Signing, Thermoplastic Markings and Striping, Pavement Markers and Repaint Curb.	1	L.S.	$ 15,000.00	$ 15,000.00	1	$ 15,000.00	1	$ 15,000.00
11.	Over excavation, Import and Place CMB.	100	C.Y.	$ 130.00	$ 13,000.00	0	$ -	9	$ 1,170.00
12.	Slurry Seal (Type 1) Surface of Two Raised Medians.	800	S.F.	$ 3.00	$ 2,400.00	620	$ 1,860.00	620	$ 1,860.00
					SHOEMAKER AVENUE TOTAL:		**$ 230,029.35**		**$ 521,495.25**
	BROADWAY AVENUE								
1.	Mobilization.	1	L.S.	$ 20,000.00	$ 20,000.00	25%	$ 5,000.00	100%	$ 20,000.00
2.	Traffic Control and Public Safety.	1	L.S.	$ 27,400.00	$ 27,400.00	25%	$ 6,850.00	100%	$ 27,400.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	L.S.	$ 2,000.00	$ 2,000.00	25%	$ 500.00	100%	$ 2,000.00
4.	Construction Survey and Monument Perpetuation.	1	L.S.	$ 10,000.00	$ 10,000.00	25%	$ 2,500.00	100%	$ 10,000.00
5.	Cold Mill Existing 3" Thick Asphalt Concrete Pavement and/or Base.	30,500	S.F.	$ 0.85	$ 25,925.00	0	$ -	28,652	$ 24,354.20
6.	Crack Seal, Apply Tack Coat, and Construct 3" Thick Fiber Reinforced Asphalt Concrete (FRAC) Pavement.	575	TON	$ 135.00	$ 77,625.00	0	$ -	633.36	$ 85,503.60
7.	Remove Existing and Replace 4" Thick PCC Curb Ramp and Base with Black Truncated Domes per Caltrans Standard Plan A88A.	2	EA	$ 6,000.00	$ 12,000.00	0	$ -	2	$ 12,000.00
8.	Remove Existing Concrete Cross Gutter and Asphalt and Replace with New PCC Spandrel and Cross Gutter per City Standard R-3.4.	1700	S.F.	$ 30.00	$ 51,000.00	0	$ -	1,581	$ 47,430.00
9.	Remove Existing and Construct PCC Curb & Gutter and Base per City Standard R-7.	100	L.F.	$ 100.00	$ 10,000.00	0	$ -	39	$ 3,900.00
10.	Remove Existing and Construct PCC Sidewalk and Base per City Standard R-2.	220	S.F.	$ 20.00	$ 4,400.00	0	$ -	1,360.50	$ 27,210.00
11.	Remove Existing and Replace Traffic Loops.	6	EA	$ 800.00	$ 4,800.00	0	$ -	6	$ 4,800.00
12.	Adjust Existing Manhole Frame and Cover to Grade.	4	EA	$ 1,200.00	$ 4,800.00	0	$ -	3	$ 3,600.00
13.	Adjust Existing Utility Pull box to Grade.	4	EA	$ 600.00	$ 2,400.00	0	$ -	5	$ 3,000.00
14.	Adjust Existing Water Valve Frame and Cover to Grade. Contractor to coordinate with Water Utility Company.	6	EA	$ 300.00	$ 1,800.00	0	$ -	3	$ 900.00

Payment Detail:
SHOEMAKER AVE. & BROADWAY AVE. STREET IMPROVEMENTS

Contractor: Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, CA 90670

Final Payment: $ 296,792.32

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
	CONTRACT WORK								
SHOEMAKER AVENUE									
15.	Remove Existing Bollards and Foundations.	2	EA	$ 1,000.00	$ 2,000.00	0	$ -	2	$ 2,000.00
16.	Thermoplastic Traffic Markings and Striping, Pavement Markers and Repaint Curb.	1	L.S.	$ 10,000.00	$ 10,000.00	1	$ 10,000.00	1	$ 10,000.00
17.	Over excavation, Import and Place CMB.	100	C.Y.	$ 130.00	$ 13,000.00	0	$ -	25	$ 3,250.00
18.	Relocate Pedestrian Push Button and Stand.	1	EA	$ 3,000.00	$ 3,000.00	0	$ -	1	$ 3,000.00
					BROADWAY AVENUE TOTAL:		**$ 24,850.00**		**$ 290,347.80**
					Contract Total: **$ 807,165.00**		**$ 254,879.35**		**$ 811,843.05**

Item No.	Description	Contract Change Orders				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
	CONTRACT CHANGE ORDER								
CCO 1	Premium time for CTB and paving operations on 10/19/24 and 10/26/24	1	L.S.	$ 11,895.58	$ 11,895.58	0%	$ -	100%	$ 11,895.58
CCO 2	Shoemaker: Retreat, New Manholes, Add Type N Sign	1	L.S.	$ 22,176.89	$ 22,176.89	2.5%	$ 554.42	100%	$ 22,176.89
CCO 3	Washington: Mill and Pave to resolve transition to cross gutter	1	L.S.	$ 72,034.79	$ 72,034.79	5%	$ 3,601.79	100%	$ 72,034.79
CCO 4	Shoemaker: Mill and Repave, including premium time	1	L.S.	$ 53,377.41	$ 53,377.41	100%	$ 53,377.41	100%	$ 53,377.41
					$ 159,484.67		**$ 57,533.62**		**$ 159,484.67**
					Contract and Contract Change Order Total: **$ 966,649.67**		**$ 312,412.97**		**$ 971,327.72**

CONTRACT PAYMENTS:

			Warrant Billing Period			
Total Items Completed to Date:	$ 971,327.72					
Less 5% Retention:	$ 48,566.39	Invoice Date	Invoice No.	Invoice Due Date	Invoice Pay Date	Payment Amount	Retention Amount
Progress Payment No. 1:	$ 524,901.77	11/07/2024	001	11/13/2024	11/21/2024	$ 524,901.77	$ 27,626.41
Progress Payment No. 2:	$ 101,067.24	01/06/2025	002	01/21/2025	01/30/2025	$ 101,067.24	$ 5,319.33
Final Payment:	**$ 296,792.32**	04/29/2025	003	09/02/2025	09/11/2025	$ 296,792.32	$ 15,620.65

	Amount	Account
Finance Please Pay:	$ 296,792.32	PW230504 (SHOEMAKER AVENUE)
5% Retention Completed this Period:	$ 15,620.65	270010
Recommended by Project Manager:	Robert Garcia	Robert Garcia #2232 8/6/25
Approved by Public Works Director:	James Enriquez, PE	

ITEM # 21

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **STREET LIGHT LED CONVERSION PROJECT – CHANGE ORDER APPROVAL**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Authorize the City Manager to execute Contract Change Order No. 1 in the amount of $44,000 and Contract Change Order No. 2 in the amount of $79,730 with Yunex, LLC, for additional work in an aggregate amount of $123,730; and

2) Take such additional and related action as may be desirable.

FISCAL IMPACT

The Street Light LED Conversion Project is an approved Capital Improvement Project funded by the Redevelopment Bond Fund and the Utility Users Tax (UUT) Capital Improvement Plan Reserve, with a total allocation of $2,400,000. Total expenditure to date, including the proposed change orders, is $1,223,639. Sufficient funds remain in the approved project budget and no additional appropriation is recommended at this time.

The total project cost breakdown is as follows:

ITEM	ESTIMATED AMOUNT	
Construction	$	114,945
Change Order Nos. 1 and 2 (Recommended)	$	123,730
Supplies	$	854,999
Staff Labor Cost	$	54,219

ITEM (Continued)	ESTIMATED AMOUNT

Construction Management Services	**$**	44,800
Contractual Services	**$**	945
Contingency	**$**	30,000
Total Project Cost	**$**	1,223,638

PROJECT FUNDING		**AMOUNT**
Utility Users Tax (UUT) Capital Improvement Fund	**$**	400,000
Redevelopment Bond Fund	**$**	2,000,000
Total Project Funding	**$**	2,400,000

BACKGROUND

On January 21, 2025, the City Council awarded the contract for the subject project to Yunex, LLC. in the amount of $114,945 for the installation of the city-supplied light fixtures. The scope of work for the approved contract consists of removing the remaining high-pressure sodium-vapor (HPSV) street light luminaires and installing new LED fixtures. All of the HPSV luminaires have been replaced. During the course of completing the luminaire replacements, it was discovered that copper wiring for the street lighting system was stolen in 2 areas of the city, rendering the streetlights in those areas inoperable. Street segments with missing wires are as follows: Firestone Bl between Bloomfield Av and 840’ east of Bloomfield Av, Gannet St between Valley View Av and Radburn Av, Anson Av between Radburn Av and Borate St, Radburn Av between Gannet St and Borate St, and Bonavista Av between Gannet St and dead end south of Gannet St.

ANALYSIS

Contract Change Order No. 1 in the amount of $44,000 is proposed to install approximately 11,000 LF of missing copper wires in the affected areas. In addition, new tamper-proof pull box covers, along with theft-resistant handhole covers, will be installed to deter future thefts.

Change Order No. 2 for $79,730 proposes installing concrete aprons around 34 pull boxes, further deterring wire theft by preventing access.

The project has sufficient funds for Change Order Nos. 1 and 2.

ENVIRONMENTAL

N/A

DISCUSSION

The completion of the work proposed in the change orders will provide necessary lighting in the affected areas.

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will coordinate with the Contractor to complete the contract and change order work by mid-October 2025.

ATTACHMENTS:

None.

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

ITEM # 22

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **INTRODUCTION OF ORDINANCE NO. 1161 - DISSOLVING THE TRAFFIC COMMISSION AND REPEALING SECTIONS 70.40 THROUGH 70.44 OF CHAPTER 70 (GENERAL PROVISIONS) OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Introduce by title only and waive further reading of Ordinance No. 1161:

   AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS DISSOLVING THE TRAFFIC COMMISSION AND REPEALING SECTIONS 70.40 THROUGH 70.44 OF CHAPTER 70 (GENERAL PROVISIONS) OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE; and

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

FISCAL IMPACT

Dissolving the Traffic Commission is anticipated to save the City a minimum of $60,000 annually. The savings are attributed to the elimination of commissioner stipends and the elimination of the staff and resources required to support and conduct the Traffic Commission meetings.

BACKGROUND

On June 9, 1960, the City Council of Santa Fe Springs adopted Ordinance No. 148 which amended Ordinance No. 17 and established the Traffic Commission (“Commission”) as an advisory commission to the City Council. The Commission is authorized to make

decisions and recommendations to the City Council on traffic-related matters and requests from the public for the installation and modification of traffic control devices and parking restrictions. Ultimately, staff must seek City Council approval for final implementation of any parking installations or modifications approved by the Commission.

ANALYSIS

From January 2024 to present, a period of nineteen months, nine Traffic Commission meetings were canceled due to lack of business. Of the remaining ten meetings, seven of the meetings had agendas consisting only of the approval of minutes for prior meetings and a receive-and-file report from the Whittier Police Department's Traffic Bureau. Only three items within the nineteen-month period were requests for parking restrictions, which the City Council must approve before implementation

The City's Traffic Engineer, whose duties are listed in Santa Fe Springs Municipal Code section 70.31 in Title VII (Traffic Code), is responsible for reviewing parking and traffic installation and modification requests along with other matters. The Whittier Police Department's Traffic Bureau will continue to provide a regular traffic report to the Traffic Engineer, and the Traffic Engineer will present any traffic or parking matters directly to City Council for approval. This makes the Commission redundant and unnecessary.

Therefore, it is recommended that the City Council consider the dissolution of the Traffic Commission because the amount of city resources required to prepare for and conduct Commission meetings is not justified given the lack of official business that is available for the Commission to consider. Additionally, the municipal code and state law assign sufficient authority to the Traffic Engineer to fulfill the same function, with the City Council retaining the ultimate authority to approve the majority of significant traffic control and parking restrictions.

ENVIRONMENTAL

Dissolving the Traffic Commission will not result in any potential indirect physical change in the environment, and any such potential is speculative and not reasonably foreseeable. Therefore, this item falls under the commonsense exemption and no further action is required pursuant to CEQA.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, staff will coordinate the second reading of Ordinance No. 1161 required prior to final adoption.

ATTACHMENTS:

A. Ordinance No. 1161

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

ATTACHMENT A

ORDINANCE NO. 1161

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DISSOLVING THE TRAFFIC COMMISSION AND REPEALING SECTIONS 70.40 THROUGH 70.44 OF CHAPTER 70 (GENERAL PROVISIONS) OF TITLE VII (TRAFFIC CODE) OF THE SANTA FE SPRINGS MUNICIPAL CODE

WHEREAS, on June 9, 1960, the City Council of Santa Fe Springs adopted Ordinance No. 148 which amended Ordinance No. 17 and established the Traffic Commission ("Commission") as an advisory commission to the City Council; and

WHEREAS, the City Council established the Commission to make decisions and recommendations to the City Council on traffic control and public safety; and

WHEREAS, the Commission occasionally reviews parking restriction and other traffic related requests that require City Council approval, but more often has little to no business to conduct during meetings; and

WHEREAS, the City Council finds it is no longer necessary to have a Traffic Commission and that the resources expended to support it can no longer be justified; and

WHEREAS, the City Council believes the office of City Traffic Engineer can sufficiently advise the City Council on traffic safety matters, such that the Commission is no longer needed and can be dissolved; and

WHEREAS, the City Council desires to dissolve the Commission and to repeal Sections 70.40 through 70.44 of Chapter 70 (General Provisions) of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. The Traffic Commission is hereby dissolved.

Section 3. Sections 70.40 through 70.44 of Chapter 70 (General Provisions) of Title VII (Traffic Code) of the Santa Fe Springs Municipal Code are hereby repealed.

Section 4. The City Council hereby determines that this action is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) Section 15061(b)(3) (Common Sense Exemption) because the dissolution of the Traffic Commission will not result in any potential indirect physical change in the environment, any such potential is speculative and not reasonably foreseeable. Therefore, no further action is required pursuant to CEQA.

Section 5. This Ordinance shall take effect thirty (30) days after its adoption by City Council, after which the City Clerk of the City of Santa Fe Springs shall certify the same be published in the manner required by law.

PASSED and ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ASTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____
Fernando N. Muñoz, City Clerk

ITEM # 23

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **FLEET MAINTENANCE SERVICES - AWARD OF CONTRACT TO PCAM LLC**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Award a piggyback contract to PCAM LLC of Commerce, CA in an annual not-to-exceed amount of $450,000 for fleet maintenance services in accordance with Santa Fe Springs Municipal Code §34.18; and

2) Authorize the City Manager to execute the agreement with PCAM LLC; and

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

FISCAL IMPACT

The recommended contracted service will result in a net annual savings of $52,000 the first year compared to the current in-house service. Two vacant full-time positions and one part-time position in Fleet would be eliminated.

The recommended annual contract fee of $450,000 includes 3 full-time mechanics at the hourly rate of $63.20 and includes a contingency amount of $55,000 annually to cover overtime costs when approved by the city for urgent repairs after regular work hours. The annual contract fee of $450,000 will be covered by the anticipated savings in labor and a significant reduction in outsourced repair costs. These funds were included in the Adopted Fiscal Year 2025-26 Budget and no additional appropriations are recommended at this time. In fact, a total net annual savings of $52,000 is projected with the recommended actions.

BACKGROUND

In February 2025, a service audit of the Fleet Maintenance Division of Public Works was performed following multiple incidents in which vehicles were not delivered in a timely manner. Several of the vehicles were critical to the operation of police services. The audit resulted in various findings that prompted the consideration of modifications to fleet maintenance services and/or alternative providers. The findings are as follows:

- Three full-time mechanics worked a total of 6,252 hours in a 12-month period. Only 1,058 service hours were logged in the maintenance work order system indicating a significant underutilization and/or under-reporting of in-house resources. This does not include the hours that would have been worked by the two vacant mechanic positions.
- Excessive Cost for Outsourced Repairs: 299 vehicles were repaired at a cost of $89,738, while 201 vehicle repairs were outsourced at a cost of $179,330.

ANALYSIS

Approval of the recommended contract will allow the City to utilize the competitive pricing available through an existing agreement PCAM LLC has with the City of Covina at the same hourly rate of $63.20 per mechanic ($94.80 per hour for overtime). PCAM LLC has been providing fleet maintenance services to the City of Covina since September 2016. They have also successfully provided similar services to various cities in the region since 2009, including the cities of San Fernando, Cudahy, and Bell Gardens. Cooperative purchasing is authorized by Santa Fe Springs Municipal Code §34.18.

The Contractor provided the city a proposal for staff review (Exhibit A of Attachment A). The proposed scope of work consists of general mechanic services for the city's fleet, not including Fire vehicles. The proposal is to provide 3 full-time mechanics, and billing will be based on actual hours worked. The mechanics will utilize the city's fleet garage and equipment and the city will continue to purchase parts and supplies.

The recommended contract is for a term of 5 years and the city may terminate the contract without cause at any time with 15-day written notice.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, staff will execute the agreement and coordinate the transition of fleet maintenance services to PCAM LLC.

ATTACHMENTS:

A. Contract Agreement

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

2025
COOPERATIVE CONTRACT SERVICES AGREEMENT
(Contractor: PCAM, LLC)
(On-Call Fleet Maintenance & Repair Services)

THIS COOPERATIVE CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 19th day of August 2025 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and PCAM, LLC dba Parking Company of America (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the services of an independent contractor to provide on-call fleet maintenance and repair services for vehicles used as part of the CITY's Dial-A-Ride Program and other general fleet usage; and

WHEREAS, Section 34.18(B)(1)-(3) of the Santa Fe Springs Municipal Code exempts certain purchases from the CITY's regular purchasing procedures where such purchases qualify as cooperative or piggyback purchase wherein the CITY may procure supplies, equipment and services on unit pricing terms that are equal to or better than pricing obtained by another public agency or non-profit using their own competitive contract awarding procedures; and

WHEREAS, CONTRACTOR entered into a "piggyback" contract for public transit operation services with the City of Covina ("Covina"), Department of Public Works; and

WHEREAS, on June 21, 2022, CONTRACTOR and Covina entered into a Professional Services Agreement to perform transit services for Covina's Dial-A-Ride Program; and

WHEREAS, on September 19, 2023, a First Amendment to the Professional Services Agreement, dated June 21, 2022, between CONTRACTOR and Covina, was executed to include on-call fleet maintenance and repair services for an amount not-to-exceed $230,000 annually for Fiscal Years 2023 through 2024, with an option for two additional one-year terms upon the agreement of both parties; and

WHEREAS, CONTRACTOR warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the services required by CITY and to ensure that all work is performed in a professional manner; and

WHEREAS, CONTRACTOR warrants and represents that it has the necessary staff to

deliver the services within the time frame herein specified and is fully qualified to perform those services within the specified time frame in accordance with the highest standards of CONTRACTOR'S profession; and

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council in accordance at its Regular Meeting of August 19, 2025, under Agenda Item No. _____.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1.0 TERMS OF AGREEMENT

1.1 This AGREEMENT shall have a term commencing as of the Effective Date and shall expire automatically upon the 5th anniversary of the Effective Date (hereinafter, the "Term"). 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 herein.

1.2 Time is of the essence in the performance of all obligations under this AGREEMENT. The work shall commence upon mutual consent of the Parties subsequent the CITY'S issuance of a written Notice to Proceed. CONSULTANT shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Services, and shall complete all of the work in accordance with the schedule and timeline established by the Parties. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.3 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

2.0 SCOPE OF SERVICES (EXHIBIT A)

2.1 CONTRACTOR shall provide CITY with the services and documents described in EXHIBIT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the "SERVICES."

2.2 The general manner in which the CONTRACTOR shall render the SERVICES is set forth in EXHIBIT A. While CITY is, in general, concerned with the manner in which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT.

3.0 COMPENSATION AND PAYMENT PROCEDURES.

3.1 CONTRACTOR shall perform all the SERVICES in accordance with the schedule of rates and charges established under EXHIBIT A.

3.2 Section 3.1, above notwithstanding, in no event may CONTRACTOR's total compensation exceed the aggregate annual sum of of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS ($450,000.00)**, unless approved by the City Council of the City of Santa Fe Springs and memorialized in the form of a written amendment to this AGREEMENT.

3.3 Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the SERVICE performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the SERVICES, the rate of compensation at which such SERVICES 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

3.4 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

4.0 CHANGES TO SCOPE OF WORK

CONTRACTOR shall not perform work in excess of the SERVICES without the prior written approval of the Contract Officer. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

5.0 SUBCONTRACTING

5.1 Subcontracting is prohibited under this Agreement.

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT, the incorporated attachments and all Applicable Terms & Conditions of Covina's Professional Services Agreement with CONTRACTOR, including all executed amendments thereto, dated as of June 17, 2025, set forth the entire understanding of the Parties with respect to the subject matters herein. If there are any conflicts or inconsistencies as between the provisions of the incorporated attachments and the provisions of this AGREEMENT, the provisions of this AGREEMENT shall govern and control. If there are any conflicts or inconsistencies as between the provisions of this AGREEMENT and its attachments and the provisions of the applicable Terms & Conditions for the City of Covina, dated as of June 17, 2025 (the "Master Agreement Terms"), the provisions of the Master Agreement Terms shall govern and control. There are no other understandings, terms or other agreements expressed or

implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

7.0 TERMINATION OF AGREEMENT

7.1 In the event of CONTRACTOR'S failure to prosecute, deliver, or perform the SERVICES, CITY may terminate this AGREEMENT immediately by notifying CONTRACTOR by certified mail of said termination. Thereupon, CONTRACTOR shall cease work and, within two (2) working days, place all work in progress in a safe and protected condition. The City Manager of CITY shall make a determination of the percentage of work that CONTRACTOR performed that is usable and of worth to CITY. Based upon that finding, CITY shall determine any final payment due to CONTRACTOR. For purposes of this Agreement, the term "working day" means those days of each week, excluding Saturday and Sunday or any national holiday.

7.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice to the CONTRACTOR. Prior to the fifteenth (15th) day following the giving of the notice, the CONTRACTOR shall assemble the completed work product to date, and put the same in order for proper filing and closing, and deliver said product to the CITY. The CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

8.0 [RESERVED – NO TEXT]

9.0 COVENANT AGAINST CONTINGENT FEES

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY'S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR'S own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR'S independent

calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 INDEMNITY – HOLD HARMLESS

12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of, pertain to, or relate to this AGREEMENT or any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors (collectively "CONTRACTOR'S PERSONNEL") in connection with this AGREEMENT, including, but not limited to, performance of or failure to perform the SERVICES.

12.2 CONTRACTOR's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or at the CITY's sole option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 **PERS Eligibility Indemnification**. In the event that any of CONTRACTOR's PERSONNEL is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend (with counsel acceptable to CITY), and hold harmless

CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONTRACTOR's PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's PERSONNEL providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

12.5 **Limitation of CITY Liability.** The payment made to CONTRACTOR pursuant to this contract shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's PERSONNEL are entitled for performance of any work under this contract. Neither CONTRACTOR nor CONTRACTOR's PERSONNEL are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

12.6 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend (with counsel acceptable to CITY), and indemnify and hold harmless the CITY for and against any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of CONTRACTOR or CONTRACTOR's PERSONNEL for work done under this AGREEMENT.

12.7 The provisions of this Section 12 shall not be limited by any provision of insurance coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this Section 12 shall survive expiration or termination of this AGREEMENT.

12.8 CITY shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the CITY shall be entitled to recover its reasonable costs incurred in providing the notification.

12.6 **Responsibility For Equipment**. Notwithstanding anything in this AGREEMENT to the contrary, CITY shall not be responsible nor held liable for any damage whatsoever, including, but not limited to persons or property, resulting from or arising out of the use, misuse or failure of any equipment used by CONTRACTOR or any of its agents, employees or subcontractors, even if such equipment has been furnished, rented or loaned to CONTRACTOR by CITY. Any and all equipment furnished, rented or loaned to CONTRACTOR by CITY is provided on an "as is" basis. CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS EQUIPMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The acceptance or use of any CITY equipment by CONTRACTOR or its agents, employees, or subcontractors shall be with all faults and shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment. CONTRACTOR HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE CITY FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS RELATING TO ANY CITY EQUIPMENT.

13.0 INSURANCE

13.1 CONTRACTOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the SERVICES and the results of that work by CONTRACTOR'S PERSONNEL. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation. Statements that the carrier "will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives," will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

13.3 **Types and Amounts Required**. CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

13.3.1 **Commercial General Liability (CGL)**. CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than $2,000,000.00 per occurrence and subject to an annual aggregate of $4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance

will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.

13.3.2 **Commercial Automobile Liability**. CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3 **Workers' Compensation**. CONTRACTOR shall maintain Worker's Compensation insurance for all of CONTRACTOR's PERSONNEL who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.4 The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001), which shall be submitted to the CITY.

13.5 All policies shall contain a provision stating that the CONTRACTOR'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the CITY. This provision shall apply regardless of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

13.6 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

13.7 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the CONTRACT OFFICER proof of the insurance required in this section. Failure by the CONTRACT OFFICER to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

13.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

13.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR and must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.10 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

14.0 DISPUTES

14.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONTRACTOR shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.

b. Within ten working (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONTRACTOR.

c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONTRACTOR and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

14.2 If the dispute remains unresolved for ten working (10) days following the City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

15.0 NOTICES

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party's behalf is:

For CITY:

City of Santa Fe Springs
Department of Public Works
ATTN: James Enriques, P.E.
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

For CONTRACTOR:

PCAM, LLC dba Parking Company of America
Mario Cadenas, Vice President of Transportation
3165 Garfield Avenue
Los Anglees, CA 90040

15.4 CONTRACTOR represents and warrants that its employer's identification number ("EIN") is _____.

16.0 CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

16.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

17.0 GENERAL PROVISIONS

17.1 **Accounting Records.** CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES.

17.2 **Contract Officer.** The Director of Public Works shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve

actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of Los Angeles. CONTRACTOR hereby irrevocably consents to service outside the State of California and to the personal jurisdiction of and exclusive venue in the state and federal courts in the County of Los Angeles, California and waives any objection to such jurisdiction or venue. CONTRACTOR hereby waives the right to remove any action from Los Angeles County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 **Business Certificate.** CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

17.5 **Compliance with Law.** The CONTRACTOR shall be responsible for complying and ensuring its subcontractors comply with all local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, whether or not said laws are expressly stated or referred to herein, including, but not limited to complying with COVID-19 sanitation protocols, health orders and guidance.

17.6 **[RESERVED – NO TEXT]**

17.7 **Responsibility for Others.** CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17.8. **Drafting Ambiguities**. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

17.9. **Conflicts between Terms**. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

17.10 **Non-Discrimination**. CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.7 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

17.8 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

17.9 **Third Parties.** No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

17.10 **Survival.** The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY's right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

17.11 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

17.12 **Exhibits Incorporated.** All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

[SIGNATURES CONTINUED ON NEXT PAGE]

18. SIGNATURES

18.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

By: _____
René Bobadilla, P.E.
City Manager

Date: _____

CONTRACTOR:

By: _____
Mario Cadenas
Vice President

Date: _____

APPROVAL AS TO CONTENT:

_____ _____
James Enriquez, P.E. Date
Director of Public Works

APPROVAL AS TO FORM:

_____ _____
Rick Olivarez, City Attorney Date

EXHIBIT A

From: PCAM LLC
3165 Garfield Ave.
Commerce CA 90040
(562) 862-2118

To: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Subject: Proposal for Provision of Fleet Services to the City of Santa Fe Springs

Dear Mr, Bobadilla.

PCAM LLC is pleased to submit this proposal for providing comprehensive mechanical services for the City of Santa Fe Springs. Our proposal outlines our approach to delivering a full range of maintenance activities, from routine inspections to repair and service ensuring your fleet remains safe, reliable, and cost-effective. This proposal is made between PCAM LLC, located in City of Commerce, CA, and the City of Santa Fe Springs.

Scope of Services

PCAM LLC will provide the following services for your transportation operations:

1. **Inspections:**
   - Routine pre-trip and post-trip inspections
   - Preventive maintenance checks
   - Detailed diagnostic inspections to identify potential issues before they escalate
2. **Repairs and Service:**
   - General repairs (mechanical, electrical, brake, engine, etc.)
   - Corrective maintenance to address identified issues
   - Ongoing service to ensure optimal performance of the fleet
3. **Operational Support:**
   - Three (3) full-time mechanics will be deployed each day
   - Mechanics will work on-site and utilize equipment supplied by the City
   - A comprehensive maintenance log will be maintained, ensuring full traceability of work performed
4. **Quality and Compliance:**
   - All services will be performed in compliance with applicable local, state, and federal regulations
   - We will adhere to a scheduled maintenance plan to minimize downtime

- Regular reporting and performance reviews will be provided

Equipment and Resources

- The City of Santa Fe Springs will supply all necessary equipment for maintenance and repair operations.
- PCAM LLC will provide the skilled labor and technical expertise needed to execute the maintenance plan effectively.

Billing and Pricing

- **Regular Hourly Rate:** Our service is billed at **$63.20 per mechanic per hour**
- **Over Time Rate: $ 94.80**
- **Daily Staffing:** The contract is based on the deployment of three (3) mechanics per day.
- **Billing Basis:** Hours worked will be tracked and invoiced on a monthly basis, ensuring transparency and accuracy.

Roles and Responsibilities

PCAM LLC Responsibilities:

- Provide skilled mechanics to perform all required inspections, repairs, and maintenance.
- Maintain accurate records of maintenance activities, including hours worked and services rendered.
- Ensure all work is performed to the highest safety and quality standards.
- Provide regular performance and compliance reports to the City.

City of Santa Fe Springs Responsibilities:

- Supply all necessary equipment and access to the fleet for maintenance purposes.
- Provide timely feedback and access to relevant fleet information.
- Process payment based on the agreed hourly rate.

Agreement Details

This proposal outlines our commitment to delivering efficient, high-quality mechanical services to support the City's transportation operations. We believe that by leveraging our expertise and

streamlining maintenance processes, we can help minimize vehicle downtime and reduce overall operational costs.

This proposal remains valid for 90 days from the date of issuance and is subject to further negotiation and final agreement terms. Upon acceptance, a formal contract will be drafted reflecting all the terms, responsibilities, and service level agreements outlined above.

We appreciate the opportunity to work with the City of Santa Fe Springs and are confident that our services will meet and exceed your expectations. Should you have any questions or require further discussion, please do not hesitate to contact me at (562) 547-8468 or pvaldes@parkpca.com

Thank you for considering our proposal.

Sincerely,

Joseph "Pep" Valdes
Executive Vice President
Parking Company of America
Los Angeles, California
Office (888) 220-1282 ext.210
cell (562) 547-8468
www.parkpca.com

ITEM # 24

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **PROFESSIONAL SERVICES AGEEMENT WITH THE ARROYO GROUP FOR PREPARATION OF THE DOWNTOWN SPECIFIC PLAN**

DATE: August 19, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the award of RFP 25-13 to The Arroyo Group for the Downtown Specific Plan; and

2) Approve a Professional Services Agreement between the City of Santa Fe Springs and The Arroyo Group; and

3) Authorize the City Manager to finalize, execute and act as the City Representative for the Professional Services Agreement with The Arroyo Group; and

4) Determine that the action is categorically exempt pursuant to the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.); and

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

FISCAL IMPACT

The total cost for The Arroyo Group to prepare the Downtown Specific Plan is $713,340. The City secured a $673,000 Sustainable Transportation Planning Grant from the California Department of Transportation (Caltrans) to fund the majority of the Specific Plan. The City will be responsible for paying $40,340 of the total cost, which will be paid over fiscal years 2025-2026 and 2026-2027. Per the grant requirements, unless an extension is provided by Caltrans, the Specific Plan must be adopted by June 30, 2027.

BACKGROUND

The 2040 General Plan, adopted February 8, 2022, includes a vision for establishing a downtown that will create community gathering spaces, restaurants, entertainment venues, hospitality uses, offices, and housing opportunities, all within a mixed-use, pedestrian-friendly environment.

In January 2024, the City applied for a Caltrans Sustainable Communities Competitive Grant for the development of the Town Center Telegraph Corridor Specific Plan (aka Downtown Specific Plan). The Project would create a Specific Plan along Telegraph Road to establish a downtown as the geographic heart of the community by facilitating higher-density residential projects within mixed-use zones. The Project would fulfill and implement the policies, goals, and objectives of the 2040 General Plan.

In July 2024, the Community Development Department was notified of a conditional award of $673,000 by Caltrans.

On September 3, 2024, the City Council adopted Resolution No. 9927 to execute agreements with Caltrans for funding of the Downtown Specific Plan.

On April 1, 2025, the City Council authorized staff to advertise a Request for Proposals (RFP) to secure a qualified firm to prepare the Downtown Specific Plan.

On April 14, 2025, the Downtown Specific Plan RFP was released, and proposals were due by May 22, 2025.

The City received nine proposals from qualified firms, with costs ranging from $713,340 to $1,043,795. A selection panel comprised of staff from Community Development and Public Works reviewed the proposals and scored them based on the following criteria:

1. Experience of proposer & project personnel (40 points)
2. Proposed approach & work plan (30 points)
3. Proposed fees for items/services (20 points)
4. Responsiveness to RFP (10 points)

Three firms were selected for interviews, which were conducted on July 23rd and 24th.

ANALYSIS

Following the scoring and interview process, The Arroyo Group ranked highest among the interviewed firms based on the established evaluation criteria. Their proposal demonstrated a clear understanding of the project's objectives, a structured approach to community engagement, and a cost proposal consistent with the City's available funding.

The three shortlisted firms all presented well-developed proposals and demonstrated relevant qualifications. The Arroyo Group's prior work on multiple Specific Plans for cities within the Gateway COG region over the past decade provides additional familiarity with the area's planning context, which contributed to their overall evaluation score.

If selected, The Arroyo Group's responsibilities will include:

- A detailed assessment of the current conditions within the plan area;
- A robust community engagement program;
- Land use alternatives analysis;
- Market demand analysis;
- An infrastructure and services plan;
- California Environmental Quality Act (CEQA) compliance; and
- Zoning Code updates to ensure consistency with the comprehensive Zoning Code Update process.

Final deliverables will include draft and final versions of the Downtown Specific Plan, to be completed no later than June 30, 2027.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.), the action is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it is reasonably foreseeable that the execution of a professional services agreement would not have a direct or indirect impact on the environment. The action does not constitute approval of any specific project, entitlement or property development.

DISCUSSION

The Specific Plan will guide future development process by:

- Establishing the community's vision for the plan area;
- Reducing developer risk and permitting time;
- Lowering construction costs through pre-planned public infrastructure; and
- Streamlining the permitting process.

Ultimately, the Downtown Specific Plan will support efficient land use, promote economic development, and enhance the quality of life for Santa Fe Springs residents and visitors.

SUMMARY/NEXT STEPS

If approved, City staff will finalize the Professional Services Agreement with The Arroyo Group. The attached PSA is a working draft using the City's standard agreement and requires review and approval by The Arroyo Group's attorney and OMLO before being finalized. No substantive changes to the PSA will occur. Once both parties sign the PSA,

staff will schedule a project kick-off meeting with The Arroyo Group to outline the scope of services, project timelines, and key deliverables. Regular progress updates will be provided to the City Manager's Office to ensure the Downtown Specific Plan project remains on schedule and completed within budget.

ATTACHMENT(S):

A. RFP 25-13 Downtown Specific Plan
B. Specific Plan Area Map
C. Proposal from Arroyo Group
D. Draft Professional Services Agreement with The Arroyo Group

REQUEST FOR PROPOSALS
No. 25 - 13

Downtown Specific Plan

Issue Date: **Monday, April 14, 2025**
Questions Due Date: **Tuesday, April 29, 2025, at 2 PM Pacific**
Proposal Due Date: **Thursday, May 22, 2025, at 2 PM Pacific**

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TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites qualified firms to submit proposals in response to this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be considered. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

April 14, 2025

PROJECT

Downtown Specific Plan

PROPOSAL OWNER

City of Santa Fe Springs – Community Development Department
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Cuong Nguyen, Director of Community Development
Contact Phone: (562) 868 - 0511
Contact E-Mail: cuongnguyen@santafesprings.gov

PROPOSAL CONTACT

City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, April 29, 2025, at 2 PM Pacific**.

Proposals must be submitted by **Thursday, May 22, 2025, at 2 PM Pacific**.

Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/128728

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I. Notice Inviting Proposals

The City of Santa Fe Springs (hereinafter referred to as “City”) invites Proposals from qualified consultant teams that specialize in public outreach, preparation of specific plans and/or corridor plans, and preparation of environmental documents (hereinafter referred to as “Proposers”) interested in providing consultant services for the Downtown Specific Plan (hereinafter referred to as “the Project”) following the specifications, terms, and conditions identified in this RFP. Prospective respondents should carefully read information related to this opportunity before submitting a proposal.

The Selected firms or individuals must be familiar with grant-funded projects and demonstrate recent, relevant experience in projects similar in scope to this one. The project will require the expertise of a team of diverse disciplines to successfully deliver the required services.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/128728

Prospective Proposers must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, April 29, 2025, at 2 PM Pacific.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, May 22, 2025, at 2 PM Pacific. Responses to this RFP will be evaluated to determine the most qualified Proposer. Responses must adhere to the format and content described in the RFP.

The successful Proposer will be required to enter into a Professional Services Agreement with the City for the project's duration. Final terms, including compensation and length of the agreement, are subject to City Council approval.

II. Background

Santa Fe Springs is a predominantly industrial city in southeast Los Angeles County. It provides a full range of municipal services, including police and fire protection, street maintenance, water utilities, recreational services, a public library, and cultural events. The City also oversees two (2) legally separate entities: the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. Santa Fe Springs has approximately 18,800 residents and over 3,000 businesses.

Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton discovered a sulfur spring that was later developed into a health spa. Santa Fe Springs is a built-out city with few to no vacant properties remaining. Much of its land was historically used for oil extraction and refining until the 1970s, when the oil industry waned

and consolidated operations. The boom period of the 1980s and 1990s— when the City actively led redevelopment of former oil field sites and aging industrial properties—vanished almost entirely with Governor Jerry Brown's dissolution of the City's Redevelopment Agency in 2012. In the post-redevelopment era, private redevelopment activity has been driven largely by well-funded logistics industries looking to meet increasing consumer demands related to online shopping and rapid goods delivery. Interest by other industry clusters remains more moderate but steady, reflecting the City's business-friendly environment and strategic location along Interstates 5 and 605.

The City's population increased modestly during the first two decades of the 2000s—from 16,413 in 2000 to 18,295 in 2020, with the increase primarily associated with the development of the Villages at Heritage Springs, a residential neighborhood built on a former oil field. Other housing development has been on sites formerly occupied by schools, open spaces, and industrial uses. For the State's housing planning period extending from 2021-2029, Santa Fe Springs was assigned a housing production goal of 952 units.

The City adopted its 2040 General Plan in 2022, which included a vision for creating a downtown. Santa Fe Springs has never had a traditional or historic downtown. While the Civic Center complex serves as a de facto center for community events, residents have long expressed a desire for a vibrant downtown with shopping, dining, and social gathering spaces. The City envisions a new downtown at the center of the City that will create community gathering spaces, restaurants and entertainment venues, hospitality uses, offices, and housing opportunities all within a mixed-use, pedestrian-friendly environment. Telegraph Road will serve as the primary arterial with direct connectivity to other major arterials and the I-605 freeway. The Civic Center’s library, aquatics center, Clarke Estate, and community garden will complement this new urban environment, where industrial and business park sites will gradually transition into three- to five-story mixed-use buildings and public plazas that foster pedestrian activity and connectivity between the Civic Complex and Heritage Park.

To support this vision, the City added mixed-use designations in the general plan and re-zoned industrial properties along Telegraph Road to mixed-use. Properties north of the Civic Center complex and vacant land at the southeast corner of Telegraph Road and Bloomfield Avenue were rezoned MU: Mixed-Use, and the Heritage Corporate Center was rezoned MU-DT: Mixed-Use – Downtown. In total, the Plan Area is comprised of 98.7 acres, with the City owning approximately 65 percent of the land area. A map of the Plan Area is provided as Attachment C.

To advance this downtown initiative, the City secured a $673,000 Sustainable Transportation Planning Grant from Caltrans (Agreement No. 74A1658) to develop a Downtown Specific Plan for the newly designated mixed-use areas along Telegraph Road. A copy of the City’s Scope of Work approved by Caltrans is provided as Attachment D (this provides further background on the City’s goals and objectives in preparing the Plan). Per the City’s agreement with Caltrans, all work on the specific plan, including the adoption of the final Downtown Specific Plan, must be completed by June 2027.

III. Timeline

- Release RFP **Monday, April 14, 2025**
- Online Q&A Deadline **Tuesday, April 29, 2025, at 2 PM Pacific**
- Deadline to Submit Proposals **Thursday, May 22, 2025, at 2 PM Pacific**
- City Review of Submissions **Late May 2025**
- Interviews **TBD (If Necessary)**
- Notifications Sent to Proposers **Early June 2025**
- Award of Contract **June/July 2025**

IV. Scope of Work/Services

The City seeks proposals from qualified consultants to prepare a Specific Plan to create a new downtown. The Specific Plan will implement the 2040 General Plan goals and facilitate the conversion of industrial and business park land into a vibrant, mixed-use downtown along Telegraph Road. Tentatively titled the Downtown Specific Plan, this bold vision will transform the City center.

The specific plan should embody pragmatic design and development standards that are objective in nature. The type and intensity of commercial and residential development proposed shall mesh with and enhance accessibility to public transportation and other forms of active transportation. The nexus between land use and transportation mobility is paramount. The project will recommend prospective development scenarios of key parcels or catalytic projects that can be analyzed in greater detail in terms of the physical form and project economics. In terms of financial feasibility and marketability, the project shall also include:

- A comprehensive financial feasibility analysis;
- A prototypical proforma analysis of no fewer than five distinct projects; and
- A phased implementation strategy, if necessary, to enhance the marketability and maximize community benefits.

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

The City will manage and administer the project according to the Caltrans Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the City. Many of the tasks below are included in the City’s Scope of Work approved by Caltrans, a copy of which is included as Attachment D.

The City encourages Proposers to recommend refinements or innovative approaches to how this scope of services can be better fulfilled to increase efficiency and effectiveness. The City and stakeholders alike have high ambitions for this pivotal project and welcome creative, visionary proposals to help maximize its success.

Task 1: Project Administration

The Consultant shall develop a timeline and milestones for the project that align with the City's budget. Each phase of the project must be planned with an awareness of the financial limitations, ensuring that all deliverables, public outreach efforts, and meetings are completed within the allocated funds.

The Consultant shall conduct a kick-off meeting with City staff to refine the project scope, timeline, and deliverables. The Consultant shall prepare an action plan with phases of work and a schedule to accomplish the action plan that identifies minor milestones, including regular meeting dates with staff and work product review deadlines, and major milestones, including a public outreach program. The action plan will outline regular progress check-ins with City staff and involve input from various departments, as needed, to ensure all relevant stakeholders are aligned throughout the process.

The Consultant and City staff shall participate in reoccurring meetings, as needed, for up to one hour each to review and discuss deliverables, provide status updates on the study area, and refine specialized aspects of the Specific Plan. Meetings may be in person or via conference call, as appropriate.

The Consultant shall submit monthly invoicing in a timely manner.

During the course of the project, the City will conduct quarterly meetings, as needed, with the Consultant and Caltrans to monitor the project's progress, review completed and upcoming tasks, and address any challenges. These meetings will provide the opportunity for staff to discuss obstacles and conduct problem-solving to ensure that the project stays on schedule and within the framework of the grant budget.

Minimum Required Deliverables:

- Kick-off meeting
- Action plan
- Project schedule
- Meeting agendas and action minutes
- Monthly invoices

Task 2: Existing Conditions Analysis

The Consultant shall conduct a survey of existing conditions and present findings in an Existing Conditions Report. The Consultant shall review existing City documents that may inform the preparation of the report (Active Transportation Plan, 2040 General Plan- in

particular, Housing, Circulation, Land Use, Economic Development, and Environmental Justice Elements, Annual Housing Progress Reports, Public Infrastructure plans, etc.). The Consultant shall also meet with City staff and local agencies familiar with socioeconomic conditions within the community; review staff reports of projects and programs affecting properties within the Plan Area; review public infrastructure plans and reports concerning service delivery problems; public safety records (vehicular accidents and crime statistics), traffic studies, and special studies and reports (engineering, market demand, traffic, Phase I and II ESAs, etc.) related to past and current development projects.

Minimum Required Deliverables:

- Existing Conditions Report

Task 3: Community Engagement

Developing an effective Community Engagement Strategy or Plan is the first step that the Consultant will complete with City staff input. The Consultant shall adhere to the following three key elements: i) To inform the community with objective information so they can learn and stay informed about the project; ii) To consult the community to obtain valuable feedback on specific project decisions and analysis; and iii) To involve and work directly with the community to ensure that their concerns and feedback are understood and considered throughout the project. The Community Engagement Strategy shall identify the “who, what, where, when, and how.”

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

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

For this project, the City anticipates conducting approximately two community-wide workshops, five focus group meetings, ten private stakeholder meetings, and numerous meetings with city staff. Meetings should not be held at City Hall but rather in locations that community stakeholders are comfortable and familiar with. An Advisory Committee will also be established to facilitate project review and implementation. The Advisory Committee may be comprised of eleven individuals representing a cross section of the community and may meet up to seven times during the course of the project. Both print and digital mediums will be used for social media, the City's website, emails, and community newsletters. Online surveys, printed questionnaires, and informational FAQ sheets will be distributed at senior housing sites, and public counters to maintain effective and continuous communication.

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

Minimum Required Deliverables:

- Community Engagement Strategy (Report)
- Community engagement materials (e.g., PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings)
- Facilitation of two (2) community-wide workshops (with translated materials and interpretation services in Spanish)
- Advisory Committee Meeting facilitation and materials for up to seven (7) meetings (agendas, presentations, meeting notes, list of attendees, list of action items)
- Up to five (5) focus group meetings
- Up to ten (10) private stakeholder meetings
- Community Meeting Summary Memoranda
- Supplemental meetings with City staff

Task 4: Development of Land Use Alternatives

Following initial meetings and outreach, the Consultant will develop an opportunity sites analysis and land use alternatives to accommodate potential residential, commercial, and office development in the TCTCSP area. The opportunity sites analysis will highlight larger-scale development opportunities within the TCTCSP area while the alternative scenario analysis will complement the opportunity site analysis to support enhanced vibrancy, housing density, and economic activity in the TCTCSP area.

Land uses should be thoughtfully and strategically placed to maximize community connectivity and create synergy between residents and businesses. The alternatives

should consider findings from previous analyses, community outreach, and Staff feedback.

Each alternative must address:

1. Alternatives to support the character of a new, vibrant downtown area with variety of retail and commercial uses, including considerations for sidewalk width, public amenities/furniture and street parking.
2. A mix of housing units that aligns with the City's Housing Element, analyzing the effects of increased building height, density, and parking demand within the TCTCSP.
3. Distribution and evaluation of proposed new uses, including residential units by type, non-residential square footage by type, and projected jobs generation.

The findings of the study must be summarized in a technical memorandum. The Consultant will prepare a comprehensive report with associated maps, describing and analyzing the land use alternatives to quantify development potential in terms of housing units, non-residential floor area, population and employment. Projected population and jobs numbers for each alternative must be included. The report and maps should be assembled such that each alternative is easy to understand and compare with the other.

Upon completing the report, the Consultant will present the alternatives to Staff for review and feedback. Following this meeting, the Consultant will conduct a community meeting to solicit comments and feedback from community members regarding their preferences and vision. This may result in a clear preference for one alternative or the development of a hybrid concept that combines components of each alternative.

Minimum Required Deliverables:

- Alternative land use plan visuals, including sketches and elevations
- Alternative land use plan report, including quantified development build-out potentials
- Meeting attendance, including sessions with Staff, Planning Commission, City Council, and relevant stakeholders

Task 5: Market Demand Analysis

The Consultant will prepare a market demand analysis to assess future market conditions for residential, retail, and office development in the Plan Area, taking current conditions and long-range potential into consideration.

The market demand analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability, and the viability of incorporating specific commercial uses, such as neighborhood serving retail, office spaces, mixed use developments, and hospitality businesses, based on market demand and feasibility. In terms of financial feasibility and marketability, the project shall also include detailed financial feasibility analysis and prototypical proforma analysis of no fewer than five (5) identified opportunity sites.

Minimum Required Deliverables:

- Market demand analysis report for residential, retail, and office
- Proforma analysis for financial and market-viable developments of at least five (5) identified opportunity sites, considering factors such as land costs, construction expenses, market demand projected revenues, and regulatory constraints.

Task 6: Preferred Land Use Alternative

Based on input received at Community/Commission/Council meetings, as well as input received from other methods of community outreach, the Consultant, in consultation with Staff, will develop a preferred land use alternative which will serve as a basis for the draft TCTCSP. The preferred alternative will be presented to Staff and the Planning Commission/City Council for review and feedback. The community will also be asked to respond to the preferred Plan. Feedback from these stakeholders will be used to refine the alternative and develop the draft TCTCSP.

Suggested Deliverables:

- Preferred land use plan visuals, including sketches and elevations
- Potential Phased Development and Implementation Plan
- Preferred land use plan report, including quantified development potentials
- Meeting attendance – meeting(s) with Staff, Planning Commission, City Council, and relevant stakeholders

Task 7: Infrastructure Development and Service Plan

The Consultant must prepare an Infrastructure Development and Services Plan and Budget to determine, at a preliminary level, the infrastructure needed to support uses and improvements identified in the preferred alternative. The analysis must identify infrastructure conditions and improvements needed to support the Plan in terms of water, wastewater, storm drainage, electricity, gas, cable, telephone service, internet/fiber, transportation (public transit, vehicular, pedestrian, and cycling traffic), greenways, and parks. Working in collaboration with Public Works Staff, Consultants will:

1. Analyze and summarize both existing and needed service capacities
2. Assess the services envisioned in the Plan Area and those that would be required to meet the preferred alternative
3. Provide detailed descriptions of needed public improvements, including street improvements to meet City standards, upsizing of water and wastewater mains and storm drains, undergrounding utilities, and associated development costs
4. Provide comprehensive descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable, and internet connectivity
5. Provide comprehensive descriptions of any changes required to public services and facilities

6. Provide detailed cost estimates and phasing recommendations for needed improvements and service systems within the Plan Area

Minimum Required Deliverables:

- Public Infrastructure Improvement Plans and Budget

Task 8: Draft and Final Specific Plan

The Consultant shall prepare two (2) drafts and one (1) final administrative public review draft. Additional changes may be required at each successive public hearing with the Planning Commission and City Council. A final Specific Plan will be prepared following the adoption of the Specific Plan. The Consultant is anticipated to include the following elements in the new TCTCSP. The requirements listed below may be satisfied with a variety of proposed chapter outlines for the Specific Plan.

Proposed development regulations for the TCTCSP area shall be consistent with and complement existing regulatory documents in the City of Santa Fe Springs. The TCTCSP shall reference existing objective development standards for mixed-use districts and create new objective design standards and design guidelines for the Plan Area.

1. Vision Statement and Guiding Principles
2. Preliminary Policies
3. Land Use Intensity Alternatives and Corresponding Development Standards
4. Objective Design Standards and Design Guidelines
5. Prototypical Mixed-Use and High-Density Residential Project Proformas
6. Public Infrastructure Upgrades
7. Financial Sustainability Strategy Plan
8. Implementation Plan and Financing Strategy

Minimum Required Deliverables:

- Two (2) Drafts of the Specific Plan
- Administrative Draft for Public Review
- Final Plan that includes a summary of next steps towards implementation and credits FHWA, FTA, and/or Caltrans on the cover or title page (City to submit to Caltrans in an ADA accessible electronic copy)

Task 9: Zoning Code Updates

The City is currently undertaking a Comprehensive Zoning Code Update. It is essential that both projects are coordinated to ensure consistency between the Zoning Code and the Specific Plan. The consultant will be expected to work closely with the team handling the Comprehensive Zoning Code Update to avoid conflicting provisions and ensure cohesive land use regulations.

Task 10: CEQA Compliance

The Consultant shall prepare environmental documentation based on the Consultant's recommendations for the best way to ensure compliance with the CEQA Statute and Guidelines. The City of Santa Fe Springs is open to different strategies to fulfill this requirement. The Consultant's proposed approach should allow streamlined environmental review of future projects pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines.

The EIR for the 2040 General Plan can be found at this link:

https://www.santafesprings.org/departments/planning_and_development_department/planning/environmental_documents.php

Technical studies may include traffic impact analysis, parking studies, air quality technical analysis (up to three CalEEMod runs), GHG emissions (up to two energy consumption spreadsheets but does not include Climate Action Plan), Noise and Vibration Technical Analysis (up to two short-term and two long-term monitoring locations), and more.

Task 11: Presentation and Adoption of Specific Plan and Environmental Document

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

Minimum Required Deliverables:

- Meeting attendance (up to six)
- Staff reports, resolutions, and ordinances
- Meeting presentation materials

V. Proposal Submittal

Please *see* ***Section VI – Proposal Content and Format*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Proposers planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VI. Proposal Content and Format

Proposal Content

Proposers shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Proposer's availability to dedicate time, personnel, and resources to this effort. Indicate the address and telephone number of the Proposer's office nearest Santa Fe Springs, and the office from which the project will be managed. The letter of interest must include a commitment to the availability of the Proposer and all key project staff during the planning period and a proposed schedule designed to meet the City's needs. If applicable, include the proposed working relationship with any subcontractors. An individual authorized to bind the Contractor must sign the letter.

B. **Project Understanding and Summary** - Please include a statement demonstrating your understanding of the City, the work to be done, and the objectives to be accomplished. Describe your general approach to completing the project successfully and the methodologies and technologies you would employ. Describe what information you would expect the City to supply.

C. **Proposed Statement of Work** - Please provide a proposed Statement of Work that will be used to fulfill each requirement listed in the Scope of Work of this RFP. Include key deliverables, milestones, and tasks. Explain what the respective roles of City staff and Proposer staff would be to complete the tasks specified in the Scope of Work. Discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work.

D. **Detailed Project Schedule:** Provide a realistic and detailed project schedule identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

E. **Relevant Experience & Key Personnel** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Proposer should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Proposer has performed similar services of similar size, scope, and complexity. Identify key personnel who would be assigned to provide the services described in the Proposal, and the functions to be performed by each. Resumes may also be included in this section.

   Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a

description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

F. **Conflict of Interest Statement** – The Proposer shall disclose any financial, business, or other relationship with the City that may impact the selection process. If the Proposer has no such conflicts, a statement declaring such should be included in their submission.

G. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See “Line-Item” tab in PlanetBids).

The total all-inclusive maximum not-to-exceed price should contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. It should also include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates, the number of hours anticipated for each staff level, and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should be directly related to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Proposer to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, resulting from this engagement, then such additional work shall be performed only if outlined in an addendum to the contract between the City and the Proposer. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

Proposal Format

To facilitate the evaluation process, all responses must adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. The thirty (30) page requirement does not include a cover letter/letter of transmittal, or

any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Proposer's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. **Experience of Proposer and Project Personnel (40 points)**
   - Experience, resources, and qualifications of the Proposer and assigned individuals to perform tasks identified in the scope of work.
   - Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City’s requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (20 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestions.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee, together with Staff’s recommendations. The City Council exercises discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee’s ratings or Staff’s recommendations.

Interviews
If necessary, the City may require top-rated proposers to participate in an interview. The City will e-mail proposers selected for the interview to schedule a date and time.

VIII. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening. When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Lana Dich
   City of Santa Fe Springs
   Attn: Finance Department
   11710 Telegraph Road
   Santa Fe Springs, CA 90670

   Or

   E-mail:
   lanadich@santafesprings.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the award. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

IX. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Proposer decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

X. Insurance Requirements

Any Consultant conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per

occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Consultant. If not covered under Consultant's liability policy, such "property" coverage of City may be endorsed onto Consultant's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements
The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

XI. Business License Requirements

Consultants that conduct business within city limits may be required to obtain City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License program may be obtained by visiting the City's website at: https://www.santafesprings.org/business/opening_a_business/new_application.php
Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

XII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically.

- Unnecessary/duplicative purchases are not permitted.
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited.
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest.
- Procurement transactions must be conducted in a manner providing full and open competition.
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible.
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A.
- Purchases of goods and services must include documentation detailing the procurement history.

XIII. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XIV. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Consultant will only hire individuals who are of legal age to work.

XV. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

XVI. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be 18 and be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the primary's insurance.

XVII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XVIII. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

IX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XX. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
   1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   2. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   3. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

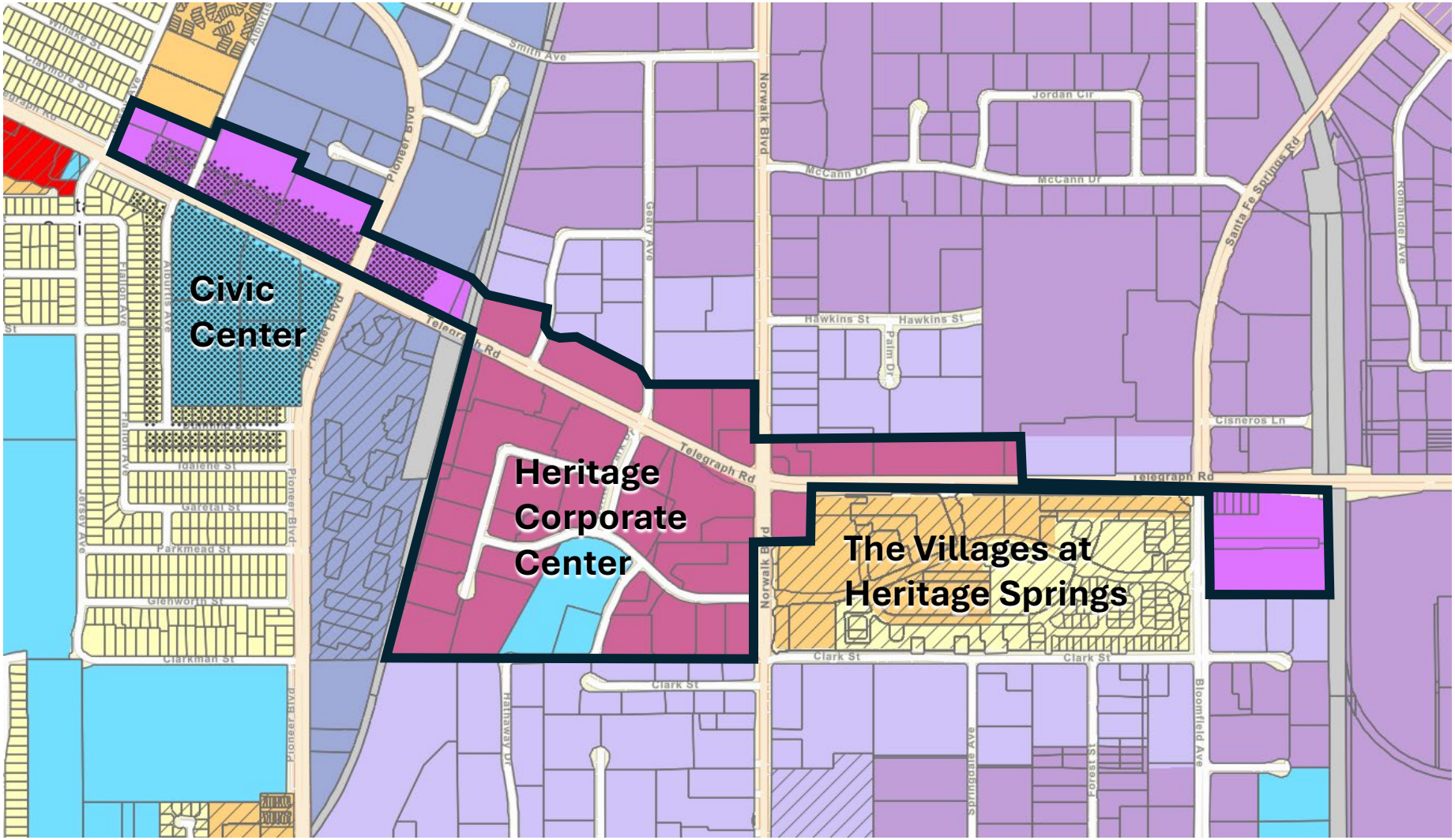
F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits

PLEASE REVIEW

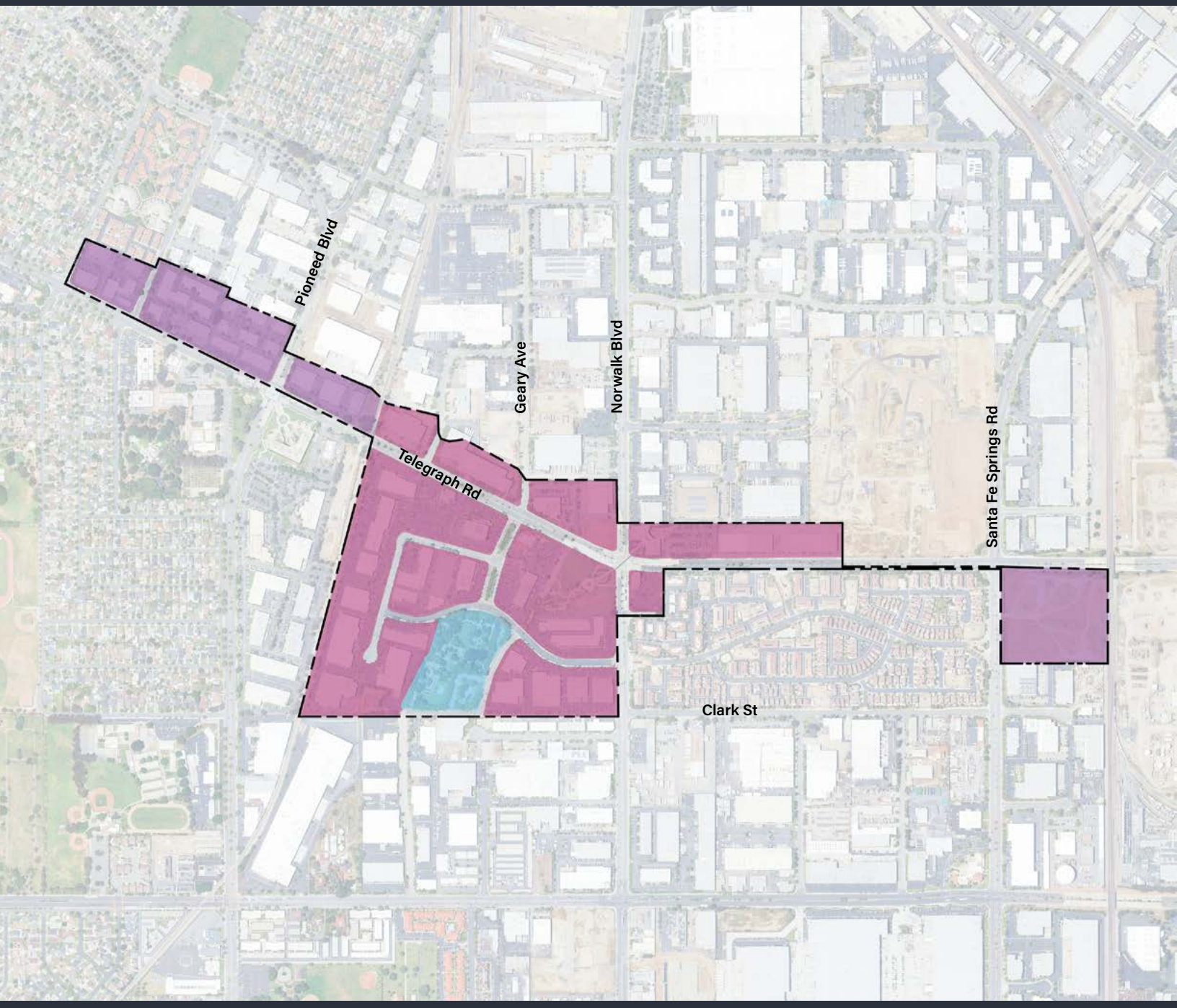
Attachment A – References
Attachment B – Sample PSA
Attachment C – Map of Specific Plan Area
Attachment D – Caltrans Approved Scope of Work

Attachment C: Specific Plan Area Map



RFP 25-13 | MAY 22, 2025

SANTA FE SPRINGS - DOWNTOWN SPECIFIC PLAN PROPOSAL



The Arroyo Group, Planning and Community Engagement
Sasaki, Urban Design
Kosmont Companies, Economics
Iteris, Transportation
Sherwood Design Engineers, Infrastructure
Impact Sciences, Environmental

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LETTER OF INTEREST

A

May 22, 2025

City of Santa Fe Springs – Community Development Department
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Cuong Nguyen, Director of Community Development

Dear Mr. Nguyen and Members of the Selection Committee:

The City of Santa Fe Springs has set forth an ambitious and inspiring goal: to establish a vibrant downtown where none has existed before. As experienced planners with a strong track record of shaping successful and distinctive city centers across Southern California, **The Arroyo Group** would be honored to help bring this vision to life through the preparation of a Downtown Specific Plan. In this effort, we will be supported by the following subconsultants:

- **Sasaki**, Urban Design
- **Kosmont Companies**, Economics
- **Iteris**, Transportation
- **Sherwood Design Engineers**, Infrastructure
- **Impact Sciences**, Environmental Analysis

We believe you should select our team because:

1. **We understand what makes a successful downtown.** While every downtown is unique – and Santa Fe Springs' downtown would certainly be different than most – successful downtowns share several key ingredients: a dynamic mix of land uses that meet community needs, a distinctive and connected network of streetscapes and open spaces, and strong integation between the public and private realms. These principles have guided our work since our founding in the late 1970s, when we prepared the landmark plan to preserve and revitalize Old Pasadena. Throughout the years, our commitment to this approach has been recognized with awards from both the American Planning Association and the International Downtown Association.
2. **We are very familiar with the Gateway Cities subregion.** Over the past decade, The Arroyo Group has prepared nine Specific Plans in the Gateway Cities alone. Through this work, we've come to understand the deep community desire for places to gather, celebrate life, and foster a sense of local pride—needs that have long gone unmet across much of the region. In partnership with Kosmont, with whom we are collaborating on several current efforts, we also bring a clear-eyed understanding of the area's market dynamics and the economic constraints that shape what can realistically be built.
3. **We have a long track record of working together to create comprehensive Specific Plans.** The Specific Plans that we and our subconsultants have collaborated to prepare are holistic and implementation-oriented. A key emphasis is placed on strong mobility networks that encourage usage of active and public transportation with safe and inviting facilities, while minimizing traffic impact. We also assess infrastructure capacity, with a focus on green infrastructure that can provide environmental benefits and bring in grant funds. We cost infrastructure improvements and formulate tailored strategies for funding, leveraging private development and drawing on grants and financing strategies.
4. **We know how to build consensus among stakeholders and catalyze implementation.** We have extensive experience collaborating with City Councils, stakeholders, and the general public to deliver plans that meet their goals. In addition to the projects presented in the proposal, The Arroyo Group and Kosmont are currently working with the City of Temple City to implement a ten-year-old unbuilt Specific Plan by creating a phased development strategy that coordinates the interests of the owners of a complex multi-owner shopping center and removing regulatory barriers to development in the Specific Plan.

PLANNERS, URBAN DESIGNERS & ARCHITECTS

40 E COLORADO BOULEVARD

SUITE B

PASADENA

CALIFORNIA

91105-1902

VOICE 626 795.9771

We will manage the project from our office in Pasadena, whose address is listed on the letterhead. We are available and committed to completing the project prior to the June 2027 funding deadline, with use of key staff beginning with myself as Project Manager, Principal-in-Charge and President of the corporation.

We thank you very much for your attention to this proposal and look forward to the opportunity to discuss with you further through an interview.

Most respectfully,



Philip Burns, AICP
Principal and President
phil@arroyogroup.com
(323)382-2402

Project Understanding

We understand the goal of the Downtown Specific Plan to be the realization of one of the key "Big Ideas" of Santa Fe Springs' recently completed General Plan: the creation of a vibrant Downtown with "community gathering spaces, restaurants and entertainment venues, and hospitality uses all within a mixed-use, pedestrian-friendly environment," in the Telegraph Road Corridor, with particular focus on the Heritage Corporate Center.

The Arroyo Group Team's approach is focused on implementation. We aim to deliver not just a Specific Plan on paper, but clear regulations, viable projects, and buy-in from stakeholders that will empower the City and property owners to begin building the future immediately after adoption.

Since we've heard similar aspirations from many communities in the Gateway Cities region, we resonate deeply with the community's desire for a place in their own City to gather and enjoy life. Yet, as surrounding cities pursue similar goals (see Figure 1), the defining question will become: what sets Santa Fe Springs Downtown apart?

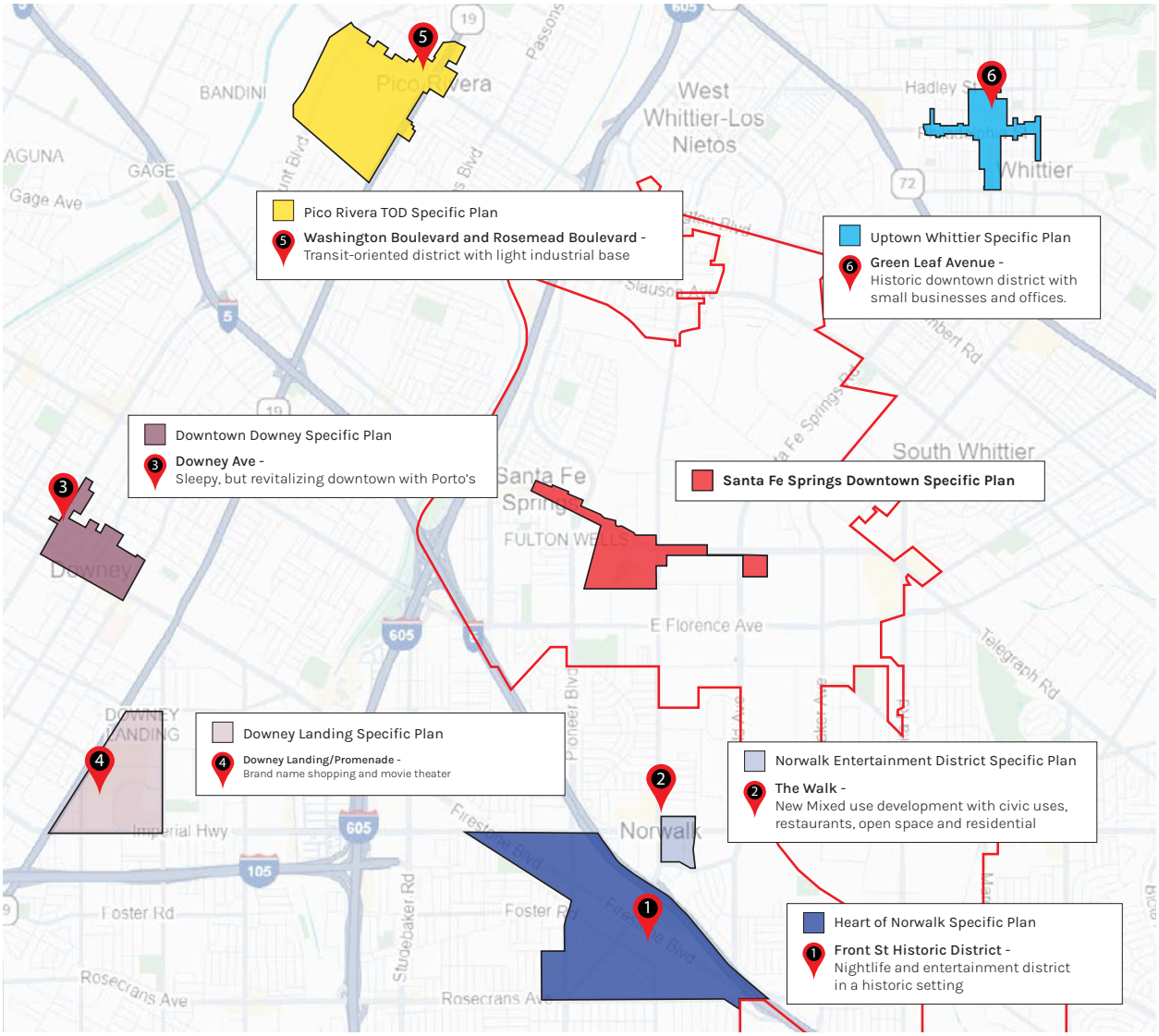


Figure 1 - Current and Planned Downtown/Gathering Areas

Because Santa Fe Springs never had a historic downtown, it now has the rare opportunity to shape one from the ground up—distinct in character, function, and form. Rather than mimicking the past, Santa Fe Springs' Downtown can be original and purpose-built to meet contemporary needs – differentiating it from many other downtowns in the subregion. The key ingredients to this unique identity will be a unique land use mix and unique built environment, which we describe below.

Unique Land Use Mix

The Specific Plan area benefits from its location within an employment-rich district where unmet demand presents a key opportunity. There is likely already a market for additional hospitality and dining establishments, and the predominantly industrial and office character presents opportunities for a wider spectrum of uses that extend beyond typical vertical mixed-use typologies. For example, uses involving light production—such as beverage crafting, prototyping, custom manufacturing, and creative studios—can support placemaking by drawing foot traffic and shaping a distinct identity.

We bring experience from similarly complex industrial mixed-use environments, including projects in places like Vernon, where integrating housing with production has required creative land use strategies and design standards.

Moreover, the plan area is uniquely composed of large parcels, with approximately 65% under City ownership. While engaging remaining property owners will be a central component of our outreach and Stakeholder Advisory Committee process, this concentrated ownership and parcel configuration provide a rare degree of flexibility. It allows for creative approaches to horizontal mixed-use development—often more financially viable and diverse in use types than traditional vertical mixed-use models—and may help attract anchor uses like national hotel chains.

Unique Built Environment

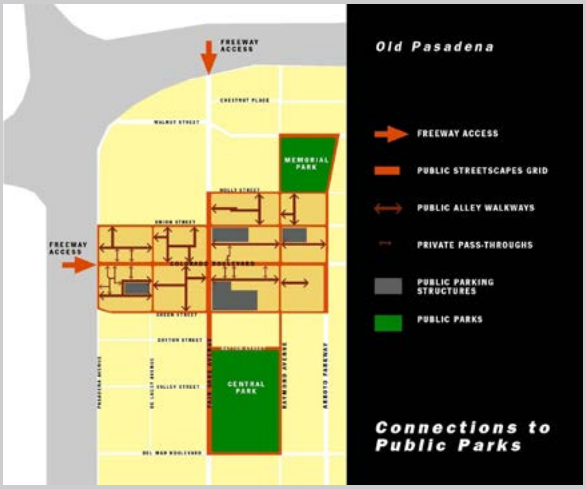
The Telegraph Corridor is home to several of the City's most successful open spaces. The Civic Center Complex—including the historic Clarke Estate, an aquatic center, and several plazas—functions as the City's primary gathering space for community events. Nearby Heritage Park offers both recreational amenities and a cultural experience, with its buildings and features evoking 18th and 19th century life.

Though these spaces have room for enhancement, they represent a tremendous asset—spaces that already serve as community anchors, something many other cities struggle to establish. They are amenities around which vibrant, mixed-use development can grow.

However, these assets are not yet connected in a cohesive urban environment. Our plan will address this gap by establishing a compelling Streetscapes and Open Spaces Network (see Figure 2) that links open spaces, employment centers, retail hubs, and housing clusters. This network will create a distinct and memorable identity for Downtown Santa Fe Springs, and support a seamless pedestrian experience throughout the district. We foresee at least three major components to this network:

Figure 2 - Streetscapes And Open Space Network

Since we developed plans for the key districts of Downtown Pasadena - Old Pasadena, Civic Center, and Playhouse District - we seek to develop unique streetscapes and open space networks for each area we plan for. The network is comprised of public realm spaces which facilitate movement between key destinations and create experiences which reinforce the vision of the district.





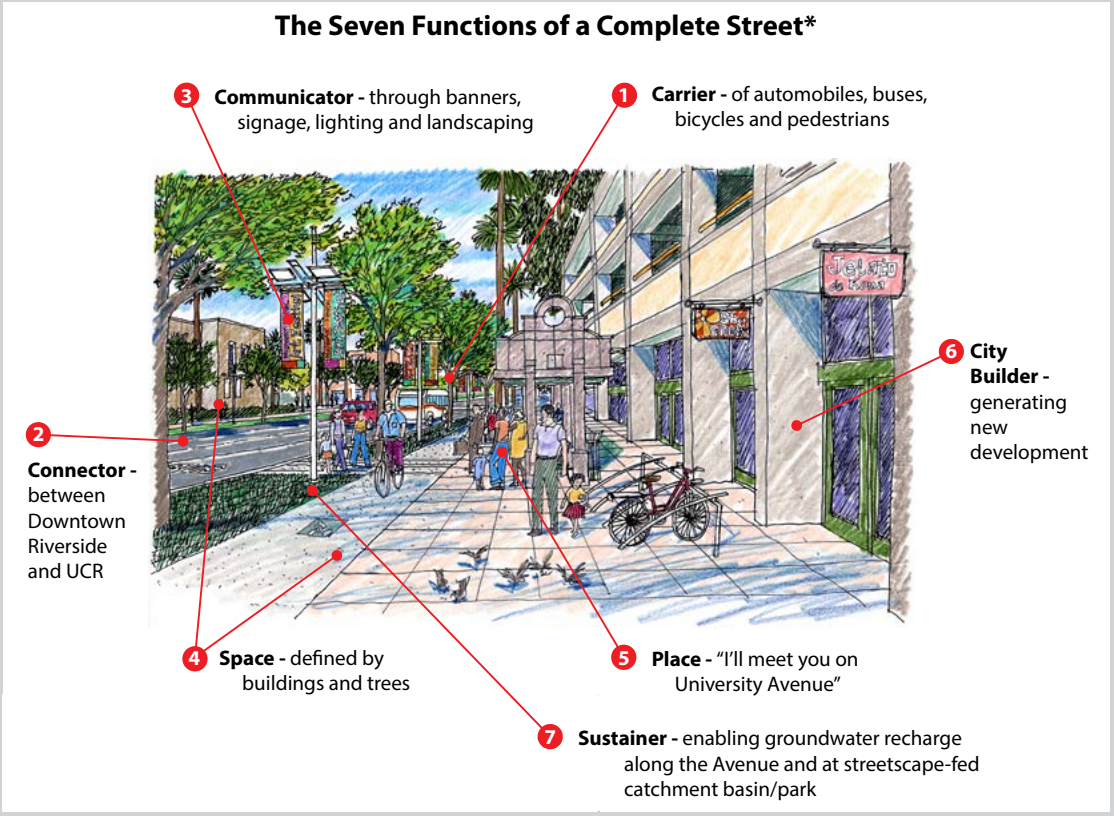




1. Telegraph Road – While Telegraph Road is not designated in the General Plan as a major transit or bicycle corridor, it must nevertheless function as a "complete street" as we define the term (see Figure 3)—one that supports a high-quality public realm and sets the tone for Santa Fe Springs' Downtown identity. As the City's primary east-west corridor and interface with the broader region, Telegraph must be designed to accommodate new uses and foster a pedestrian-friendly environment.

Figure 3 - Complete Streets Approach

The Arroyo Group's Complete Streets approach starts with the accommodation of different modes of transportation including pedestrians, bicycles, buses and automobiles. However, it goes beyond the norm in enhancing a street's overall role in a city as a carrier, connector, communicator, space, placemaker, city builder and sustainer. Complete streets (re)designed by The Arroyo Group and built to plan include Colorado Boulevard in Pasadena, Garfield Avenue and Holly Street in Pasadena, Pine Avenue in Long Beach and Magnolia Avenue in Riverside.



With daily traffic volumes of 44,000 vehicles, as noted in the General Plan Circulation Element, design solutions must carefully balance mobility and placemaking. The Arroyo Group and Iteris bring extensive experience managing such trade-offs. In Vernon, for example, we helped reroute truck traffic from Santa Fe Avenue—slated for mixed-use development—to the more appropriate Alameda Street East. A similar approach was taken in the Compton Station Specific Plan for Compton and Alondra Boulevards.

Iteris will apply state-of-the-art analysis to determine whether a comparable strategy—shifting some regional traffic to Florence Avenue—could be effective here. If successful, this would free up space along Telegraph Road for wider sidewalks, on-street parking, and/or pedestrian amenities. Alternatively, if existing geometries must be maintained, we will explore enhancing the corridor's underutilized trail systems and integrating green infrastructure to elevate the corridor's character and connectivity.

2. Streetscapes interior to the Heritage Corporate Center complex, such as a potential mixed-use/ retail "main street" along Heritage Center Drive, and other streets as well. Given the concentration of ownership among three key owners (one being the City), there is also the potential to redraw parts or all of the street grid within the complex, establishing street patterns that are more pedestrian-friendly and pedestrian-scaled and/or separating vehicular ways from pedestrian ways where appropriate.

3. Open spaces that complement land uses, allowing people to spill out from residential, restaurant, office and hospitality uses to activate these spaces; that create different experiences that relate to the spaces' location and adjacent uses; and that serve a wide variety of people and times of the day/week/year. With careful planning, these open spaces can be seamlessly integrated with surrounding uses as can be seen in recent Southern California master planned developments like Playa Vista or Liberty Station.

Some of these key urban design opportunities are mapped in Figure 4.

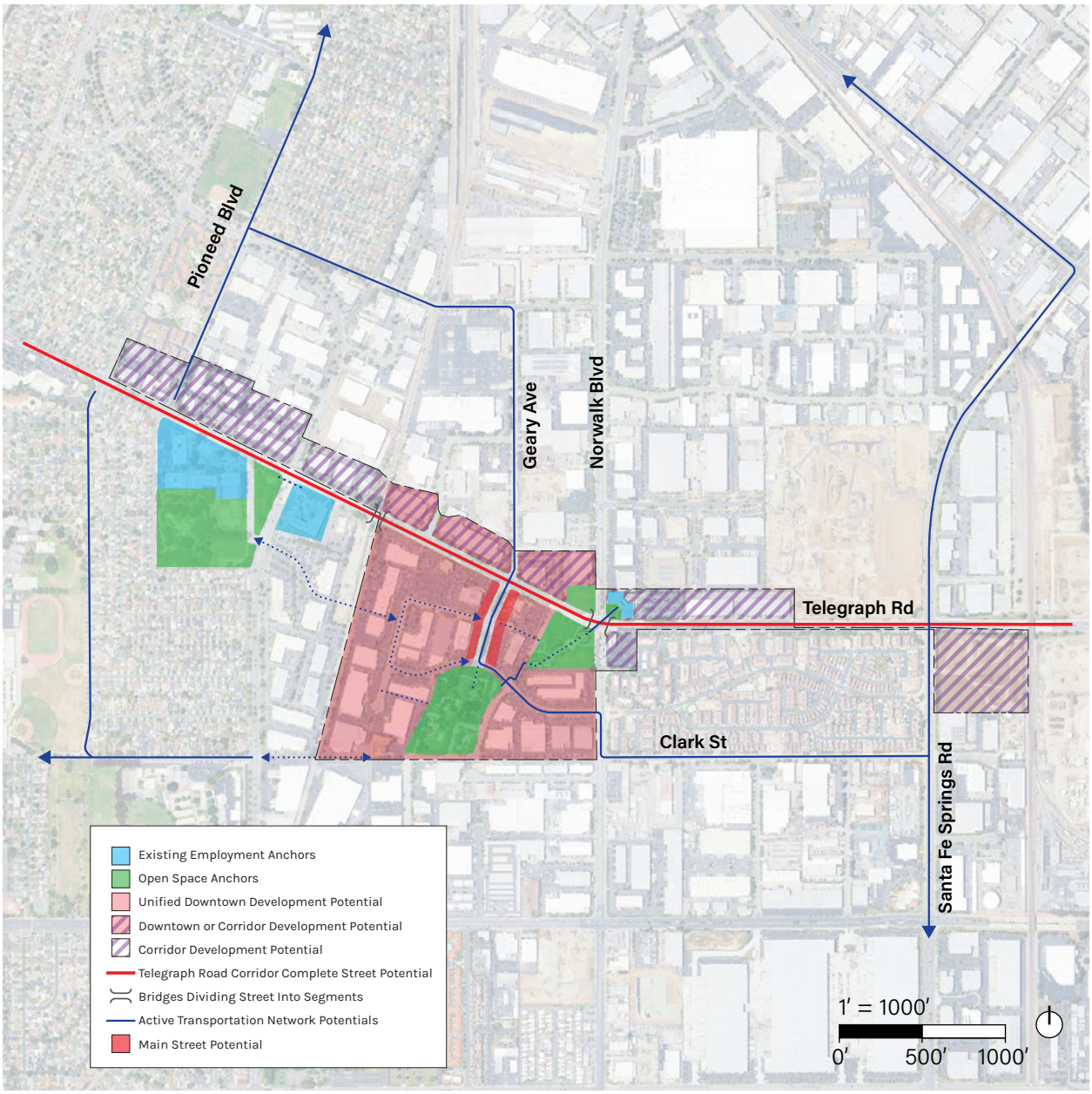


Figure 4 - Urban Design Opportunities

This section presents The Arroyo Group Team's scope of work. The scope of work is intended to be consistent with the RFP and Caltrans grant scope of work, but is presented in condensed fashion due to page limitations. Upon request, a more detailed scope of work can be prepared.

Task 1: Project Administration

Task 1.1: Kick-Off Meeting and Action Plan
The Arroyo Group Team will hold an in-person kick-off meeting with City staff.

Deliverables: Kick-Off Meeting, Budget, Schedule, Scope, Agenda, Materials, Notes with Action Items and List of Attendees, Action Plan.

Task 1.2: Coordination Meetings
The Arroyo Group and City staff shall have biweekly virtual check-in meetings through the length of the project.

Deliverables: Agendas, Materials, Notes with Action Items and List of Attendees, Monthly Invoices.

Task 1.3: Quarterly Caltrans Meeting

The Arroyo Group, City staff, and Caltrans staff shall have quarterly virtual check-in meetings.

Deliverables: Agendas, Materials, Notes with Action Items and List of Attendees.

Task 2: Existing Conditions Analyses
The Arroyo Group Team will compile a comprehensive multidisciplinary existing conditions report on the existing conditions within the Specific Plan area, including the following sections:

2.1 Land Use and Urban Design
The Arroyo Group and Sasaki shall review all relevant existing plans, reports and projects that will inform our understanding of existing conditions in the Specific Plan area. We will also conduct a field visit as part of this Existing Conditions task. The results of this field visit will include an ground-truthed existing land use map, existing building conditions map, and observations about each key streetscape and open space in the area. This section of the report will conclude with identification of private & public realm activation potentials to help guide Task 4.

2.2 Existing Infrastructure Conditions
Sherwood will conduct the following research and mapping tasks to be included in the Existing Conditions Report: Site Visit support for visual observation of civil infrastructure; Review Available City Documents, Zoning Code and Street Design Standards; Mapping of city issued data; Wet Utility Map; Dry Utility Map; Topography and Drainage; Civil Infrastructure Opportunities and Constraints Analysis Mapping; and Development of Existing Conditions Narrative.

2.3 Existing Transportation Conditions
Iteris will prepare a memorandum to be included in the Existing Conditions Report documenting the existing mobility/circulation conditions in the vicinity of the Downtown Specific Plan area. The memo will include discussion of the roadways in the study area, transit conditions, active transportation conditions and vehicle volumes along Telegraph Road and parallel routes such as Florence Avenue. Iteris will review the history of collisions along Telegraph Road and utilize its Clearguide platform to identify congestion "hotspots" along the corridor, in order to help inform the evaluation of future scenarios.

Iteris will also evaluate current off-street parking supply and occupancy, with parking counts collected for up to five (5) hours on one typical weekday at each of the major parking lots along the corridor.

2.4 Existing Environmental Conditions
Impact Sciences will review existing conditions related to air quality, hazardous materials, noise and other environmental topics. We will provide input to the team regarding the environmental conditions in the Plan area and any potential constraints, leading to recommendations regarding environmental policies or design features to be potentially included in the Plan.

2.5 Market Study
Kosmont will outline the current national and regional trends for specific land use typologies including retail, office, multifamily residential, and hospitality (hotel). The analysis will evaluate current (most recent quarter) market conditions and short/long range potential for these land uses. Kosmont will gather current data for variables including asset inventory, vacancy, lease rates, average daily rates, revenue per available room, market absorption rates, new construction, and other relevant real estate data, as appropriate, for each land use in the following geographies: the Specific Plan area, the City boundaries, and a 5-mile radius of Norwalk Blvd. and Telegraph Rd. (indicative of a local submarket).

2.6 Social Conditions
The Arroyo Group will review relevant social and socioeconomic conditions affecting the Specific Plan area, drawing from a demographic analysis of residents and employees conducted by Kosmont. The analysis will draw from meetings with local agencies familiar with socioeconomic conditions within the community such as the Community Services Department and the Gus Velasco Neighborhood Center, early community engagement activities, and a review of crime statistics.

Deliverables: Draft and Final Comprehensive Existing Conditions Report.

Task 3: Community Engagement
The Arroyo Group anticipates preparing all presentation materials for outreach events and organizing/ administering events. We anticipate that City staff will be responsible for the logistics of events, and for publicizing all outreach, utilizing graphic announcements prepared by The Arroyo Group. The Arroyo Group's budget includes printing of presentation materials for in-person events, but outreach printing, mailing, refreshments, etc. are assumed to be the responsibility of City staff.

Members of The Arroyo Group staff are bilingual (Spanish and English) and will be able to provide translation services for printed materials, graphic announcements, and more. Additionally, The Arroyo Group's bilingual staff members will be able to provide translation during meetings.

3.1 Community Engagement Plan
Starting with this scope of work and the Action Plan in Task 1.1, The Arroyo Group will prepare a Community Engagement Plan implementing an equitable, inclusive, and community participatory approach to outreach. The Community Engagement Plan is subject to change with input from City staff and may modify the scope described below.

Deliverables: Community Engagement Plan Stakeholder including objectives and goals, stakeholder list, location list.

3.2 Direct Community Outreach
The Arroyo Group will conduct five focus group meetings with groups such as seniors, youth, school leadership, lower-income residents, and transit riders. These focus group meetings are anticipated to take place in conjunction with Task 2.

Deliverables: Materials for Five Focus Group Meetings, Written Results of Five Focus Group Meetings.

3.3 Business and Property Owner Outreach
The Arroyo Group will conduct five virtual private stakeholder meetings with business owners, property owners, and local developers including affordable housing developers. These meetings will take place in conjunction with Task 2.

Deliverables: Materials for Five Private Stakeholder Meetings, Written Results of Five Private Stakeholder Meetings.

3.4 Agency and Utility Outreach
The Arroyo Group will conduct virtual private stakeholder meetings with representatives from utility companies, local transportation and planning agencies, and social and supportive services as needed at any time during the project.

Deliverables: Materials for Private Stakeholder Meetings, Written Results of Private Stakeholder Meetings.

3.5 Council Member Outreach
The Arroyo Group will conduct virtual private interviews with each of the five City Council members during Task 2.

Deliverables: Materials for Five Councilmember Interviews, Written Results of Five Councilmember Interviews.

3.6 Stakeholders Advisory Committee
City staff and The Arroyo Group will form a Stakeholder Advisory Committee comprised of key implementation actors and ensuring a diversity of perspectives. Potential members include major property owners within the Specific Plan area, business owners, resident and community group leaders, non-profit representatives, social/supportive services providers, representatives of the Historical and Community Preservation Advisory Committee, local school leadership, and the Chamber of Commerce. Council may wish to designate liaisons to sit on the committee as well. This Committee would meet at seven key times throughout the planning process and provide significant direction to The Arroyo Group Team at key decision points.

Deliverables: Materials for Seven Stakeholders Advisory Committee Meetings, Meeting Minutes.

3.7 Community Workshops
The Arroyo Group Team will develop and host two in-person community-wide workshops at the completion of Task 4 to solicit feedback on land use alternatives. The workshops will encourage active participation through the use of multiple large format boards.

Deliverables: Two In-Person Community Workshops with Relevant Presentation Materials. Summary Memorandum.

Task 4: Development of Land Use Alternatives

Following the completion of the Existing Conditions Report and after receiving direction from City Staff as well as the community's direction included in the recent General Plan, The Arroyo Group Team will prepare a report describing three distinct development alternatives. The process will begin with an internal charrette attended by the entire Team providing initial direction for each of the three development alternatives. Each alternative will consider both the public and private realm, illustrating large-scale and supportive site redevelopment, a mix of housing units that aligns with the City's Housing Element, and a unique open space/streetscape/green infrastructure network, including active and public transportation.

Following this initial direction, The Arroyo Group and Sasaki will work together to build out each alternative with different land use programs, roadway locations and cross-sections, maps of proposed development, buildout calculations including jobs and population. Iteris will calculate parking demand and provision, and conduct a Level of Service (LOS) analysis considering up to ten (10) intersections on each alternative. Kosmont will also coordinate its development feasibility analysis work with these. Built character will be demonstrated through an illustrative plan, simple 3D massing models, and "study model" quality renderings or loose hand-drawn illustrations of proposed development. Each alternative will also include a summary graphic illustrating the "big moves" to help synthesize and communicate to the public, and summary text describing how each alternative responds to community engagement and direction.

Deliverables: Land Use Development Alternative Report Including Different Land Use Programs, Maps of Proposed Development, Build Out Calculations, Illustrative Plans, Simple 3D Models, "Study Model" Quality Renderings or Loose Hand-Drawn Illustrations of Proposed Development, and Summary Graphics.

Task 5: Market Demand Analysis

5.1 Opportunity Site and Development Feasibility Analysis
Kosmont will expand on the Market Study Analysis from Task 2.5 and gather historical (up to 10 years) data from CoStar for similar variables across the observed land use asset classes (retail, office, multifamily residential, and hospitality). Kosmont will observe historic trends in construction, vacancy, lease rates, and other variables, as appropriate, to evaluate opportunities, constraints, and demand for these land uses. Based on community engagement findings and land use alternatives developed by The Arroyo Group, Kosmont will work with The Arroyo Group team and City staff in selecting five targeted development opportunity sites. Once the development opportunity sites are finalized, Kosmont will conduct a high-level Strengths, Weaknesses, Opportunities, and Threats ("SWOT") Analysis for each area to evaluate development potential and determine which areas should be prioritized for future development

To measure financial feasibility, Kosmont will conduct a high-level illustrative proforma analysis of for each identified development scenario (up to five pro formas). The pro formas will be presented in tabular format and a brief description of financial feasibility for each scenario will be summarized in written form.

Deliverables: Findings and Data Tables from Expansion of Market Study Analysis, Opportunity Site Analysis including SWOT Analysis and Maps of Five Development Opportunity Sites, Five Pro Forma Analyses.

Task 6: Preferred Land Use Alternative

6.1 Preferred Land Use Alternative
Following direction from City staff and direction from the community gathered during community engagement activities, The Arroyo Group and Sasaki will finalize the preferred land use development alternative and prepare two professional renderings to support the visualization.

The Arroyo Group and Sasaki will also work with Kosmont to establish a phasing strategy at this stage linked to the financing strategy (Task 8.3), if not prior in the process.

Deliverables: Illustrative Plan and 3D Model of Preferred Land Use Alternative, Two Professional Renderings to be included in the Specific Plan.

Task 7: Infrastructure Development and Service Plan

7.1 Public Realm Infrastructure

The public realm component of the Specific Plan will include a thorough description and standards for streets and sidewalks, open spaces, public parking facilities, and any other public realm element proposed in the Plan. The Specific Plan will also include guidelines and standards for the enhancement and use of streetscapes, such as conceptual street furniture and street tree palettes. Additionally, Sherwood will provide support on stormwater/green infrastructure design.

Deliverables: Public Realm Infrastructure to be described in the Specific Plan, including street cross-sections and typical plans, Conceptual Street Furniture Guidelines, Street Tree Palette Guidelines.

7.2 Utility Infrastructure

Upon approval of the preferred land use alternative by City staff, Sherwood will undertake a study of utility infrastructure in the Plan area, which will result in the writing of an Infrastructure Chapter, to be included in the Specific Plan, describing the planned Wet and Dry Utility networks and Stormwater Management & Green Infrastructure.

Deliverables: Infrastructure Chapter in Specific Plan.

7.3 Cost Estimates

The Arroyo Group, Sasaki, Sherwood, and Iteris will work together to provide rough planning level cost estimates for all infrastructure and public realm improvements identified in the Specific Plan.

Deliverables: Planning Level Cost Estimates for all Infrastructure Projects.

Task 8: Draft and Final Specific Plan

8.1 Land Use Regulations and Development Standards

The Arroyo Group will prepare a land use map, use regulations and development standards for current or newly defined districts within the Specific Plan area. Development standards will draw upon opportunity site analyses, 3D models, the vision direction, and other developments in the Gateway Cities area to ensure feasibility. We will coordinate closely with the City's Comprehensive Zoning Code Update team to ensure consistency between the code and Specific Plan, as we have recently done in the City of Bell. We would propose to use similar use categories and development standard frameworks as the new Zoning Code to the extent feasible. Nevertheless we have used a variety of regulatory standard frameworks in the past and will have much to draw upon as we develop the right approach for this Specific Plan.

Deliverables: Land Use Regulations and Development Standards Chapter to be Included in the Specific Plan.

8.2 Objective Design Standards and Design Guidelines

The City of Santa Fe Springs adopted objective architectural design standards in 2023. The Arroyo Group and Sasaki will build upon these standards and develop additional design guidelines and objective design standards consistent with the Plan vision. These objective design standards may touch both public and private realm within the Specific Plan area, and the relationship between them, through standards such as frontage type regulations.

Deliverables: Objective Design Standards for Specific Plan area, to be Included in the Specific Plan.

8.3 Fiscal Analysis
Kosmont will also conduct a net fiscal impact and economic benefit analysis of the final preferred land use plan to inform the implementation and financing plan and ensure financial sustainability to corroborate viability of the land use plan.

Deliverables: Fiscal Analysis memorandum

8.4 Implementation and Financing Plan
The Arroyo Group and Kosmont will develop an implementation strategy for the Specific Plan, drawing upon the phasing identified in Task 6.3 and including feasible potential funding mechanisms for the capital improvements identified in Task 7.3. Actions will be described and prioritized for implementation by the City or key outside actors, many of whom may be present on the Stakeholders Advisory Committee. As an optional task (requiring additional budget), Kosmont will also be available to conduct a net fiscal impact and economic benefit analysis of the final preferred land use plan to inform the implementation and financing plan.

Deliverables: Implementation Chapter in the Specific Plan.

8.5 Administrative Draft Specific Plan
The Specific Plan will include the deliverables of Tasks 5, 6, 7, 8.1, 8.2 and 8.3 as well a Vision/Introduction Chapter and compliance with all statutory requirements from Government Code 65451 et seq.

Deliverables: Administrative Draft Specific Plan.

8.6 Further Draft Specific Plans
The Arroyo Group will refine the Administrative Draft Specific Plan into a Screencheck, Public Review, and Public Hearing Draft. The Arroyo Group will consider comments from the public, Planning Commission, City Council, and City staff when editing each Draft.

Deliverable: Screencheck Draft, Public Review Draft, Public Hearing Draft Specific Plan.

8.6 Final Specific Plan
After City Council adoption of the Specific Plan, The Arroyo Group will make a final Specific Plan incorporating any changes included in the adopting motion. At this time, The Arroyo Group will also provide to the City final editable files of the Specific Plan and all associated documents.

Deliverables: Final Specific Plan, Final Editable Specific Plan, GIS shapefiles.

Task 9: Zoning Code Updates

9.1 Zoning Code Updates
As stated in the scope for Task 8.1, The Arroyo Group intends to refer out to the regulations and standards of the Comprehensive Zoning Code Update. The Arroyo Group and the Update consultant will work together to ensure consistency between the Zoning Code and Specific Plan.

Deliverables: Consistent references in the Specific Plan out to the Zoning Code, and vice versa if necessary.

Task 10: CEQA Technical Studies
This task comprises the technical studies that will feed into the environmental document and can be paid for out of the Caltrans grant. Preparation of the environmental document has been moved to Task 12.

10.1 Development Capacity
The Arroyo Group will calculate the development capacity of the preferred land use plan to serve as the basis for all CEQA technical studies. The development capacity can be prepared in advance of the Draft Specific Plan if necessary to accelerate the schedule.

10.2 CEQA Transportation Analysis
Iteris will prepare a California Environmental Quality Act (CEQA) analysis evaluating the project's effects on regional mobility, based on requirements in the City's guidelines. The analysis will first evaluate whether the project would screen out from further analysis based on its size, components, and/or location. If the project does not screen out, Iteris will perform an evaluation of the project's impact on regional Vehicle Miles Traveled (VMT). In order to prepare the evaluation, Iteris would utilize the Southern California Association of Governments (SCAG) travel demand model which Iteris has used recently for similar planning efforts in Norwalk and Vernon.

10.3 Air Quality and Greenhouse Gas Technical Study
Impact Sciences will prepare stand-alone reports consistent with the City's protocol for the implementation of CEQA, and consistent with the recommendations of the CARB and the SCAQMD. The reports will include, but not be limited to, description of the regulatory environment as it relates to air quality and GHGs, existing air quality and GHG conditions, relevant graphics, impact analysis consistent with City policy and regulatory guidance, and identification of relevant and necessary mitigation measures.

10.4 Noise and Vibration Technical Study
Impact Sciences will prepare a Noise and Vibration Technical Study that will include noise levels along roadways affected by the proposed Plan and vibration levels resulting from the operation of construction equipment at nearby sensitive land uses such as residential uses and potentially vibration-sensitive structures and/or operations. Using Federal Highway Administration noise factors, noise levels will be presented for typical construction activity in urban areas. The operational noise analysis will estimate changes in mobile source noise on a representative sample of roadway segments using the Federal Highway Administration Traffic Noise Model Version 2.5 (TNM2.5) (or RD-77-108 noise calculation formulas, as applicable) and data provided in the transportation analysis.

10.5 Water Supply Assessment
The development of a water supply assessment is based on final dwelling unit count and level of water studies performed by local water purveyor. Working in close coordination with the Client, Sherwood will assess the proposed development scenarios to understand how the future plans will affect water utility infrastructure and supply. Sherwood will provide a qualitative assessment of the existing infrastructure and proposed water improvements based on client provided building/program information and will review existing system sizing and associated capacity to help inform capital improvement recommendations necessary. It is assumed that this work will be coordinated with the Golden State Water Company and City of Santa Fe Springs. As part of the assessment Sherwood will inform the Client if modeling and/or additional studies are warranted. This scope does not include a full Water Supply Assessment for the future development, as it is assumed the Water District or City would take on this effort. If determined necessary, Sherwood can provide an additional service contract aligned with the proposed development assumptions.

Deliverables: Air Quality and Greenhouse Gas Technical Study, Noise and Vibration Technical Study, Conceptual Assessment of Existing Water Infrastructure and Proposed Improvements

Task 11: Presentation and Adoption of Specific Plan and Environmental Document

11.1 Public Hearings
The Arroyo Group will facilitate one (1) Planning Commission study session and one (1) City Council study session on the Specific Plan at the conclusion of Task 4, the land use alternatives stage of the project. Additionally, The Arroyo Group will attend four (4) public hearings, shared between the Planning Commission and City Council.

Deliverables: Presentation Materials, Staff Reports, Resolutions, Ordinances.

Task 12: Environmental Document

Option 1: Addendum
Our proposed work product will consist of a stand-alone Addendum to the 2040 General Plan Program Environmental Impact Report (PEIR), demonstrating the Plan would comply with the State CEQA Guidelines Section 15162 and 15164. Specifically, we will present a summary of each impact issue, impact conclusion, and any relevant, necessary and required mitigation measures identified. The General Plan 2040 PEIR identified mitigation measures for air quality; greenhouse gas emissions, transportation, utilities (water supply). Any necessary modifications to the approved mitigation measures will be addressed on a case-by-case basis. While addenda do not specifically offer opportunities for later projects to 'tier' or streamline, the addendum could provide information related to streamlining options that may be available for projects within the Plan area. It is likely that many future projects would qualify for streamlining options under CEQA guidelines section 15183, information regarding these exemptions and how/when they apply could be provided within the addendum and the Specific Plan to help facilitate streamlining of projects.

Option 2: EIR
Our approach will be to use as much of the analysis from the 2022 General Plan EIR as feasible. Tiering serves to reduce repetitive analysis and provide subsequent site-specific analysis at a time when it is meaningful. Tiering is common and appropriate when the sequence of analysis is from a General Plan EIR to a program of lesser scope, such as a specific plan (CEQA Guidelines Section 15152[b]).

Each resource topic of the EIR will follow a master format designed to demonstrate CEQA compliance and increase the ability of the public to understand the information in the EIR using established thresholds. Impact Sciences will analyze up to three alternatives to the proposed Project. Impact Sciences will submit the Screencheck Draft EIR to the team for review. Our scope assumes one (1) round of consolidated (staff and City attorney review) comments will be provided to the team in electronic format. Impact Sciences will revise the document and prepare the Draft EIR for public review. After the final round of comments from the team, Impact Sciences will prepare the document for public review. Impact Sciences will finalize the Draft EIR and distribute the document to State Clearinghouse to start the 45-day comment period. The time necessary to complete the Final EIR depends on the volume and depth of the comments received. The budget for this task will be reviewed with the City and adjusted, if needed, after review of all comments received on the Draft EIR. If any significant impacts are identified, findings and a statement of overriding considerations will be necessary. Impact Sciences will prepare the Findings and Statement of Overriding Considerations (SOC) for the Project, if necessary.

Deliverables: Addendum or EIR

DETAILED PROJECT SCHEDULE D

The Arroyo Group Team is confident we can complete the project prior to the City's intended adoption date of May 2027, even while using the longer EIR option for environmental documentation.

Schedule -
Santa Fe Springs Downtown Specific Plan

MONTHS

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27
	TASK 1: PROJECT ADMINISTRATION																							
1.1	Kick-Off Meeting and Action Plan																							
1.2	Coordination Meetings																							
1.3	Quarterly Caltrans Meetings																							
	TASK 2: EXISTING CONDITIONS ANALYSES																							
2.1	Land Use and Urban Design																							
2.2	Existing Infrastructure Conditions																							
2.3	Existing Transportation Conditions																							
2.4	Existing Environmental Conditions																							
2.5	Market Study																							
	TASK 3: COMMUNITY ENGAGEMENT																							
3.1	Community Engagement Plan																							
3.2	Direct Community Outreach																							
3.3	Business and Property Owner Outreach																							
3.4	Agency and Utility Outreach																							
3.5	Council Member Outreach																							
3.6	Stakeholders Advisory Committee																							
3.7	Community Workshops																							
	TASK 4: DEVELOPMENT OF LAND USE ALTERNATIVES																							
4.1	Land Use Alternatives																							
	TASK 5: MARKET DEMAND ANALYSIS																							
5.1	Opportunity Site and Development Feasibility Analysis																							
	TASK 6: PREFERRED LAND USE ALTERNATIVE																							
6.1	Preferred Land Use Alternative																							
	TASK 7: INFRASTRUCTURE DEVELOPMENT AND SERVICE																							
7.1	Public Realm Infrastructure																							
7.2	Utility Infrastructure																							
7.3	Cost Estimates																							
	TASK 8: DRAFT AND FINAL SPECIFIC PLAN																							
8.1	Land Use Regulations and Development Standards																							
8.2	Objective Design Standards																							
8.3	Fiscal Analysis																							
8.4	Implementation and Financing Plan																							
8.5	Administrative Draft Specific Plan																							
8.6	Further Draft Specific Plans																							
8.7	Final Specific Plan																							
	TASK 9: ZONING CODE UPDATES																							
9.1	Zoning Code Updates																							
	TASK 10: CEQA TECHNICAL STUDIES																							
10.1	Development Capacity																							
10.2	CEQA Transportation Analysis																							
10.3	Air Quality and Greenhouse Gas Technical Study																							
10.4	Noise and Vibration Technical Study																							
10.5	Water Supply Assessment																							
	TASK 11: PRESENTATION AND ADOPTION OF SPECIFIC																							
11.1	Public Hearings																							
	TOTAL CALTRANS FUNDED																							
	TOTAL CALTRANS FUNDED																							
	TARGET																							
ENVIRONMENTAL DOCUMENT OPTIONS																								
	TASK 12A: ADDENDUM TO THE GENERAL PLAN PEIR																							
12.A	General Plan PEIR Addendum																							
	TOTAL WITH ADDENDUM																							
	TASK 12B: EIR																							
12.A	EIR																							

About The Arroyo Group
The Arroyo Group is a 47 year-old Southern California professional planning and urban design firm that balances diverse interests and inspired design with economic realities. We design revitalized downtowns, dynamic districts, livable neighborhoods and inviting public spaces that build on the unique physical attributes of a community as well as its distinctive identity and character. Throughout our body of work:

- We foster and sustain a sense of place
- We plan and design vital environments
- We accelerate the development of affordable and mixed-income housing

The Arroyo Group has collaborated with our subconsultants and their leaders for many years, on many different projects. The strengths of each of these firms for this project include:

Sasaki has a very strong master planning practice, with extensive experience in campuses and large-scale developments. This experience is especially relevant for the Heritage Corporate Center area, which has the potential to be planned as a unified development. In addition, Sasaki Associate Principal Ian Dickenson has worked with The Arroyo Group on many projects over the last five years in a variety of roles.

Kosmont Companies brings knowledge of the City from its participation in the recent General Plan and current Economic Development Opportunities Plan, as well as extensive market experience from the City of Norwalk in conjunction with The Arroyo Group. Kosmont is also recognized for being a leader in financing strategies and implementation, which will be key focuses of the effort in this Specific Plan.

Iteris has a strong track record working with The Arroyo Group to produce vetted, progressive transportation plans and associated CEQA analyses. Iteris delves deeply into the feasibility of roadway changes, parking strategies and other design team proposals and works creatively to find ways to achieve bold visions while keeping vehicles moving.

Sherwood Design Engineers surpasses the typical civil engineering experience in utilities and infrastructure capacity by participating as a full member of the design and planning team, focused on stormwater infrastructure, sustainability and urban design.

Impact Sciences is a WBE that has prepared environmental documentation on time and on budget for many recent The Arroyo Group plans.

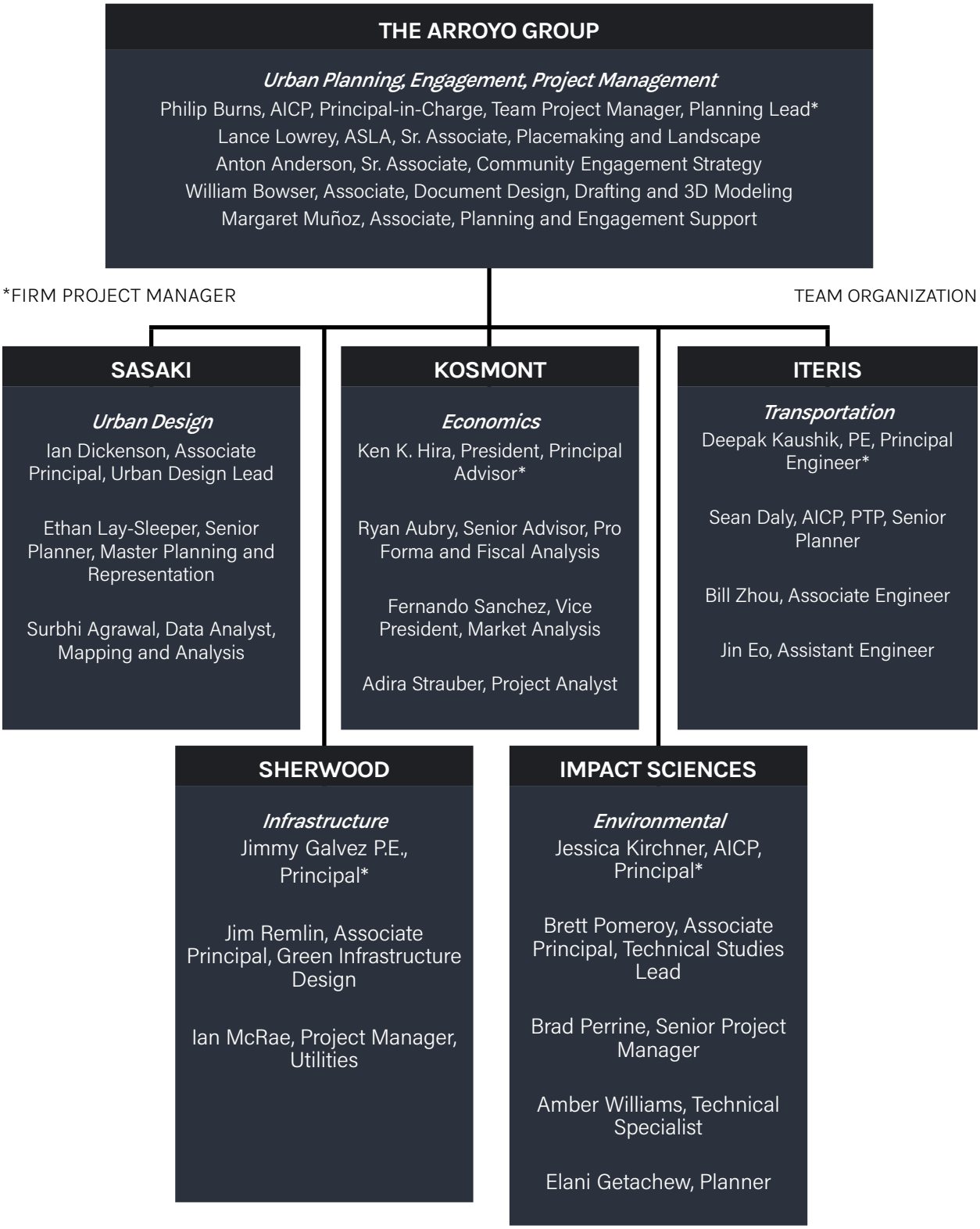
Specific, Area and Master Plans:

- The Plan for Old Pasadena, Pasadena Heritage
- Pasadena Civic Center/Mid-Town Design Plan, City of Pasadena
- Downtown Riverside Specific Plan, City of Riverside
- Inglewood Transit-Oriented Development Plans (Downtown Inglewood, Fairview Heights, Westchester/Veterans and Crenshaw/Imperial), City of Inglewood
- Tweedy Boulevard and Hollydale Village Specific Plans, City of South Gate
- Santa Fe Depot Specific Plan, City of Orange
- Compton Station Specific Plan, City of Compton
- Heart of Norwalk Specific Plan, City of Norwalk
- Vernon Westside Specific Plan, City of Vernon
- Old Town La Verne Specific Plan, City of La Verne Temple City Crossroads Specific Plan, City of Temple
- Foothill Gold Line Extension Phase 2B First/Last Mile Plan (TAG)
- Carson Neighborhood Mobility Area Plan, City of Carson

Responsible Staff/Project Manager
Philip Burns, AICP
40 E. Colorado Boulevard, Suite B, Pasadena CA 91105
(323) 382-2402, phil@arroyogroup.com

Legal Name: The Arroyo Group
Form of Business: Corporation, incorporated 1976
Certifications: SBE, DBE
Offices: 1 (Pasadena)
Employees: 7

Below is our team organizational chart, illustrating the breadth and depth of the project with their project functions.



The resumes of key staff are given on the following pages

City of Norwalk, CA

Heart of Norwalk Vision Plan (2020-2021)
Heart of Norwalk Specific Plan (2022-2025)

Project Team: Philip Burns, Lance Lowrey, Anton Anderson, William Bowser, Margaret Muñoz (The Arroyo Group) Ken Hira, Fernando Sanchez (Kosmont), Deepak Kaushik (Iteris), Jimmy Galvez (Sherwood), Jessica Kirchner (Impact Sciences), Ian Dickerson (Sasaki)

Reference:
Carlos Rojas,
Senior Planner,
Norwalk, CA 90650,
crojas@norwalkca.gov,
562-929-5769

The Arroyo Group prepared the Heart of Norwalk Vision Plan, which articulated a clear, consensus-driven direction for the San Antonio Village and Firestone Corridor, two aging areas in Norwalk's core. The Plan was based on a broad, comprehensive and meaningful outreach process conducted during the middle of the COVID-19 pandemic. Included was a consistent social media campaign with over 700 followers and 3,000 post likes and comments; a paper and online survey reaching 363 households; four engaging videos with over 3,000 reproductions; and almost 100 participants in online workshops. The Plan uncovered the desire of Norwalk's population, particularly the large youth and young adult population, to have higher quality commercial amenities and experiences located within a vibrant, mixed-use setting.

Putting form to the community's desire and operating within the context of economic realities, the Specific Plan establishes three vibrant mixed-use districts in the Heart of Norwalk – the Front Street Historic District, the Town Square District and the Triangle District. The districts are linked by complete streets and infill multifamily development corridors along Firestone Boulevard and San Antonio Drive. The Specific Plan includes detailed use and development controls, objective design standards and streetscape guidelines intended to streamline the approval process and encourage investment and placemaking. The objective design standards are the City's first comprehensive ones and apply to all types of development permitted under the Specific Plan.



City of Vernon, CA

A Vision for the Westside of Vernon Westside Mixed Use Zoning Amendment Housing Element (2020-2023)

Project team: Philip Burns, Lance Lowrey, William Bowser, Margaret Muñoz, Ian Dickerson (Sasaki)

Reference:
Daniel Wall,
Director of Public Works
Vernon, Ca 90058
dwall@cityofvernon.org
(323) 583-8811 x305

The Arroyo Group prepared zoning code and General Plan Amendments to introduce a mix of uses including residential, live/work, creative office, production retail and R&D facilities into a city which up to this point has been considered "exclusively industrial." The purpose of these zoning and General Plan Amendments was to increase the City's tiny population, strengthening the City's long-term governance, and to strengthen Vernon as a center of production by attracting talent, creativity and design. These zoning and General Plan Amendments create viable and livable potential for development withing the heavy industrial environment.

Along with the zoning code and General Plan Amendments, The Arroyo Group prepared a graphically rich vision document detailing catalytic developments, transportation changes, streetscape improvements, implementation strategies and other actions that can be undertaken to help the new mixed-use zones transform into a livable and productive part of the community. Detailed traffic analysis were conducted to evaluate how trucks could be moved away from mixed-use zones and toward other routes. . These changes and improvements detailed in the vision document aim to improve the experience of living in Vernon for current and future Westside residents.



Freight rerouting plan for the City of Vernon

City of Inglewood, CA

Inglewood Transit Oriented Development Plans and Design Guidelines (Ph I 2015-2016, PH II 2016-2021)

Housing Element, Inclusionary Zoning Ordinance and Objective Design Standards (2021-2024)

Project team: Philip Burns, Anton Anderson, Margaret Muñoz, William Bowser, Ian Dickerson (Sasaki)

Reference:
Bernard McCrumby,
Planning Manager
(310) 412-5230
bmccrumby@cityofinglewood.org

The Arroyo Group team prepared transit-oriented development plans for four Metro station areas in the City of Inglewood. The plan for Downtown Inglewood and Fairview Heights stations was adopted unanimously by City Council in December 2016, while the plans for Westchester/Veterans and Crenshaw stations were adopted in December 2021. The plans were developed with an extensive program of community participation including stakeholder interviews, a stakeholder's advisory committee appointed by the mayor, community workshops held at Inglewood's two largest churches, surveys and youth outreach at Inglewood High School. As a result of the TOD Plans, over 1,000 units have been entitled and/or constructed, including nearly 300 affordable units.

In 2023, The Arroyo Group completed the City of Inglewood's 2021-2029 Housing Element, which was notable because it relied on historical development trends to justify site inclusion and project affordability levels, rather than assuming 100% lower-income development on multifamily sites as many other jurisdictions did. Currently, The Arroyo Group is completing its work on two Housing Element Implementation tasks. Objective design standards related to fifteen different topics have been drafted to streamline housing approvals while ensuring pedestrian-friendliness, livability, and privacy. A carefully calibrated inclusionary zoning ordinance will increase affordable housing production, while decreasing processing time by clarifying density bonus procedures and creating a menu of no-questions-asked density bonus concessions.



The Astra Apartments, a new mixed use development within the Downtown Inglewood TOD Plan area.

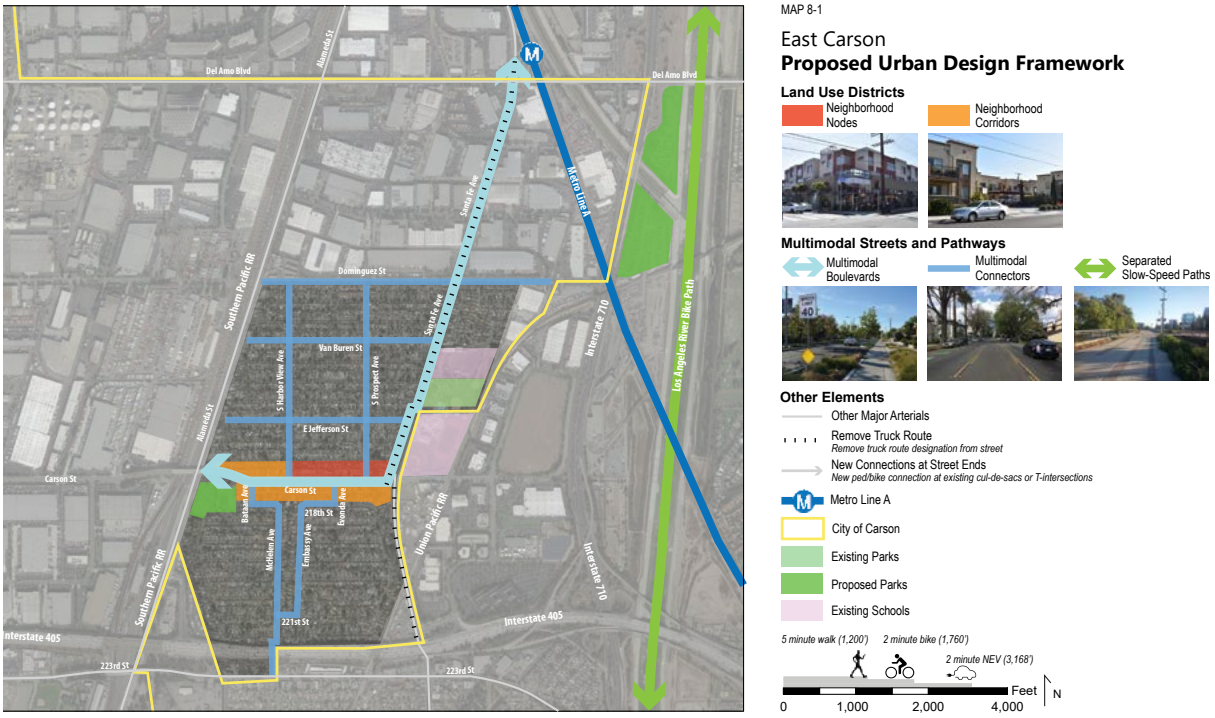
City of Carson, CA

Carson Neighborhood Mobility Area Plan (2018-2020)

Project team: Philip Burns, Sean Daly (Iteris)

Reference:
Alvie Betancourt
Former Planning Manager
Carson, CA 90745
ABetancourt@pico-rivera.org
(562) 801-4332

The Arroyo Group and Iteris developed a land use plan, streets/streetscape plan and programmatic mobility improvements in suburban residential areas ("neighborhood mobility areas") to reduce vehicle miles traveled and increase access to neighborhood services via alternatives to the automobile. The land use plan designates the creation of "neighborhood nodes" which concentrate business activity, while the streets and streetscape plan link them to neighborhoods through a network of low-stress routes for pedestrian and bicycle activity. Sufficiently protected from the frequent trucks which serve this industrial City. Recommendations are also made on the latest topics in mobility, including bikeshare/scootershare, curb space utilization, and neighborhood electric vehicles. The plan draws heavily on academic research regarding VMT reduction, and the estimated effectiveness of these strategies are quantified through travel modeling. Recommendations were incorporated in the City's General Plan.







Confidential Client | Los Angeles County, California

Confidential Redevelopment & Specific Plan (2023)

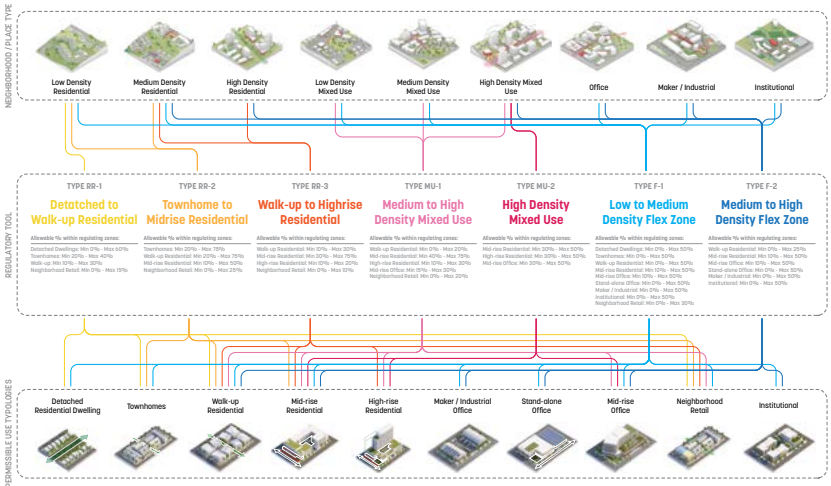
Project team: (Sasaki), Ian Dickenson

Sasaki is serving as master planner and lead consultant for the repositioning of a large and geographically complex urban remediation site in Southern California. The site's complexity derives from abrupt changes in terrain elevation, earthquake fault zones, and the bisection of the site by a major boulevard in a sunken right-of-way.

This is compounded by a complex network of mineral extraction rigs, some more productive than others, as well as pipelines serving the rigs. The development project requires a sophisticated rig deaccessioning strategy, which in turn impacts project phasing considerations.

Sasaki's approach has been to conduct a rigorous analysis of topography, site access, rig location and productivity, and other conditions, to derive a clear picture of the land and its opportunities. To achieve this picture, Sasaki Strategies created a bespoke web-based tool that allows the consultant and client teams to game out different scenarios of decommissioning, so as to understand where, economically, the first phases of the development project will make the most sense.







THE ARROYO GROUP

Philip Burns, AICP
Principal & Project Manager

EDUCATION

BA, Urban Studies
Brown University
MA, Planning
University of Southern California

AREAS OF EXPERTISE

- Community engagement and public participation
- Housing Policy
- Zoning
- Active transportation
- Bilingual (English/ Spanish)

Philip Burns is Managing Principal and project manager at The Arroyo Group. Philip directs and manages the firm's Master/Specific planning practice, having led the preparation of ten such plans over the past several years. His particular areas of expertise include land use planning/zoning, housing policy, and bilingual community engagement. He also has extensive experience working on and or managing staff or consultants in the areas of urban design, transportation (particularly active transportation and traffic studies), economics, infrastructure and environmental clearance.

Possessing a variety of technical skills, Philip often manages multidisciplinary teams and serves as primary agency point of contact for complex planning projects. His management experience includes:

- ***Inglewood Transit-Oriented Development Plans.*** Philip served as project manager for TOD Plans for two Metro stations and project planner for two others. Together the plans provide for 8,000 new housing units and 10,000 new jobs. He led the development of the City of Inglewood's 6th cycle Housing Element, Objective Design Standards, and an Inclusionary Zoning Ordinance throughout the city.
- ***Heart of Norwalk Vision/Specific Plan.*** Philip served as project manager, leading The Arroyo Group in its' preparation of the Heart of Norwalk Vision Plan which articulated a clear, consensus-driven direction for the San Antonio Village and Firestone Corridor, two aging areas in Norwalk's core. The Specific Plan establishes three vibrant districts in the Heart of Norwalk.
- ***Metro Foothill Gold Line Extension Phase 2B First/Last Mile Planning***. Philip led this active transportation project which involved extensive coordination and negotiation between the five local city governments, Metro and the Foothill Gold Line Construction Authority. Philip oversaw and conducted thirty outreach events which garnered comments from over 1,500 people, and guided the design process.
- ***Vernon Mixed-Use Specific Plan.*** Philip managed this controversial project to introduce housing into the "exclusively industrial" city of Vernon, which needed to grow its population to ensure stability of the municipal government. The project included a customized new zoning system, extensive traffic analysis and roadway design, intensive stakeholder outreach, and conceptualization of several catalytic site developments, including the repositioning of the Civic Center into a mixed-use, mixed-income hub for the community.

A native of Southern California, Philip is Chair of the Congregational Land Committee of Making Housing and Community Happen (MHCH). Philip is also a member of the Pasadena Planning Commission and Mayor's Housing Task Force. He is fluent in Spanish after having served in the Peace Corps and International Organization for Migration in Guatemala for four years.



THE ARROYO GROUP

Lance Lowrey, ASLA
Placemaking Sr. Associate

EDUCATION
BS, Landscape Architecture
Colorado State University

AREAS OF EXPERTISE
- Urban Design
- Landscape Design and Open Space Planning

Lance has 20 years of professional experience in the fields of Landscape Architecture, Urban Design, and Planning. His work has spanned a broad range of project types and scales, with experience and thought leadership both nationally and internationally, garnering numerous state and national awards over his professional career.

Recent work in Orange, San Marino, South Pasadena, and Glendora focused on enhancing downtown areas and overall visitor experience. Strategies included expanding pedestrian connections, diversifying open space types, and analyzing programming to reach broader user groups. Collaborated with economic partners to add targeted placemaking supported by adjacent development, and with transportation teams to 'right size' streets, reclaiming underutilized roadway space for pedestrian use. Brings strong experience in detailed design, using specificity in form, materiality, and detailing to inform planning-level work.

Selected experience:
- ***Compton Station Specific Plan.*** As urban design lead on this project, Lance developed the concept for the "Compton Walk," a funded complete streets and placemaking redesign of Compton Boulevard creating spaces to showcase past, present and future creatives in Compton.
- ***South Pasadena Slow Streets.*** Lance directed several stages of this project to explore the complete streets redesign of historic Mission Street and upgrade pandemic-era parklets.
- ***Orange Plaza Paseo Streetscape Study.*** Lance designed a seasonal pedestrian-only zone along Glassell Avenue in the historic Old Town Orange district, drawing upon a pandemic-era road closure.



THE ARROYO GROUP

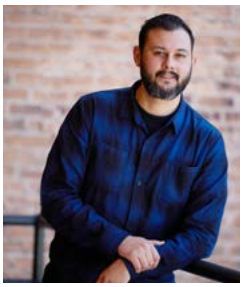
Anton Anderson
Senior Associate,
Community Engagement

EDUCATION
BA, Computer Science and Visual Arts, Dartmouth College

AREAS OF EXPERTISE
- Strategic planning
- Technology/social media
- Community outreach

Anton brings over 30 years of technology and design experience, with 15+ years collaborating with The Arroyo Group. He has led social media strategies in Inglewood, Norwalk, and Compton, and facilitated public workshops. A regional native, Anton draws on personal experience to engage in discussions on land use, revitalization, and gentrification. He has developed tech strategies, custom software, and executive IT support for various organizations, and has presented at industry events since 1990.

Selected experience:
- ***Compton Station Specific Plan.*** As part of The Arroyo Group team, in conjunction with city staff, this project explores actionable opportunities to add higher density and low income housing, cultural and entertainment destinations, and open space using first-last mile concepts to increase accessibility to Compton Station and activating the station area. Anton facilitated outreach conducted via community events, paper and online surveys, and Instagram. He was also one of the presenters for in-person and virtual workshops and stakeholder outreach.
- ***The New Downtown Inglewood.*** Anton worked as part of The Arroyo Group Team to prepare Form Based Concept Plans and TOD Overlay Zoning for the City of Inglewood. Anton helped lead stakeholder workshops, public forums, and managed the social media outreach for the project
- ***The Heart of Norwalk.*** Anton coordinated outreach and introducing concepts of proposed mixed-use housing and complete streets in the center of the city. In particular, Anton led the Instagram campaign which resulted in robust engagement of the community's young people.



THE ARROYO GROUP

William Bowser
Associate

EDUCATION
BA, Architectural Design
Academy of Art University

AREAS OF EXPERTISE
- Modeling
- Site planning
- Architecture

William's role at the Arroyo Group involves site planning and design, graphic representation through drafting and 3D modelling as well as supporting community meetings and presentations. He has worked on a variety of project scales from parklets to district scale planning.

William possesses a bachelor's degree in architectural design from Academy of Art University in San Francisco. While studying he was also involved through the conceptual and development phases working towards securing planning approvals on several San Francisco housing projects and other land use projects in Northern California.

Selected experience:
- ***Vernon Mixed-Use Specific Plan:*** William provided drafting and 3D modelling support during the Vernon Mixed-Use Specific Plan process.
- ***Orange Plaza Paseo Streetscape Study:*** William provided drafting and 3D modelling support for the envisioning of a seasonal pedestrian-only zone along Glassell Avenue in the historic Old Town Orange district. William also supporting community engagement efforts during this project.
- ***Congregational Land Campaign for Affordable Housing:*** William has conducted site planning studies for potential affordable housing developments on several different sites owned by congregations.
- ***South Pasadena Slow Streets:*** William provided design and 3D modelling support in several stages of this project to explore the complete streets redesign of historic Mission Street and upgrade pandemic-era parklets.



THE ARROYO GROUP

Margaret Muñoz
Associate

EDUCATION
MA, Urban Planning
University of Southern California
BA, Urban Studies
Haverford College

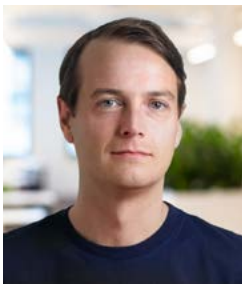
AREAS OF EXPERTISE
- Community engagement and public participation
- Affordable housing policy
- Zoning

Margaret's work with The Arroyo Group involves writing code amendments, writing housing elements, writing vision plans, visioning affordable housing on congregational and institutional land, planning and hosting community engagement activities, and working on affordable housing initiatives such as congregational land overlay zones.

A native of the Pasadena area, Margaret studied Urban Studies at Haverford College, including a semester studying in Berlin. At the University of Southern California, she concentrated in housing and real estate development, through which she developed a strong background in policy that incentivizes affordable housing development. Additionally, Margaret has experience organizing in communities across Los Angeles County to help address Southern California's housing crisis.

She earned a Bachelor's Degree in Urban Studies from Haverford College, as well as a Masters in Urban Planning from the University of Southern California.

Selected experience:
- ***Inglewood Housing Element:*** Margaret wrote served as lead writer and analyst for the City of Inglewood's Housing Element. This process included the identification of sites to accommodate more than 7,000 housing units, analysis of the City's policies and practices to affirmatively further fair housing, and extensive community engagement.
- ***The Heart of Norwalk Specific Plan:*** Margaret serves in a supportive role for the Heart of Norwalk Specific Plan. This process included the creation of map exhibits, analysis of residential and commercial capacity, examination of existing conditions, the crafting of new zoning districts, and extensive community outreach.
- ***Congregational Land Campaign for Affordable Housing:*** Margaret conducts the zoning research in the preparation for feasibility studies to ensure zoning compliance for all congregational land projects.



SASAKI

Ian Dickenson
Associate

EDUCATION
BS, Architecture
Arizona State University

AREAS OF EXPERTISE
- Architectural Design
- Urban Design

Ian is an associate principal architect/Sasaki' s in our Los Angeles Studio. He is responsible for heading a diverse array of firm initiatives, including leading design teams, project and firm strategy, creative direction, and carrying out research agendas.

Ian has delivered numerous complex, award-winning projects on time and within budget, including large mixed-use developments, civic and institutional work, campus buildings and master planning, affordable housing, and community led advocacy and policy projects. This diverse range of pursuits is bound by a process that engages the deeper underlying context of a project, focused on how broader societal and cultural influences can be translated to inform the built environment.

Selected experience:
- ***Vernon Mixed-Use Specific Plan*** Ian led the architecture component of the Westside Specific Plan in Vernon, California. This process included the identification of existing assets viable for redevelopment and an incremental development strategy for vacant and underutilized projects.
- ***Inglewood Objective Design Standards.***
- ***City of Vernon Westside Specific Plan; Vernon, California***
- ***Culver City Streetscape Standards; Culver City, California***
- ***City of Beverly Hills Rodeo Drive Reimagined; Beverly Hills, California***
- ***City of West Hollywood Housing Element Implementation; West Hollywood, California***
- ***Isla De Los Angeles Supportive Housing; Los Angeles, California***
- ***Isla Intersections; Los Angeles, California***



SASAKI

Surbhi Agrawal
Data Analyst

EDUCATION
MA, City Planning
Massachusetts Institute of Technology

MA, Science Urbanism
Delft University of Technology, Netherlands

AREAS OF EXPERTISE
- Data Collection
- Sustainable Solutions

Surbhi is an urban data analyst and planner specializing in geospatial data science and remote sensing. She focuses on equitable, sustainable solutions for built environment challenges, combining data-driven insights with community-centered innovation.

At Sasaki, she leads geospatial efforts, with projects ranging from analyzing environmental sensor data in Detroit to mapping urban heat islands in Los Angeles. She graduated from the Master in City Planning Program at MIT with a focus on Urban Science. She has a background in Urbanism and Architecture and has previously worked as a Planning and Technology Consultant for City Governments, Civic Innovation Agencies, and Consulting Practices in San Francisco, New York, Amsterdam, Nairobi, Mumbai, Hanoi, and Colombo.

Selected experience:
- ***Bedrock Urban Sensing; Detroit, Michigan***
- ***Dredge for Change, United States***
- ***City of Denver Parks and Recreation Asset Inventory & Condition Assessment; Denver, Colorado***
- ***City of West Hollywood Housing Element Implementation; West Hollywood, California***
- ***Great Rivers Greenway Master Plan; St. Louis, Missouri***
- ***LA Heat Equity Mapping; Los Angeles, California***
- ***Miami Valley Regional Planning Commission Resiliency Tool; Central Ohio***
- ***NYC Digital Equity Neighborhood Vision; New York, New York***



KOSMONT COMPANIES

Ken K. Hira
President & Principal Advisor

EDUCATION
Bachelor of Economics and Business, UCLA

AREAS OF EXPERTISE
- Economic Development
- Market and Land Use Analysis/Strategies
- Public Private Projects

Mr. Ken K. Hira serves as President for Kosmont Companies. An expert in real estate and economic development, Mr. Hira brings over 30 years of varied experience in virtually every aspect of acquisition, entitlement, development, financing, asset management, disposition, downtown revitalization, and strategic plans. His strengths include a keen understanding of retail trends, business retention/attraction, negotiating public-private transactions and implementing blended-use projects that revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President and mixed-use developer, Mr. Hira managed a portfolio of over $100 million of retail sites, while operating the commercial division of the company. Prior to this, as Managing Director of Acquisitions for a development company and Vice President of Development at a development firm, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating $60 million of value in ground-up development and redevelopment and was responsible for 800,000 square feet of retail entitlement, design and development.

Selected experience:
- ***City of Norwalk, Norwalk, CA - Served as Principal Advisor / Project Manager:*** Economic Development Opportunity Plan, Heart of Norwalk Specific Plan, Public Private Project
- ***City of San Dimas, San Dimas, CA - Served as Principal Advisor:*** Downtown Specific Plan Market Analysis / Economic Development Strategy
- ***City of Tustin, Tustin, CA - Served as Principal Advisor:*** Market Analysis for Specific Plan



KOSMONT COMPANIES

Fernando Sanchez
Vice President & Project Manager

EDUCATION
Master of City Planning, Univ. of Pennsylvania, (focus: public and private real estate development)

BA of Arts, Princeton University

AREAS OF EXPERTISE
- Market Analysis
- Economic Development Strategies

Mr. Fernando Sanchez is a Vice President with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility studies of new infrastructure financing districts, including Enhanced Infrastructure Financing Districts (EIFDs).

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

Selected experience:
- ***City of Norwalk, Norwalk, CA - Served as Project Support / Data Manager:*** Economic Development Opportunity Plan, Heart of Norwalk Specific Plan, Public Private Project
- ***City of San Dimas, San Dimas, CA - Served as Project Support / Data Manager:*** Downtown Specific Plan Market Analysis / Economic Development Strategy – sub to Interwest
- ***City of El Monte, El Monte, CA - Served as Project Support / Data Manager:*** Economic Development Opportunities Plan



ITERIS

Deepak Kaushik, PE
Principal Engineer

EDUCATION
BS, Civil Engineering, University of California, Irvine, 2001

AREAS OF EXPERTISE
- Transportation Planning
- Multimodal Planning
- Travel Demand Modeling
- Transit

Mr. Kaushik serves as a Principal Engineer for Iteris' Mobility Consulting Solutions and has been with the firm since 2008. He has over 22 years of transportation planning and engineering experience, which includes transportation systems analysis, multimodal mobility planning, highway operations, traffic safety, and travel-demand modeling. He enjoys the technical aspects of the projects he manages, but also embraces the interaction with stakeholders, city officials, and the public. Most of all, he welcomes the challenge of finding solutions that improve mobility for all users.

Selected experience:
- ***Compton Station TOD Specific Plan, City of Compton:*** Served as a Project Manager leading the evaluation of traffic and parking for the Compton Station TOD Specific Plan (and PEIR). His role included preparing a parking study as well as a traffic impact analysis in support of the environmental documentation (PEIR), which included both VMT analysis and intersection-level LOS analysis to measure localized congestion effects.
- ***Eastern Avenue Multimodal Transportation Improvements, City of Los Angeles:*** Served as Project Manager for the Eastern Avenue Multimodal Transportation Improvements project in the City of Los Angeles, leading the traffic and parking evaluation.
- ***Slauson Corridor Transit Neighborhood Plan (TNP), City of Los Angeles:*** Led the preparation of a transportation analysis as part of an EIR addendum. The City's travel demand model was used to estimate vehicle miles travelled (VMT) per service population.



ITERIS

Sean Daly, AICP, PTP
Senior Manager

EDUCATION
MCP, City Planning, University of Pennsylvania, 2002

BA, Geography, University of California, Los Angeles, Minor in Public Policy, 1998

AREAS OF EXPERTISE
- Transportation Planning
- Traffic Engineering & Operations
- Goods Movement

Mr. Daly is a Senior Manager for Iteris' Mobility Consulting Solutions. He has 21 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus to bring professional planning services to his clients through a broad array of knowledge, expertise, and experience.

Selected experience:
- ***CEQA Adaptive Mitigation Program, VCOG:*** Served as Project Manager leading development of a regional adaptive management program for transportation to streamline the CEQA process by providing a wider range of VMT reduction strategies and mitigation options, consistent methodology and standards for VMT reduction analysis and monitoring, credible substantial evidence for CEQA transportation analysis, and an in-lieu fee mechanism.
- ***Valley Blvd Transportation Improvement Project, City of Los Angeles:*** Project Manager and Traffic Analysis Lead for the Valley Blvd Multi-Modal Transportation Improvement Project which envisions transformative corridor improvements for all modes of transportation, including auto, bus, bicycle, and pedestrian activities along the corridor.
- ***General Plan and Specific Plan Circulation/Mobility Elements:*** Led technical tasks for the development of the following General Plan Circulation/Mobility Elements:
  - City of Ojai (in development)
  - City of Moorpark
  - City of Ventura (in development)
  - City of Santa Barbara (in development)
  - City of Manhattan Beach CA
  - City of Long Beach CA



SHERWOOD DESIGN ENGINEERS

Jimmy Galvez, P.E.
Principal, Main Point of Contact

EDUCATION
B.S. in Civil Engineering
California Poly State University

AREAS OF EXPERTISE
- Site Utility and Grading
- Stormwater Management
- Adaptive Reuse
- Bilingual (English/ Spanish)

Jimmy Galvez has extensive depth of design experience on projects at the residential, commercial, mixed use, streetscape and public right of way, institutional/higher education campus scale and neighborhood district-scale throughout California, Oklahoma, Colorado, Texas, Louisiana, Latina America and the Middle East . He has served as project lead in coordination with owner representatives, government agencies, multi-disciplinary design teams, contractors, and other stakeholders for clients in both the private and public sectors. He has been responsible for site design from early concept planning to the preparations of construction and permitting documentation including specifications, cost and bond estimates and constructions administration for a variety of land development protects.

Selected experience:
- ***West LA Vision Plan:*** Completed the initial stage for the vision of a 50 acre area in west Los Angeles assessing all utility and roadway infrastructure including consideration and assessment of impacts for the 7 existing local and regional bus lines with routes in and around future development.
- ***LA Union Station & Esplanade:*** Directed stormwater management strategies to support the adpation of the existing parking lot along the frontage into a visionary courtyard esplanade that enhances the pedestrian experience.
- ***LA Metro - ESFV Climate Adaptation Plan:*** Led the study of the 9.1 mile East San Fernando Valley corridor to assess the impact of climate change on station user experience.
- ***Main and Naud Redevelopment:*** As part of the campus redevelopment Jimmy led the infrastructure adaptive reuse strategies.



IMPACT SCIENCES

Jessica Kirchner, AICP
Principal in Charge

EDUCATION
Masters in Urban Planning, University of Southern California
Bachelors in Journalism, Rutgers

AREAS OF EXPERTISE
- CEQA/NEPA Compliance
- Senior Review
- Corporate Comitment

Jessica will serve as the Principal in Charge and will be responsible for corporate commitment. Jessica has 20 years of broad experience in environmental analysis. She has contributed to the preparation of environmental impact analysis under both CEQA and NEPA for both public and private development projects covering a diverse range of land uses. Impact analyses prepared by Jessica include Initial Studies, Mitigated Negative Declarations, and EIRs (draft, final, supplemental, subsequent, and addenda), as well as SCEAs, Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions. She has also prepared Findings of Fact, Statements of Overriding Considerations, and MMRPs. She has prepared environmental justice analyses and health impact assessments for major transportation projects in Southern California and the Central Valley.

Selected experience:
- ***City of Bell Environmental Justice Element, Health & Safety Element, Addendum to the Certified EIR for the 2030 Comprehensive General Plan Update and Bicycle Master Plan.*** As Principal in Charge, Jessica worked closely with The Arroyo Group and the City to develop policies reflective of the City's background and need.
- ***County of Los Angeles Environmental Documentation for Four Housing Ordinances***. As Principal in Charge, Jessica was responsible for project oversight, project management, and QA/QC.
- ***Southern California Association of Governments 2020 Connect SoCal Regional Transportation Plan / Sustainable Communities Strategy Program EIR.*** As Principal in Charge, Jessica oversaw preparation of the environmental document, reviewed subconsultant deliverables for technical accuracy, and represented the team at project and public meetings.

Conflict of Interest Statement - The Arroyo Group possesses no conflicts of interest with regard to this proposal.

Cost Proposal

The Arroyo Group Team proposes to complete all grant-eligible tasks in the Proposed Statement of Work on an a time-and-materials basis not to exceed the grant amount of $673,000. Milestone costs are given in the targets listed for each task in the rightmost column. Environmental documents will additionally be completed for a not-to-exceed cost of $40,340 for an addendum of $113,440 for an EIR.

Hourly billing rates and an anticipated hourly breakdown are provided to the right. Costs for additional services will be bases on the rates cited in this Table, plus CPI escalation. Non-labor costs for the project include Budgeted traffic counts for (10) intersections, parking counts, two (2) professional renderings, printed materials for community outreach events, and travel to the site. All reimbursable expenses will be billed at cost, with mileage billed at IRS rates.

Budget -
Santa Fe Springs Downtown Specific Plan

	THE ARROYO GROUP								SASAKI							KOSMONT							ITERIS							SHERWOOD ENGINEERS							IMPACT SCIENCES							TEAM
	PLANNING, ENGAGEMENT	Principal / PM		Sr. Assoc - Outreach	Sr. Assoc - Placemaking	Associate - Design	Associate - Planning		URBAN DESIGN	Associate Principal		Sr Assoc III	Sr Assoc III	Data Analyst		ECONOMICS	Ken K. Hira, President		Ryan Aubry Sr Advisor	Fernando Sanchez	Adira Straulber Project Analyst		TRANSPORTATION	Principal Engineer	Senior Planner	Sean Daly Associate	Associate Engineer	Assistant Engineer		INFRASTRUCTURE	Principal	Jimmy Gomez Associate	Principal	Project Manager	Design Engineer II		ENVIRONMENTAL	Principal,	Jessica Kirchner Assoc Principal,	Pomeroy	SR PM, Perrine Tech Sp,	Williams Planner,	Gerdeshew	
		$215		$160	$160	$120	$120			$300		$225	$225	$165					$425	$395	$295	$195			$270	$250	$185	$165			$285	$260	$220	$195			$310	$260	$200	$170	$160		
TASK 1: PROJECT ADMINISTRATION								**$20,720**							**$4,800**							**$11,625**						**$3,320**						**$0**							**$0**	**$37,145**
1.1 Kick-Off Meeting and Action Plan		8	4	4	4	8		$4,440		4					$1,200		3	3	3	3		$3,930						$0						$0							$0	$9,570
1.2 Coordination Meetings		36				48		$13,500		12					$3,600		7	4	8	4		$7,695		6	4	2	2	$3,320						$0							$0	$24,795
1.3 Quarterly Caltrans Meetings		8				8		$2,680		0					$0							$0						$0						$0							$0	$2,680
Non-Labor								$100							$0							$0																				$100
TASK 2: EXISTING CONDITIONS ANALYSES								**$28,820**							**$21,960**							**$7,520**						**$13,530**						**$30,875**							**$8,000**	**$97,175**
2.1 Land Use and Urban Design		28		8	40	50		$18,100		18	12	84			$21,960							$0						$0			2	6	6	$3,010							$0	$43,070
2.2 Existing Infrastructure Conditions		8			8			$2,680							$0							$0						$0		1	12	36	72	$25,365							$0	$28,045
2.3 Existing Transportation Conditions		8			8			$2,680							$0							$0		8	6	12	20	$9,180						$0							$0	$2,680
2.4 Existing Environmental Conditions		8			8			$2,680							$0							$0						$0						$0		2	8	10	10	10	$8,000	$10,680
2.5 Market Study		8			8			$2,680									2	3	10	13		$7,520						$0													$0	$10,200
Non-Labor								$0							$0							$0						$4,350						$2,500							$0	$2,500
TASK 3: COMMUNITY ENGAGEMENT								**$64,520**							**$16,310**							**$0**						**$0**						**$0**							**$0**	**$80,830**
3.1 Community Engagement Plan		4	2			10		$2,380							$0							$0						$0						$0							$0	$2,380
3.2 Direct Community Outreach		6			50	64		$14,970							$0							$0						$0						$0							$0	$14,970
3.3 Business and Property Owner Outreach		12				16		$4,500							$0							$0						$0						$0							$0	$4,500
3.4 Agency and Utility Outreach		12						$2,580							$0													$0						$0							$0	$2,580
3.5 Council Member Outreach		8			4	8		$3,160							$0																												
3.6 Stakeholders Advisory Committee		70			28	28		$21,770		12	4	22			$8,130							$0						$0						$0							$0	$29,900
3.7 Community Workshops		24	8		28	28		$13,160		8	4	22			$6,930													$0						$0							$0	$20,090
Non-Labor								$2,000							$1,250							$0																				$3,250
TASK 4: DEVELOPMENT OF LAND USE ALTERNATIVES								**$34,400**							**$33,600**							**$0**						**$19,240**						**$6,895**							**$0**	**$74,895**
4.1 Land Use Alternatives		40		40	80	40		$29,400		22	32	120			$33,600							$0		8	10	36	48	$19,240		5	3	16	6	$6,895							$0	$69,895
Non-Labor								$5,000							$0																												$5,000
TASK 5: MARKET DEMAND ANALYSIS								**$2,200**							**$0**							**$36,280**						**$0**						**$0**							**$0**	**$38,480**
5.1 Opportunity Site and Development Feasibility Analysis		8			4			$2,200							$0		12	30	34	40		$34,780						$0						$0							$0	$36,980
Non-Labor								$0							$0							$1,500																				$1,500
TASK 6: PREFERRED LAND USE ALTERNATIVE								**$17,540**							**$15,750**							**$10,575**						**$0**						**$0**							**$0**	**$43,865**
6.1 Preferred Land Use Alternative		20	4	20	20			$10,540		6	18	60			$15,750		5	8	10	12		$10,575						$0						$0							$0	$36,865
Non-Labor								$7,000							$0																											$0	$7,000
TASK 7: INFRASTRUCTURE DEVELOPMENT AND SERVICE								**$47,425**							**$10,380**							**$0**						**$11,890**						**$36,640**							**$0**	**$94,445**
7.1 Public Realm Infrastructure		55		55	120			$35,025		14	4	32			$10,380							$0		16	12	14	12	$11,890			4	16	12	$6,900							$0	$52,305
7.2 Utility Infrastructure		8			8			$2,680							$0							$0						$0		2	16	48	60	$26,990							$0	$29,670
7.3 Cost Estimates		8		20	40			$9,720																						2	2	4	4	$2,750								$12,470
Non-Labor								$0							$0																											$0	$0
TASK 8: DRAFT AND FINAL SPECIFIC PLAN								**$51,740**							**$22,365**							**$28,970**						**$0**						**$5,135**							**$0**	**$108,210**
8.1 Land Use Regulations and Development Standards		20			20	20		$9,100		4	8	24			$6,960							$0						$0						$0							$0	$16,060
8.2 Objective Design Standards		32			32	16		$12,640		16	8	5			$7,425							$0						$0						$0							$0	$20,065
8.3 Fiscal Analysis		2						$430									3	25	4	1		$12,525																				
8.4 Implementation and Financing Plan		16						$3,440									7	15	15	16		$16,445												$0								
8.5 Administrative Draft Specific Plan		16			60	60		$17,840							$0							$0						$0						$0							$0	$17,840
8.6 Further Draft Specific Plans		12			24	16		$7,380		6	4	32			$7,980							$0						$0						$0							$0	$15,360
8.7 Final Specific Plan		2			4			$910							$0							$0						$0		1	4	12	6	$5,135							$0	$6,045
TASK 9: ZONING CODE UPDATES								**$6,900**							**$0**							**$0**						**$0**						**$0**							**$0**	**$6,900**
9.1 Zoning Code Updates		12				36		$6,900		2	2	4			$0							$0						$0						$0							$0	$6,900
TASK 10: CEQA TECHNICAL STUDIES								**$6,890**							**$0**							**$0**						**$12,250**						**$3,635**							**$36,960**	**$47,485**
10.1 Development Capacity		6				18		$3,450							$0							$0						$0						$0							$0	$3,450
10.2 CEQA Transportation Analysis		4						$860																10	12	14	24	$12,250						$0							$0	$860
10.3 Air Quality and Greenhouse Gas Technical Study		4						$860																				$0						$0		4	16	80	22	$22,520	$23,380
10.4 Noise and Vibration Technical Study		4						$860																				$0						$0		4	16	40	14	$14,440	$15,300
10.5 Water Supply Assessment		4						$860																				$0		1	2	4	10	$3,635							$0	$4,495
TASK 11: PRESENTATION AND ADOPTION OF SPECIFIC								**$33,080**							**$10,450**							**$0**						**$60**						**$0**							**$40**	**$43,570**
11.1 Public Hearings		86			60	60		$32,890		16	10	20			$10,350							$0						$0						$0							$0	$43,240
Non-Labor								$190							$100							$0						$60													$40	$330
TOTAL CALTRANS FUNDED								**$314,235**							**$135,615**							**$94,970**						**$60,290**						**$83,180**							**$45,000**	**$673,000**
TOTAL CALTRANS FUNDED								**$314,235**							**$135,615**							**$94,970**						**$60,290**						**$83,180**							**$45,000**	**$673,000**
TASK 12A: ADDENDUM TO THE GENERAL PLAN PEIR								**$860**							**$0**							**$0**						**$0**						**$0**							**$39,480**	**$40,340**
12.A General Plan PEIR Addendum		4						$860							$0							$0						$0						$0		20	8	24	80	80	$39,480	$40,340
TOTAL WITH ADDENDUM								**$315,095**							**$135,615**							**$94,970**						**$60,290**						**$83,180**							**$84,480**	**$713,340**
TASK 12B: EIR								**$3,440**							**$0**							**$0**						**$0**						**$0**							**$110,000**	**$113,440**
12.A EIR		16						$3,440							$0							$0						$0						$0		40	20	80	200	265	$110,000	$113,440
TOTAL WITH EIR								**$317,675**							**$135,615**							**$94,970**						**$60,290**						**$83,180**							**$155,000**	**$786,440**

2025
PROFESSIONAL SERVICES AGREEMENT
With The Arroyo Group and City of Santa Fe Springs

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and The Arroyo Group (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 professional consulting services for the preparation of a Downtown Specific Plan (collectively, the "Project"); 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 August 19, 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 commencing from the Effective Date through June 30, 2027 (hereinafter, the "Term"). 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) additional one-year period at the 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 "REQUEST FOR PROPOSALS No. 25-13

Downtown Specific Plan" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "SANTA FE SPRINGS – DOWNTOWN SPECIFIC PLAN PROPOSAL" (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 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 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 Work 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 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.

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "CONFLICT OF INTEREST AND COST PROPOSAL" 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 **seven hundred thirteen thousand three hundred forty dollars ($713,340)** (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 René Bobadilla, P.E., City Manager (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 Philip Burns, AICP 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

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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 as follows:

Philip Burns, AICP, Principal-in-Charge, Team Project Manager, Planning Lead

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

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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.

E. [IF RELEVANT] Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall

procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

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 X. 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 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.

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 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.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein 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 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.

4.6 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.

4.7 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.

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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:
The Arroyo Group
40 E. Colorado Blvd, Suite B
Pasadena, CA 91105
Attn: Philip Burns, AICP
Phone: 323-382-2402

CITY:
City of Santa Fe Springs
Community Development
Department
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone: 562-868-0511 x7550
Attn: Cuong Nguyen

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

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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)

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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:

By:_____
René Bobadilla, City Manager

Date:_____

THE ARROYO GROUP:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Rick Olivarez, City Attorney

Date:_____

DRAFT

ITEM # 25

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **APPROVE AND ADOPT THE 2025 CITY OF SANTA FE SPRINGS ECONOMIC DEVELOPMENT OPPORTUNITIES PLAN (EDOP)**

DATE: August 19, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1) Review, approve and adopt the 2025 City of Santa Fe Springs Economic Development Opportunities Plan (EDOP), as prepared by Kosmont Companies;

2) Direct staff to begin implementing priority action items identified in the EDOP; and

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

FISCAL IMPACT

The preparation of the EDOP was funded through the Community Development Department's Fiscal Year (FY) 2024-25 budget. Implementation of the recommended strategies may require future budget appropriations, which will be presented to the City Council on a project-by-project basis.

BACKGROUND

In June 2025, Kosmont Companies completed the City's EDOP, fulfilling a 2040 General Plan implementation measure to identify strategies, tools, and opportunity sites for advancing economic development objectives.

The EDOP provides:

- A comprehensive market and demographic analysis;
- A SWOT (Strengths, Weaknesses, Opportunities, and Threats) assessment of eight strategic opportunity sites;
- Recommendations for targeted economic development tools; and
- An implementation roadmap aligned with the City's five key economic development goals: maintaining business strengths, business expansion/attraction/retention, meeting community and business needs, maintaining fiscal strength, and fostering public/private partnerships.

ANALYSIS

The EDOP identifies eight priority opportunity sites across Santa Fe Springs, including privately-owned properties and publicly-owned/Caltrans remnant parcels. These sites represent both near-term and long-term opportunities for new development, adaptive reuse, and revitalization.

Key findings include:

- Market Demand: Strong industrial/flex base (56.5 million sq. ft.), healthy commercial and multifamily markets, and projected demand for ~250 new upper midscale/upscale hotel rooms over the next decade.
- Challenges: Limited local dining/entertainment, absence of a centrally located grocery store, infrastructure repair needs, and complex permitting processes.
- Opportunities: Hotel development, re-tenanting older properties, adaptive reuse of industrial space, and targeted retail attraction.

The EDOP also outlines a range of economic development tools, including:

- Business Expansion, Attraction, and Retention (BEAR) strategies;
- Real estate strategies for publicly-owned land (Surplus Land Act compliance);
- Enhanced Infrastructure Financing Districts (EIFDs) and other tax increment tools;
- Value capture zoning and specific plan updates;
- Revenue replacement strategies (STAR*)®; and
- Pursuit of state and federal grant funding.

Kosmont recommends initiating BEAR strategies immediately, focusing on proactive business outreach, collaboration with property owners, targeted marketing at industry events, and streamlined permitting to attract and retain investment.

ENVIRONMENTAL

Approval of the EDOP is categorically exempt from the requirements of CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines, as it is reasonably foreseeable that the adoption of the EDOP will not result in direct or indirect physical changes in the environment, and therefore no further action is required pursuant to CEQA.

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Approval of the 2025 Economic Development Opportunities Plan will provide the City with a comprehensive framework to guide strategic economic development efforts over the coming years. The Plan identifies targeted opportunity sites, actionable strategies, and market-based tools designed to enhance the City's fiscal stability, diversify its economic base, and improve quality of life for residents and businesses.

Upon adoption, City staff will:

- Initiate implementation of the Business Expansion, Attraction, and Retention (BEAR) strategies as a priority action;
- Actively promote identified development opportunities through targeted marketing efforts, including participation in regional and national industry conferences;
- Engage property owners, brokers, and developers to advance redevelopment and re-tenanting opportunities on priority sites; and
- Provide periodic updates to the City Council on progress, including any recommended budget appropriations necessary to implement specific initiatives.

This measured, phased approach will ensure that implementation of the Plan is coordinated, fiscally responsible, and aligned with the City Council's long-term economic development objectives.

ATTACHMENT(S):

A. Resolution No. 9977
   Exhibit A - 2025 City of Santa Fe Springs EDOP

RESOLUTION NO. 9977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING AND ADOPTING THE 2025 CITY OF SANTA FE SPRINGS ECONOMIC DEVELOPMENT OPPORTUNITIES PLAN (EDOP) AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, the City of Santa Fe Springs ("City") recognizes the need for a comprehensive, data-driven framework to guide strategic economic development efforts and to advance the goals set forth in the City's 2040 General Plan; and

WHEREAS, in June 2025, the City's consultant, Kosmont Companies, completed the City's 2025 Economic Development Opportunities Plan ("EDOP"), attached hereto as Exhibit "A", which includes a market and demographic analysis, a SWOT assessment of eight strategic opportunity sites, recommended economic development tools, and an implementation roadmap; and

WHEREAS, the EDOP identifies opportunities to diversify the City's economic base, enhance fiscal stability, and improve the quality of life for residents and businesses through strategies such as Business Expansion, Attraction, and Retention ("BEAR") programs, targeted marketing, public-private partnerships, and infrastructure investment; and

WHEREAS, approval of the EDOP is not subject to the requirements of the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) Section 15061(b)(3), as the adoption of the EDOP does not approve any development, and it is reasonably foreseeable this action will not result in direct or indirect physical changes in the environment, and any subsequent development would be subject to environmental review pursuant to CEQA. Therefore, no further action is required pursuant to CEQA; and

WHEREAS, the City Council of the City ("City Council") has reviewed the staff report, the EDOP, and all related evidence presented in connection therewith; and

WHEREAS, the City Council desires to formally approve and adopt the EDOP to serve as a guiding document for future economic development efforts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference as substantive findings of the City Council.

SECTION 2. The City Council finds that approval of the EDOP is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3), it is reasonably foreseeable that the adoption of the EDOP will not result in direct or indirect physical changes in the environment, and therefore no further action is required pursuant to CEQA.

SECTION 3. The City Council hereby finds, based on substantial evidence in the record, including the staff report and testimony presented, that adoption of the EDOP is in the public interest, supports the implementation of the City's 2040 General Plan, promotes economic vitality, and provides a strategic framework to attract and retain businesses, stimulate investment, and enhance the City's fiscal sustainability.

SECTION 4. The City Council hereby approves and adopts the EDOP and directs staff to proceed with its implementation in accordance with the recommendations and priorities outlined in the staff report and supported by the findings herein.

SECTION 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this 19TH day of August 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____
Fernando N. Munoz, CMC
City Clerk

CITY OF SANTA FE SPRINGS

ECONOMIC DEVELOPMENT AND OPPORTUNITIES PLAN

JUNE 2025

2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245
TEL: 424-297-1070 | URL: www.kosmont.com

KOSMONT COMPANIES

Kosmont Companies ("Kosmont"), a real estate & economics advisory firm serving hundreds of cities and local governments for over 38 years, has been retained by the City of Santa Fe Springs ("City") to develop an Economic Development and Opportunities Plan ("EDOP").

- **Kosmont's expertise covers a full range of economics & real estate advisory services including:**
  - Market and Feasibility Analyses
  - Fiscal Impact & Economic Benefit Studies
  - Economic Development Strategies & Implementation
  - Business/Retailer & Developer Recruitment
  - Identification of Funding Sources & Financing Strategies
  - Public-Private Transaction Structuring & Negotiation
- **Winning track record of initiating and implementing projects for municipalities**
  - In-house team includes economists, registered municipal advisors, financial analysts, lawyers, real estate professionals, former city managers & economic development department heads
  - Extensive network of brokers, investors and market data for real-time information, and industry leadership

Disclaimer: The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Actual results may differ from those expressed in this analysis, as results are difficult to predict as a function of market conditions, natural disasters, pandemics, significant economic impacts, legislation, and administrative actions.

Note: If needed, Financial Advisory and Real Estate Brokerage services can be provided by Kosmont Transactions Services, Inc. (SEC / MSRB Registered Municipal Advisor) and Kosmont Real Estate Services, Inc. (Licensed Real Estate Brokerage Firm), respectively.

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EXECUTIVE SUMMARY

CITY OF SANTA FE SPRINGS – EDOP

EXECUTIVE SUMMARY
INTRODUCTION

- Kosmont was retained to develop an Economic Development and Opportunities Plan ("EDOP") that provides demographic and market analyses, along with economic development tools and action items that meet the City's needs and achieve the economic development goals outlined in the 2040 General Plan (adopted February 2022)
- For this assignment, Kosmont performed demographic and market research; spoke to City Staff and City Councilmembers to understand the strengths, challenges, and opportunities that face Santa Fe Springs; prepared a SWOT Analysis to highlight Strengths, Weaknesses, Opportunities, and Threats for development opportunity site areas; and outlined potential economic development tools and action items the City may consider to achieve its economic development goals
- Santa Fe Springs is a diverse and engaged community with a massive industrial/flex base (56.5 million square feet) and a large daytime workforce (~57,600 employees).
- Market data for commercial (retail, office, industrial/flex), multifamily residential, and hospitality (hotel) asset classes was culled from CoStar. The commercial and multifamily markets are healthy, exhibiting strong occupancies and there appears to be demand for ~250 new hotel rooms in an upper midscale / upscale class hotel flag
- Key challenges identified in our discussions include the following:
  - Limited dining and entertainment options (residents tend to leave the City when seeking these experiences)
  - Lack of a centrally located grocery store (options are on the perimeter of the City, away from where City residents live)
  - No weight limits for trucks lead to damaged roads; Need for street infrastructure repairs
  - Public safety concerns with businesses reporting robberies
- Despite its challenges, there are significant development opportunities present in the City. There is potential for hotel development, based on hotel chain interest, there are vacant/idle properties ready for redevelopment, and existing warehouses could be repurposed for large-scale indoor sports/entertainment complexes
- Based on feedback, Kosmont highlighted several economic development tools the City may use going forward. One such tool is to implement Business, Expansion, Attraction, and Retention ("BEAR") strategies. A few of the potential action items within BEAR include:
  - Proactively work with businesses & property owners to understand challenges/opportunities that may align with City's economic development goals
  - Maintain strong relationships with brokers/property managers
  - Explore re-tenanting/development opportunities with property owners to improve older/underutilized space
  - Attend and market development opportunities at ICSC and other conferences

EXECUTIVE SUMMARY
DEMOGRAPHICS

- Santa Fe Springs has 18,800 residents and 5,900 households
- With an average home price of $764,000, the City provides a more affordable option than other cities in Los Angeles County
- Average household income in Santa Fe Springs is $109,200, lower than Los Angeles County and California averages
- Santa Fe Springs experiences a notable influx of workers with ~60,600 workers commuting into the City for jobs, while ~7,400 residents travel outside for employment, resulting in a net inflow of ~53,200 workers
- The highest concentrations of employment in the City area along Telegraph Rd. and Florence Ave. in the northern section of the City. There are some additional areas of high employment in the southern portion of the City where major industrial facilities are located.
- Majority of employment is concentrated in wholesale trade and manufacturing, making up roughly 25% of the City's industries
- From 2012 to 2022, Santa Fe Spring's sales tax revenue grew 68% (5.3% per year), driven by post-COVID-19 recovery. A majority of the City's sales and use tax revenues come from business-to-business transactions
- Santa Fe Springs is not significantly exposed to hotel tax revenue risk, as transient occupancy tax (TOT) accounted for only 0.2% of the City's general fund revenues in 2022, compared to approximately 6% of general fund tax revenues for California cities on average
- City households collectively spend ~$159 million annually on retail goods and services, averaging ~$27,000 per household. Top spending categories include food at home (~$7,100 per household), food away from home (~$3,900 per household), and gas/motor fuel (~$3,000 per household)

EXECUTIVE SUMMARY
MARKET DEMAND ANALYSIS

- The Market Demand Analysis examined key market variables (e.g., inventory, vacancy, lease rates, absorption) across major asset classes (e.g., commercial [retail, office, industrial/flex], multifamily residential, and hospitality [hotel]), within three principal geographies: the City of Santa Fe Springs, a 5-mile radius from Telegraph Rd. and Norwalk Blvd. (reflective of the local market area), and Los Angeles County
- The Market Demand Analysis provided the following:
  - An examination of recent market trends for each asset class
  - Existing conditions for the most recent available quarter (Q2 2024) and historical trends over a 10-year span (2013-2023) in inventory, vacancy, lease rates, and absorption for each asset class
- Kosmont also observed the amount of commercial space greater than 40 years old that could potentially be replaced or reimagined (see adjacent table). For retail and office uses, it was estimated that approximately half of the 37% and 58% of space over 40 years old, respectively, could be replaced/reimagined. Given the strong industrial base of the City and strong demand for industrial uses, Kosmont estimates between a quarter and half of the 50% of industrial/flex space in the City could be replaced/reimagined
- The multifamily residential market is strong with 2.5% vacancy. Approximately 278 new apartment units and 50 townhomes have been built in the past 10 years. The City may consider increasing density to meet housing demand and Regional Housing Needs Assessment (RHNA) requirements (see adjacent table)
- The hotel market demand analysis showed there is demand for ~250 new hotel rooms in hotels of upper midscale class or higher in the local market area over the next ten years. If the proposed 120-room upper midscale/upscale hotel at the Norwalk Transit Village gets built, this would meet approx. 50% of the projected demand for new rooms

City of Santa Fe Springs		
Commercial Land Use	**% of Space 40+ Years Old**	**Est. SF to be replaced / reimagined**
Retail	37%	203,900 SF
Office	58%	311,300 SF
Industrial / Flex	50%	7.0 – 14.1 million SF

RHNA Allocation (City of Santa Fe Springs)	Number of Units
Very-Low Income (<50% AMI)	253
Low-Income (50-80% AMI)	159
Moderate Income (80-120% AMI)	152
Above-moderate Income (>120% AMI)	388
TOTAL UNITS	**952**

EXECUTIVE SUMMARY
OPPORTUNITY SITE AREAS AND SWOT ANALYSIS

- Eight Opportunity Site Areas with development / redevelopment opportunities were observed across the City, including five Caltrans remnant parcels
- For each area, Kosmont provided the following:
  - An area profile with an aerial map along with parcel information including current uses, size, zoning, and ownership
  - A Strengths, Weaknesses, Opportunities, and Threats ("SWOT") Analysis analyzing key features, constraints, and development opportunities
- The Caltrans remnant parcels, while offering strong visibility and an opportunity to assemble multiple parcels and develop a blend of uses (via a Conditional Use Permit), these parcels would need to be offered to State agencies first, then the City. Further, if the City were interested in purchasing the property, Caltrans requires there be a public use and to be purchased at market rate. If the City does not express interest, the parcel would be offered to the owner of the adjacent property
- The remaining three observed areas (Geezer's Restaurant, Maggie's Pub, and Goodman Logistics site) are privately-owned and are not subject to the Surplus Land Act, nor do they have to be offered to State agencies
  - Geezer's Restaurant provides a significant development opportunity as the owner may be interested in selling the property and there is interest from a hotel flag
  - While Maggie's Pub does offer a potential opportunity for residential or a hotel, it is hindered by it's Limited Manufacturing (ML) zoning and development outside of manufacturing or retail would require a zone change
  - The Goodman Logistics site would support the opportunity to create a large blended use (e.g., industrial and retail) project that would serve the local community or a larger industrial development with an economic benefit payment to the City

#	Opportunity Site Area	Timing
1	Maggie's Pub	Short-term
2	Geezers Restaurant	Short-term
3	Caltrans Remnant Parcel (E. Florence Ave. & Orr and Day Rd.)	Medium-term
4	Goodman Logistics Site (12801 Excelsior Dr. and 14420 Bloomfield Ave.)	Short-term
5	Caltrans Remnant Parcels (13320-13370 Firestone Blvd.)	Short-term
6	Caltrans Remnant Parcels (Freeway Dr.)	Long-term
7	Caltrans Remnant Parcels (Adjacent to Dynasty Hotel)	Medium-term
8	Caltrans Remnant Parcel (Valley View Ave. & Firestone Blvd.)	Medium-term

EXECUTIVE SUMMARY
STAKEHOLDER OUTREACH

- **Strong, Engaged Community & Leadership:** The City is known as "small but mighty," with a diverse population and a City Council actively working to strengthen the local economy and foster community development
- **Robust Industrial Base with Infrastructure Challenges:** A large daytime workforce highlights the City's industrial strength, but heavy trucking contributes to road damage—currently without regulations or repair funding mechanisms
- **Redevelopment Potential on Underutilized Land:** Vacant and abandoned properties offer opportunities for strategic redevelopment, including hotels and mixed-use projects
- **Limited Local Retail & Dining Options:** Residents often travel outside the City for shopping and entertainment, indicating unmet demand for more diverse retail, dining, and grocery services
- **High-Impact Development Prospects:** Stakeholders view hotel development as a key opportunity, with interest from major chains and potential to increase TOT revenues
- **Olympics-Driven Facility Development:** Vacant or underused industrial facilities could be transformed into sports or recreational facilities in preparation for the upcoming Olympic Games
- **Challenges in Business Environment:** A slow and complex permitting process is seen as a barrier to investment and new development
- **Opportunities for Public-Private Partnerships:** Streamlining regulations and offering incentives could unlock new projects, including hospitality, dining, and retail ventures

EXECUTIVE SUMMARY
ECONOMIC DEVELOPMENT GOALS AND POLICIES FROM 2040 GENERAL PLAN

- The 2040 General Plan outlined five key economic development goals and associated policies to achieve these goals. The table to the right describes the goals and the policies
- These economic development goals, along with data gathered and information provided by City staff and key stakeholders will inform the economic development strategies and action items outlined in the EDOP

#	2040 General Plan Econ. Dev. Goal	Policies
1	Maintain Business Strengths	• Econ. dev. branding and marketing • Incentivize commercial activities while minimizing costs of increased truck traffic • Invest in strategic infrastructure • Recruit economic development staff • Streamline permitting processes
2	Business Expansion, Attraction, and Retention ("BEAR")	• Business outreach for potential retention/expansion and target top sales tax producers • Encourage entrepreneurial training • Target key industries that would benefit from being in Santa Fe Springs • Establish workforce devt programs
3	Meeting Community and Business Needs	• Targeted tenant recruitment • Downtown development program • Consider mixed-use development and viability of a hotel • Promote and expand businesses, including entertainment and hospitality along the I-5 corridor
4	Maintaining Fiscal Strength	• Assess the costs / benefits of alternative point of sale • Maximize development and revenues of restaurant businesses • Maximize Transient Occupancy Tax ("TOT") as part of development strategy • Provide targeted economic incentives and investigate additional revenue sources
5	Public / Private Partnerships	• Develop local business partnerships and coordinate with community-based and regional organizations • Workforce development

EXECUTIVE SUMMARY
ECONOMIC DEVELOPMENT TOOLS, ACTION ITEMS, AND NEXT STEPS

- As part of the City's long-term economic goals, Kosmont has highlighted several economic development strategies:
  - Real Estate Strategies for Privately-Owned Properties, including Business Expansion Attraction and Recruitment ("BEAR")
  - Real Estate Strategies for Publicly-Owned Property
  - Tax Increment Financing ("TIF") Districts (currently being analyzed)
  - Value Capture Zoning / Specific Plan
  - Revenue Replacement Tools
  - Grant Funding from Federal and State sources available to jurisdictions focused on infrastructure, energy, and climate-focused investment and projects
- Based on our review of the City's economic development goals, the analysis of development opportunity site areas, and conversations with City Staff and City Councilmembers, Kosmont suggests the City focus on implementing BEAR strategies as an immediate next step
- The implementation of BEAR strategies will assist in maintaining business strengths, addressing business and community needs, maintaining fiscal strength through attracting new businesses (e.g., hotel will yield higher TOT revenues), and developing stronger relationships between the City and private sector
- Potential action items the City could consider are outlined in the adjacent table
- Next steps going forward include actively marketing development opportunities at conferences, such as ICSC, and continuing conversations with interested parties, such as hotel flags

Econ. Dev. Strategy	Potential Action Items
Business Expansion, Attraction, and Retention ("BEAR")	1. Proactively work with businesses and property owners to understand challenges/opportunities that may align with the City's economic development goals. Consider monthly outreach or town halls with this community to better understand their needs 2. Maintain a strong relationship with brokers and property management community in the City to stay abreast of challenging market conditions and provide support for major vacancies 3. Collaborate with property owners to explore re-tenanting or development opportunities on older/underutilized existing space 4. Attend and market development opportunities at ICSC and other conferences with retail, residential, and hotel development presence 5. Develop technical assistance and business incentive programs to support emerging businesses in major corridors as well as centers with ongoing vacancy challenges 6. Streamline processes and requirements to appeal to existing and future businesses. 7. Evaluate grants/incentive programs to attract/retain firms



1. OPPORTUNITY SITE AREAS AND SWOT ANALYSIS

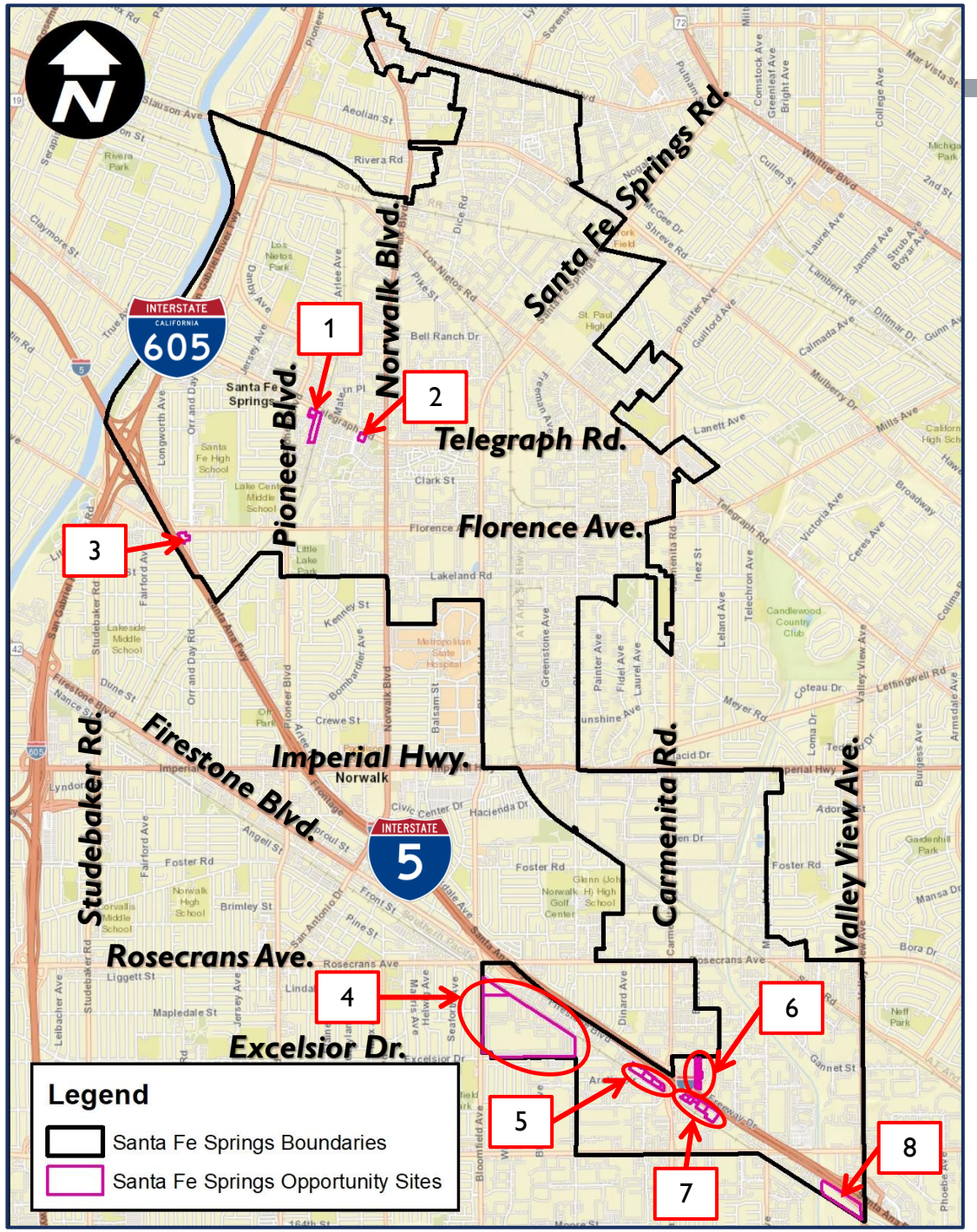
CITY OF SANTA FE SPRINGS – EDOP

SUMMARY
OPPORTUNITY SITE AREAS AND SWOT ANALYSIS

- Opportunity Site Areas in Santa Fe Springs consist of key areas, including several Caltrans remnant parcels, that exhibit strong development / redevelopment potential. In this analysis, eight Opportunity Site Areas were observed (shown on the following slide)
- For each Opportunity Site Area, Kosmont provided the following:
  - A profile with an aerial map along with key parcel information such as current uses, size, zoning, and ownership
  - A Strengths, Weaknesses, Opportunities, and Threats ("SWOT") Analysis assessing key features, constraints, and development possibilities for each area
- The following slide contains a map of the Opportunity Site Areas within the City's boundaries
- Areas 1 and 2 contain existing restaurants/bars. Area 1 is restricted from additional uses (e.g., residential, hospitality) due to its zoning and would require a zone change. Area 2 is within a Mixed-Use zone that allows for a blend of uses. Given both areas have one private owner and are not subject to State Surplus Land Act requirements, nor do they have to be offered to State agencies, these present short-term development opportunities
- Area 4 is the current site of a Goodman Logistics facility. This is a very large site (over 80 acres), located along major corridors, with potential for a blend of uses or a larger, updated industrial complex. Due to large scale of this area and the mitigation efforts needed, this is considered a long-term development opportunity
- Areas 3 and 5 through 8 are Caltrans remnant parcels and are subject to disposition requirements. The remnant parcels are offered to State agencies first, then the City. If the City is interested in acquiring the parcels, Caltrans stated that future development requires a public purpose / use to be added to the site. Given the disposition requirements in the Surplus Land Act, these areas are considered medium to long-term development opportunities
- Area 3 is zoned commercial and allows an array of uses (e.g., commercial uses, medical office, and hospitality)
- Areas 5 through 8 are located within M-2 (Heavy Industrial) zone and lie within the Freeway Overlay Zone (except for a portion of Area 5). Given strong visibility from the 5 Freeway, these sites have solid signage potential along with an opportunity to provide additional uses (e.g., hospitality, single-room occupancy housing, restaurants) to support neighboring businesses

CITY BOUNDARIES AND OPPORTUNITY SITE AREAS

#	Opportunity Site Area
1	Maggie's Pub
2	Geezers Restaurant
3	Caltrans Remnant Parcel (E. Florence Ave. & Orr and Day Rd.)
4	Goodman Logistics Site (12801 Excelsior Dr. and 14420 Bloomfield Ave.)
5	Caltrans Remnant Parcels (13320-13370 Firestone Blvd.)
6	Caltrans Remnant Parcels (Freeway Dr.)
7	Caltrans Remnant Parcels (Adjacent to Dynasty Hotel)
8	Caltrans Remnant Parcel (Valley View Ave. & Firestone Blvd.)



Source: ESRI Business Analyst Online (Accessed November 2024)

OPPORTUNITY SITE #1: MAGGIE'S PUB

- Address: 11900 Telegraph Rd.
- APN: 8009-026-012, -018, and -032
- Current use: Maggie's Pub (bar/restaurant)
- Total parcel size: 169,005 SF (3.88 acres), [-012 and -018 = 0.93 acres; -032 = 2.95 acres]
- Zoning: ML ("Limited Manufacturing")
- Ownership: Piograph Ventures, LLC (-012 and -018); Yellow Aster Mining and Milling Company (-032)



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS
MAGGIE'S PUB

STRENGTHS	• Single owner • Visibility and access on major road (Telegraph Rd.) • Not part of Planned Development ("PD") Overlay Zone
WEAKNESSES	• Not visible from hard corner • Residential or hospitality uses would require a zone change – these uses are not permitted even via a conditional use permit under ML zoning • If adjacent parcels from the parking lot were assembled along with the two parcels comprising Maggie's Pub, a developer would need to build within the planned development overlay, including ensuring at least 60% of the area be developed to one or more of the principal permitted, accessory, or conditional uses of the underlying ML zone
OPPORTUNITIES	• Potential replacement with residential, hotel, or new well-known restaurant brand with blend of supporting uses (would require a zone change) • Transitional and supportive housing will be permitted within a PD Overlay Zone (if adjacent parking lot is acquired)
THREATS	• Market feasibility • Compatibility with surrounding land uses • Coordination with private property owner for acquisition • Town Center Park Owners Association may place restrictions on type of development that goes in place of Maggie's Pub (the group owns the adjacent parking lot)

Sources: Kosmont Companies

OPPORTUNITY SITE #2: GEEZERS RESTAURANT

- Address: 12120 Telegraph Rd.
- APN: 8009-007-064
- Current use: Geezer's (bar/restaurant)
- Parcel Size: 34,310 SF (0.79 acres)
- Zoning: MU-DT ("Mixed Use Downtown")
- Ownership: Robert and Angelina Larue



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS
GEEZERS RESTAURANT

STRENGTHS	• Single owner • Large parking lot (on City-owned parcel) • Visibility and access on major road (Telegraph Rd.) • Zoning allows for a blend of uses including residential, retail, hospitality, office, and light industrial
WEAKNESSES	• Possible assemblage issues given most of the parking for this restaurant is on City-owned property, which may limit development potential • Possible environmental/oil well issues (oil wells within parking lot) • Lot line adjustment needed to include parking lot
OPPORTUNITIES	• Owner may be interested in selling the property • Potential interest from hotel flag • Master Plan • Addition of City-owned property subject to Surplus Land Act
THREATS	• Market feasibility • Compatibility with surrounding land uses • Coordination with private property owner for acquisition

Sources: Kosmont Companies

OPPORTUNITY SITE #3: CALTRANS REMNANT PARCEL (E. FLORENCE AVE. & ORR AND DAY RD.)

- Address: 10821 Orr and Day Rd.
- APN: 8017-001-900
- Current use: Vacant land (possible utility use)
- Total parcel size: 55,757 SF (1.28 acres), however, it appears that the parcel and the surrounding space totaling ~116,536 SF (2.68 acres) could be developable
- Zoning: C-4 ("Community Commercial")
- Ownership: State of California



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS

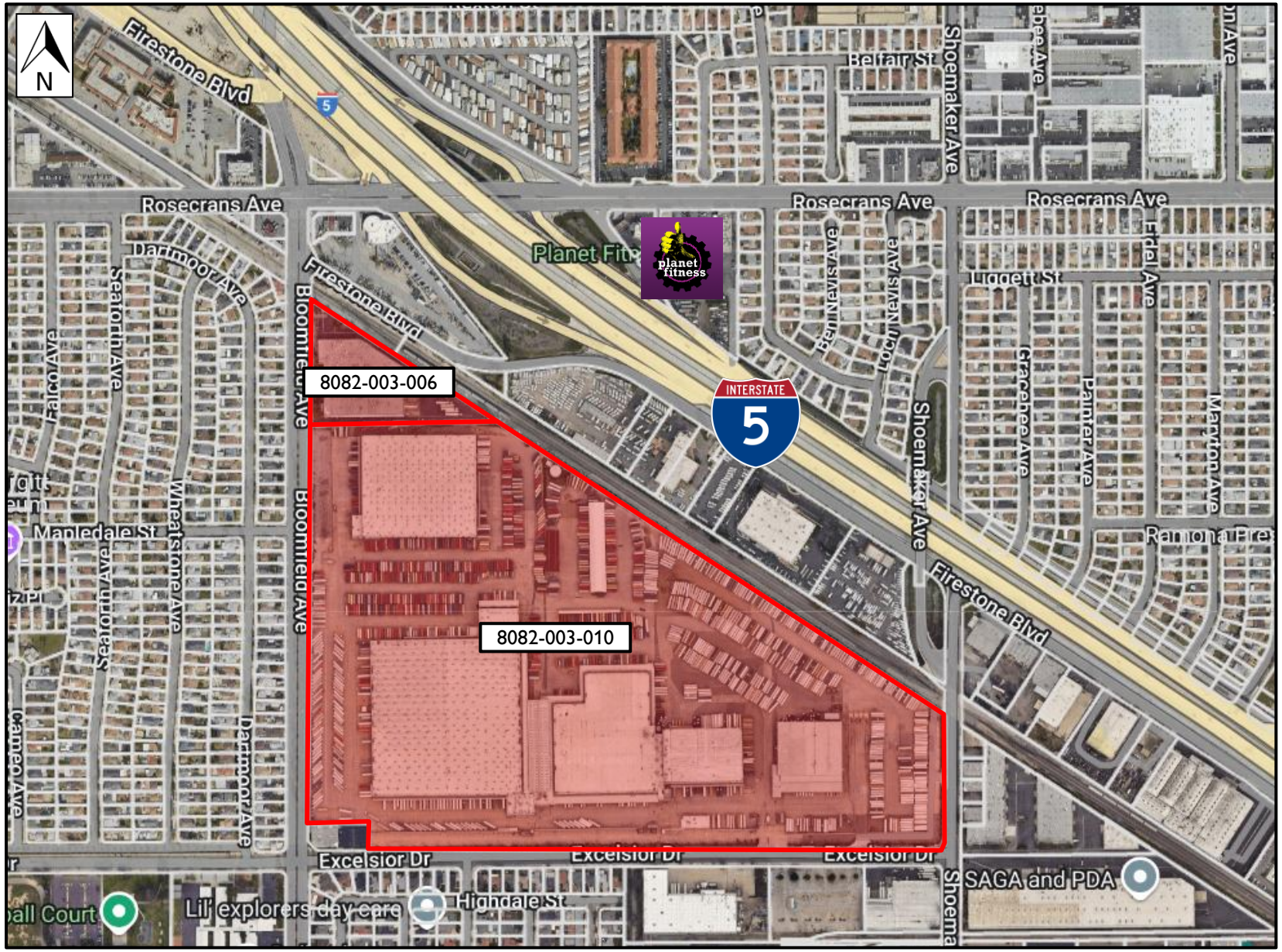
CALTRANS REMNANT PARCEL (E. FLORENCE AVE. & ORR AND DAY RD.)

STRENGTHS	• Excellent visibility from 5 Freeway and E. Florence Ave. • Large area (suitable for development) • Single owner • Vacant land
WEAKNESSES	• Access only from Orr and Day Rd. (E. Florence Ave. is elevated) • Would need to assemble areas adjacent to parcel boundary to maximize land usage • Existing utility on site (cell tower site) • Requirement to pay market value for the property
OPPORTUNITIES	• Commercial zoning allows for an array of uses, including medical office and hospitality (via a Conditional Use Permit) • Opportunity to create a freeway-visible destination that can serve as a western gateway to the City • Potential signage opportunity • Remnant parcels offered to State agencies first, then City. If the City is interested in acquiring, Caltrans requires there to be a public purpose and pay market value for the property
THREATS	• Market feasibility • Potential removal/relocation of utility • Coordination with state government for acquisition

Sources: Kosmont Companies

OPPORTUNITY SITE #4: GOODMAN LOGISTICS SITE (12801 EXCELSIOR DR. AND 14420 BLOOMFIELD AVE.)

- Address: 12801 Excelsior Dr.; 14420 Bloomfield Ave.
- APN: 8082-003-006 (14420); -010 (12801)
- Current use: 91,192 SF food processing facility (14420); 898,620 SF industrial distribution space (12801)
- Total parcel size: 3,575,405 SF (82.08 AC)
- Zoning: M-2 ("Heavy Industrial") with BP ("Buffer Parking"); BP is along Bloomfield Ave. and Excelsior Dr.
- Ownership: Goodman Group



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed November 2024)

SWOT ANALYSIS

GOODMAN LOGISTICS SITE (12801 EXCELSIOR DR. AND 14420 BLOOMFIELD AVE.)

STRENGTHS	• Large total area • Parcels are contiguous • Located along major corridors (Bloomfield Ave. and Excelsior Dr.) • Single owner (Goodman Group) • Access from the 5 Freeway (via Rosecrans Ave. exit)
WEAKNESSES	• Site is adjacent to City of Norwalk residential uses (along west and south sides). Thus, additional neighborhood-serving retail would mainly benefit Norwalk as opposed to Santa Fe Springs residents • EIR required / Mitigation measures needed for new development on site
OPPORTUNITIES	• Assemblage of multiple parcels • Creation of potential blended use (e.g., industrial and retail) that would serve the local community or a larger industrial development with an economic benefit or payment provided to the City of Santa Fe Springs, in lieu of sales tax revenue (e.g., STAR*®)
THREATS	• Need to analyze fiscal impact of potential development program • Need to have discussion with property owner re: creative strategies for land use plan or economic outcome

Sources: Kosmont Companies

OPPORTUNITY SITE #5: CALTRANS REMNANT PARCELS (13320-13370 FIRESTONE BLVD.)

- Address: 13320-13370 Firestone Blvd.
- APN: 7005-001-903 (13320), -904 (13340), -905 (13360), and -906 (13370)
- Current use: Shipping container/trucking parts storage
- Total parcel size: 176,063 SF (4.04 acres)
- Zoning: M-2 ("Heavy Industrial") with FOZ ("Freeway Overlay Zone")
- Ownership: California Dept. of Transportation



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS

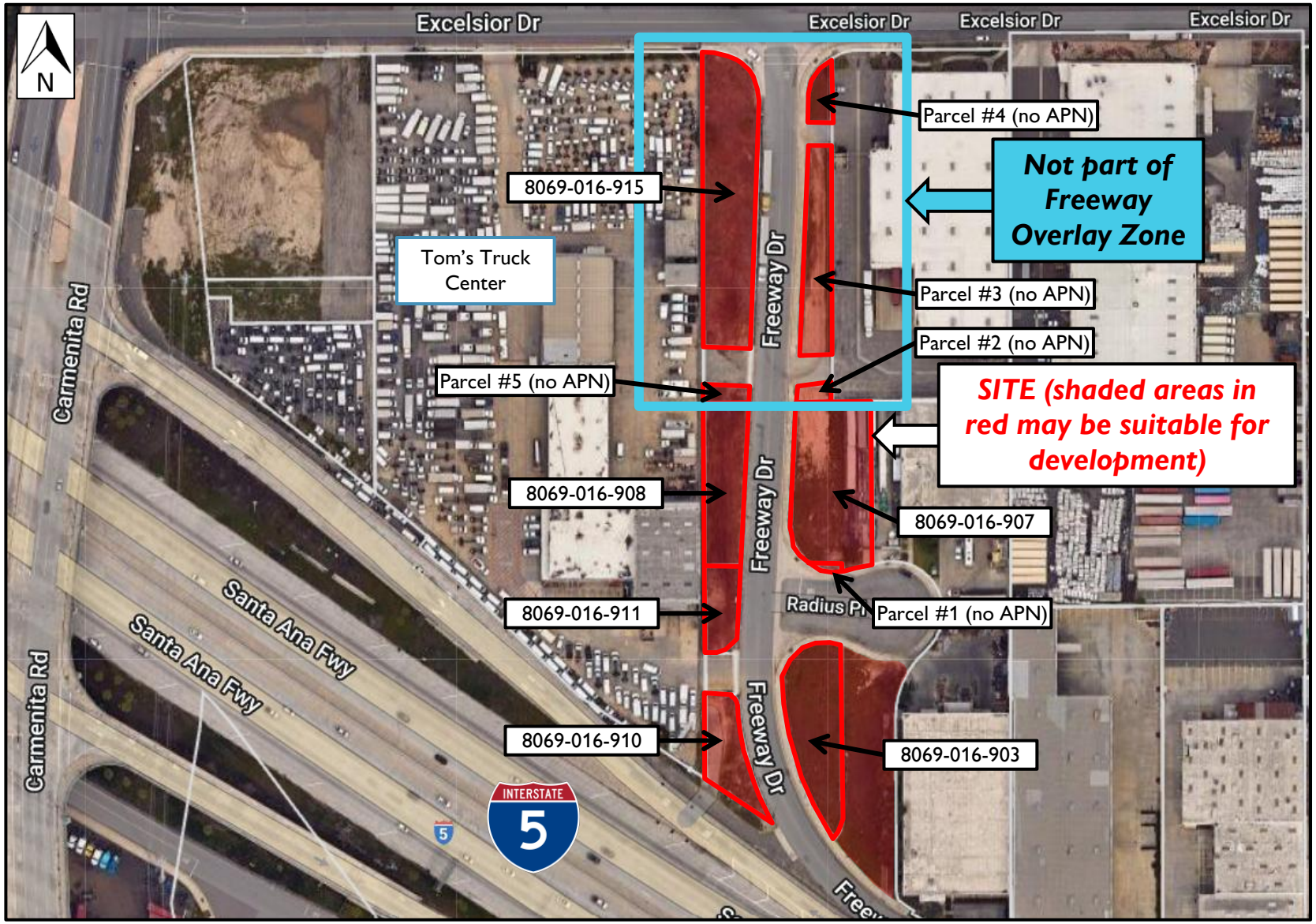
CALTRANS REMNANT PARCELS (13320-13370 FIRESTONE BLVD.)

STRENGTHS	• Large total area • Parcels are contiguous • Excellent visibility from the 5 Freeway and Firestone Blvd. • Single owner • Expressed letter of interest on the property
WEAKNESSES	• Existing use (container/trucking parts storage) currently under temporary leases • 5 Freeway offramp exits to elevated section of Carmenita Rd. (i.e. no direct access to site exiting freeway) • Requirement to pay market value for the property • Caltrans recently auctioned this property but received no bids
OPPORTUNITIES	• Assemblage of multiple parcels • Potential signage opportunity • Blending of additional uses (e.g., hospitality and single-room occupancy housing [via Conditional Use Permit]; restaurants/cafes [as an accessory use]) • Remnant parcels offered to State agencies first, then City. If the City is interested in acquiring, Caltrans requires there to be a public purpose and pay market value for the property. If the City does not express interest, adjacent property owner would be the next in line
THREATS	• Coordination with state government for acquisition • Removal/relocation of containers/trucking parts

Sources: Kosmont Companies

OPPORTUNITY SITE #6: CALTRANS REMNANT PARCELS (FREEWAY DR.)

- Address: N/A
- APN: 8069-016-903, -907, -908, -910, -911, -913, -915
- Current use: Vacant land (former freeway offramp); Adjacent to Tom's Truck Center
- Total area: 85,570 SF (1.96 acres). An additional, 15,880 SF that is located next to -903 that could be suitable for development
- Zoning: M-2 ("Heavy Industrial") with FOZ ("Freeway Overlay Zone"); Parcels north of -907 and -908 are not part of the FOZ
- Ownership: State of California



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS
CALTRANS REMNANT PARCELS (FREEWAY DR.)

STRENGTHS	• Excellent visibility from 5 Freeway • Vacant land • Single owner
WEAKNESSES	• Site cannot be accessed directly from the 5 Freeway • Parcels lack depth making development difficult • Parcels are not contiguous, and some parcels are missing APNs (possible readjustment needed) • Some parcels not within Freeway Overlay Zone, possibly limiting development potential • Requirement to pay market value for the property
OPPORTUNITIES	• Potential signage opportunity • Tom's Truck Center could be a candidate for acquisition of parcels on western side of Freeway Dr. • Southeastern parcel (-903) plus adjacency offers most development potential for either EV charging opportunity or fast-food/fast-casual / drive thru opportunity • Remnant parcels offered to State agencies first, then City. If the City is interested in acquiring, Caltrans requires there to be a public purpose and pay market value for the property. If the City does not express interest, adjacent property owner would be the next in line
THREATS	• Coordination with state government for acquisition • Owner of parcel containing Tom's Truck Center owns the parcels that provide access via Freeway Dr. making assemblage of parcels on west side of Freeway Dr. difficult • Due to limitations of the parcels in this area, this would be considered a long-term development opportunity

Sources: Kosmont Companies

OPPORTUNITY SITE #7: CALTRANS REMNANT PARCELS (ADJACENT TO DYNASTY HOTEL)

- Address: 13460-13500 and 13560-13580 Firestone Blvd.
- APN: 7005-014-917 (13460), -918 (13500), -914 (no address given), -913 (13560) and -915 (13580)
- Current use: Vacant land and truck trailer storage facility
- Total parcel size: 243,936 SF (5.60 acres), however, ~151,180 SF (3.47 acres) is actual developable space
- Zoning: M-2 ("Heavy Industrial") with FOZ ("Freeway Overlay Zone")
- Ownership: California Dept. of Transportation; State of California



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS
CALTRANS REMNANT PARCELS (ADJACENT TO DYNASTY HOTEL)

STRENGTHS	• Excellent visibility from the 5 Freeway and Firestone Blvd. • Large developable area (particularly east of hotel) • Vacant land on eastern parcels
WEAKNESSES	• Site cannot be accessed directly from the 5 Freeway • Parcel boundaries extend into the 5 Freeway limiting actual developable land • Dynasty Hotel divides the land making the total area non-contiguous • Potential existing use (truck trailer storage) on western parcels • Requirement to pay market value for the property
OPPORTUNITIES	• Assemblage of parcels on either side of Dynasty Hotel (~0.82 AC opportunity west of hotel and ~2.65 AC opportunity east of hotel) • Blending of additional uses (e.g., hospitality and single-room occupancy housing [via Conditional Use Permit]; restaurants/cafes [as an accessory use]) that are complementary to Dynasty Hotel • Potential signage opportunity • Remnant parcels offered to State agencies first, then City. If the City is interested in acquiring, Caltrans requires there to be a public purpose and pay market value for the property. If the City does not express interest, adjacent property owner would be the next in line
THREATS	• Coordination with state government for acquisition • Removal/relocation of truck trailers

Sources: Kosmont Companies

OPPORTUNITY SITE #8: CALTRANS REMNANT PARCEL (VALLEY VIEW AVE. & FIRESTONE BLVD.)

- Address: 14060 Firestone Blvd.
- APN: 7003-001-906
- Current use: Truck trailer storage; 5 Freeway elevated offramp to Valley View Ave.; Elevated access road from Firestone Blvd. to Valley View Ave.
- Total parcel size: 408,593 SF (9.38 acres), however, it appears that ~256,200 SF (5.88 acres) is actual developable space
- Zoning: M-2 ("Heavy Industrial") with FOZ ("Freeway Overlay Zone")
- Ownership: State of California



Sources: Title Pro 247; CoStar; L.A. County Assessor; City of Santa Fe Springs "Zoning Map" (Accessed September 2024)

SWOT ANALYSIS

CALTRANS REMNANT PARCEL (VALLEY VIEW AVE. & FIRESTONE BLVD.)

STRENGTHS	• Single owner • Excellent visibility from the 5 Freeway and Firestone Blvd. • Partially vacant land (southeastern parcel)
WEAKNESSES	• Site cannot be accessed directly from the 5 Freeway • Road from Firestone Blvd. and freeway offramp to elevated section of Valley View Ave. divide the parcel (making opportunity non-contiguous) and limit developable area • Existing use (truck trailer storage) • Requirement to pay market value for the property
OPPORTUNITIES	• Western parcel has the strongest development potential (~3.47 AC) • Mike Thompson RV is interested in acquiring the western parcel – move service parts to one side of the channel and sales on the opposite side of the channel • Blending of additional uses (e.g., hospitality and single-room occupancy housing [via Conditional Use Permit]; restaurants/cafes [as an accessory use]) • Potential signage opportunity • Remnant parcels offered to State agencies first, then City. If the City is interested in acquiring, Caltrans requires there to be a public purpose and pay market value for the property. If the City does not express interest, adjacent property owner would be the next in line
THREATS	• Coordination with state government for acquisition • Removal/relocation of truck trailers on western parcel

Sources: Kosmont Companies

OPPORTUNITY SITE AREA DEVELOPMENT TIMELINE

Based on data found for each site and conversations with City staff, Kosmont assembled the following development table to show which opportunity site areas could be developed in the short (within 5 years), medium (5-20 years), or long-term (20+ years).

#	Opportunity Site Area	Short-Term	Medium-Term	Long-Term
1	Maggie's Pub			
2	Geezers Restaurant			
3	Caltrans Remnant Parcel (E. Florence Ave. & Orr and Day Rd.)			
4	Goodman Logistics Site (12801 Excelsior Dr. and 14420 Bloomfield Ave.)			
5	Caltrans Remnant Parcels (13320-13370 Firestone Blvd.)			
6	Caltrans Remnant Parcels (Freeway Dr.)			
7	Caltrans Remnant Parcels (Adjacent to Dynasty Hotel)			
8	Caltrans Remnant Parcel (Valley View Ave. & Firestone Blvd.)			

Sources: Kosmont Companies



2. ECONOMIC DEVELOPMENT STRATEGIES

CITY OF SANTA FE SPRINGS – EDOP

SUMMARY
ECONOMIC DEVELOPMENT TOOLS

- Using information gathered from stakeholder outreach meetings, the 2040 General Plan, and the opportunity site area SWOT analysis, the City could consider utilizing the following economic development tools:
  - Business Expansion, Attraction, and Retention ("BEAR") Strategies
  - Real Estate Strategies for Publicly-Owned Land
  - Infrastructure Financing Districts, such as Enhanced Infrastructure Financing Districts ("EIFDs") (currently being analyzed)
  - Zoning and Land Use Strategies, such as Development Opportunity Reserve ("D.O.R.®")
  - Revenue Replacement Tools: Sales Tax Assessment Revenue ("STAR*®")
  - Grant funding from Federal and State sources, focused on infrastructure, energy, and climate-focused investment/projects
- As a priority for the City's goals related to its retail and industrial space, the immediate next step for the City should include the following:
  - Implementing "BEAR" (Business Expansion, Attraction, and Retention) strategies highlighted in the adjacent table
  - Creating a strategy for marketing business opportunities

1) Business Expansion, Attraction, and Retention (BEAR)	Proactively attract new businesses and development, and retain and expand existing businesses to generate revenues (sales tax, TOT) for the City
2) Real Estate Strategies for Publicly-Owned Land (Surplus Land Act)	Consider maintaining ownership and leveraging an income stream via ground leases. SLA requires public agencies to offer a property for sale or lease to housing sponsors and affordable housing developers prior to sale or lease of the property.
3) Infrastructure Financing Districts	Use tax increment financing (TIF) districts, such as Enhanced Infrastructure Financing Districts (EIFD) to capture taxes from assessed value increases to fund infrastructure needs to unlock private investment
4) Zoning and Land Use Strategies: Specific Plans with Development Opportunity Reserve (D.O.R.)®	Create flexible zoning with updated Specific Plans to adapt to market trends and customer dynamics; Capture the value from zoning changes to link new density to community benefits and public amenities.
5) Revenue Replacement Tools: Sales Tax Assessment Revenue (STAR*)®	Create General Fund revenues through development agreements / public-private partnerships via Sales Tax Assessment Revenue (STAR*)®
6) Grants and Other Public Funding	Pursue grant funds available at the state and regional level for infrastructure, climate resilience, housing, and other development projects

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TODAY'S ECONOMIC DEVELOPMENT PLAYBOOK

1. **Real Estate Strategies for Privately-Owned Properties: Business Expansion, Attraction, & Retention (BEAR) Strategies**
2. **Real Estate Strategies for Publicly-Owned Properties: Surplus Land Act (SLA)**
3. **New Tax Increment Financing (TIF) Districts (e.g., EIFDs, CRDs, CRIAs)**
4. **Value Capture Using Zoning / Specific Plan**
5. **Revenue Replacement Tools**

$ **Grant Funding – Federal and State Sources** $

$1.6T+ in overall funding made available for infrastructure, energy, and climate focused investment and projects; Prop 4 ($10B)

PLAYBOOK PT. 1: REAL ESTATE STRATEGIES FOR PRIVATELY-OWNED PROPERTY – *BEAR = BUSINESS EXPANSION, ATTRACTION, AND RETENTION*

The **BEAR strategy** focuses on cities pro-actively reaching out to select private property owners to facilitate real estate developments to advance the City's economic development goals.

- **Property Owner Outreach** – collaborate with property owners to understand their plans for properties, challenges that they face with development, and opportunities that may align with economic development goals. Regularly contact the top Sales Tax generators / employers / suppliers.
- **Rehabilitation / Renovation** – encourage rehabilitation and/or renovation of facilities, signage or store-front facades; can include public programs such as façade improvement loans / grants, or assisting with identifying other sources of funding.
- **Marketing** – Highlight the City as a business-friendly destination with community assets, talented workforce, and success stories.
- **Outreach –** Conduct targeted outreach to developers, businesses, and brokers with opportunity site marketing collateral, correspondence, meetings / site tours, and participation at industry events (e.g., ICSC).
- **Public-Private Partnerships (P3)** – Enter into formal partnerships with property-owners that commit City resources to fund improvements (e.g., infrastructure) that will advance both the property owner's goals for development and the City's goals for economic development.

ECONOMIC DEVELOPMENT (BEAR) BUSINESS INCENTIVE PROGRAMS

There are a wide range of business and economic development incentive programs utilized by communities across the State. The City can create such a program, but first it is important to set specific goals (e.g. assist small business, expand job creation, attract major tax generator, attract specific type of development) and create a system to measure the success of each initiative.

Cost of implementing can vary: job credits, façade improvement and infrastructure represent out of pocket costs, while tax sharing agreements and fee waivers are offset by new development tax revenues.

Examples of incentives include:

- Façade improvement program
- Infrastructure investment
- Tax sharing agreements / tax abatements
- Efficient permitting
- Job tax credits / Workforce training
- Fee waivers / deferrals in targeted areas

PLAYBOOK PT. 2: REAL ESTATE STRATEGIES FOR PUBLICLY-OWNED PROPERTY – *THE SURPLUS LAND ACT (SLA)*

Public agency land is often under-utilized, offering the potential to increase value and revenues (e.g., property tax, sales tax, TOT). Local government-owned real estate can be leveraged to increase revenue and help stimulate economic development projects. The land can include former redevelopment Agency ("RDA") properties, public use properties (civic centers, fire stations, recreation), and surplus property (city, school district, utility, other), rights of way (streets, alleys, parking lots and parking structures).

The State, in its push to have cities develop more affordable housing, has made subsequent legislative changes (e.g., AB 1486) to strengthen the Surplus Land Act ("SLA"). The SLA now requires public agencies in the State of California to first offer a property for sale or lease to 'housing sponsors' and affordable housing developers prior to the sale or lease of the asset (unless otherwise exempt) and will assess penalties if a public agency is not in compliance.

Key Strategies include:

- **Performance-Based Leases / Ground Leases:** Santa Fe Springs can maintain ownership and leverage an income stream from an asset via a ground lease (e.g., lease revenues) as well as establish a rent structure based on specific performance benchmarks thereby reducing risk for lenders/private investors.
- **Monetizing Assets:** Santa Fe Springs can raise revenues by monetizing assets such as surface parking lots / garages.
- **Acquisition or Sale of Property:** Santa Fe Springs can make strategic acquisitions and/or sell property for preferred private development opportunities, as well as utilize strategies such as lease-back strategies, continued operation of existing use, and redevelopment of properties into new uses.

SURPLUS LAND ACT CONSIDERATIONS
(FOR PUBLIC AGENCY-OWNED PROPERTIES

- The Surplus Land Act (SLA) was passed in response to the housing shortage in California. Public agency owned property cannot be sold or leased until it complies with the SLA, with certain exceptions.
- After navigating the SLA for a City-owned site, either an affordable housing project will be ready to come to the site, or the City will have the ability to market the land for a different use.
- SLA requires an up to 150-day (NOA for 60 days + good faith negotiations for 90 days) RFP process to either select or reject an affordable housing project/proposal. City does not have to sell the property for less than fair market value. If rejected, property can be sold to broader market.
- After completing the process, any development will be subject to a covenant requiring any residential development with 10 or more units to provide at least 15% of units available to low-income households.
- If local agency does not comply with SLA, HCD will impose fine of 30% of final sale price for first violation, 50% of final sale price for second violation.
- City should engage real estate and legal counsel to navigate SLA process and conduct appropriate property due diligence.
- Potential exemptions include leases existing prior to 1/1/2019, land dedicated for 75% or more affordable housing or public uses and land not suitable (too small).

SLA Required Disposition Process

1. Declaration of the property as either "surplus" or "exempt surplus."
2. If declared "surplus," disseminate a Notice of Availability (NOA) offering the property to other government agencies and affordable housing developers for a period of 60 days.
3. If the City receives letters of interest from government agencies and/or affordable housing developers, then it must negotiate in good faith with those interested parties for a period of 90 days.
4. After the 90-day good faith negotiation period, the City must notify the State Department of Housing and Community Development (HCD) and provide information that documents compliance with the process and request a letter of compliance.
5. HCD has 30 days to respond to City with questions/request for more information and, at the conclusion of the 30-day period, must provide a letter stating that the City has complied with the process or not.

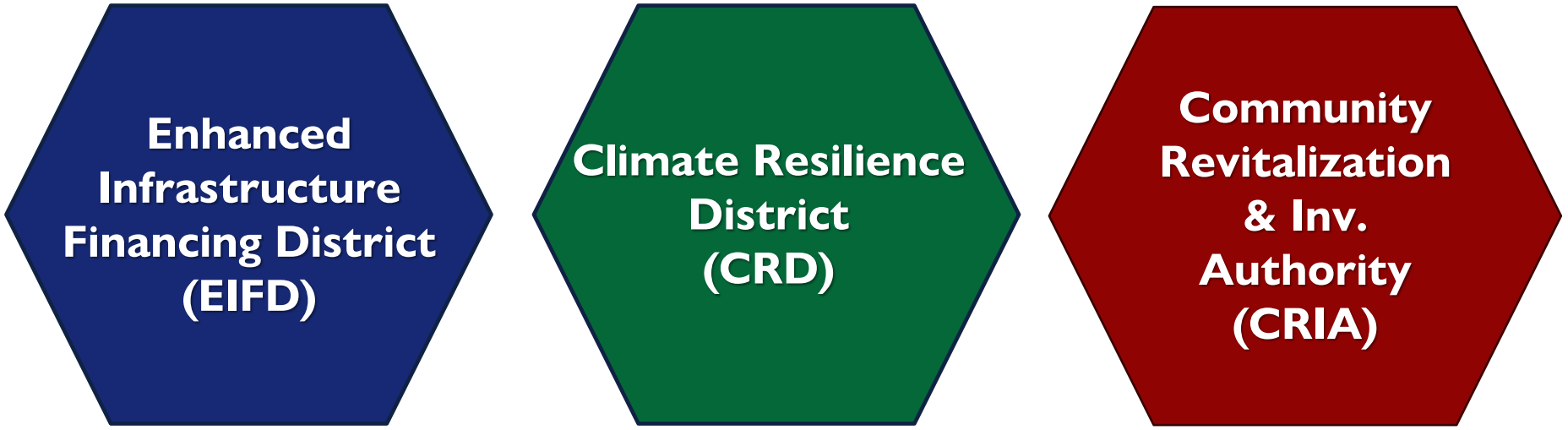
PLAYBOOK PT. 3:
TAX INCREMENT FINANCING (TIF) TOOLKIT

TIF Fundamentals

TIF is a method of capturing increased property tax revenue from new development or property value increases within a designated area to fund public improvements or those that implement public policy, such as housing.

How it Works

As private property investment occurs, the resulting increase in property tax revenue is "captured" and deposited into a separate TIF fund and used to pay for public improvements within a district.



TIF Districts can elevate eligibility for State funding

WHY PUBLIC AGENCIES AUTHORIZE TIF DISTRICTS?

1. Resource Preservation: No encumbrance of existing City / County resources

2. Private Sector Catalyst**:** Private sector investment induced by district commitment on a "but for" basis accelerates growth of net fiscal revenues, job creation, housing production, essential infrastructure improvements

3. Other Public Money ("OPM"): Ability to attract tax increment contributions from other taxing entities (e.g., County, special districts); Increased priority for Federal / State grants loans (e.g., for TOD, water, housing, parks, remediation). Provides increased priority for grant fundings

4. No New Taxes: TIF districts do not impose a new tax on residents. They capture the value of new development

EIFD WITH A POTENTIAL CITY/COUNTY PARTNERSHIP

- Ideal strategy includes a County contribution
  - Santa Fe Springs receives approximately **2.9%** of every $1 collected in property taxes on average (varies by Tax Rate Area)
  - City additionally receives equivalent of approximately **2.5%** of property tax in lieu of MVLF, also available to EIFD
  - County receives approximately **39.7%** of every $1 collected in property taxes on average
  - School-related entities cannot participate
- TIF Districts which involve a City / County joint effort are more likely to win state grant funding sources

Federal & State Sources

- *Cap-and-Trade / HCD grant & loan programs (AHSC, IIG, TCC)*
- *Prop 68 parks & open space grants*
- *Prop 1 water / sewer funds*
- *Caltrans ATP / HSIP grants*
- *Federal DOT / EPA / EDA funding*
- *Federal IRA and IIJA direct funds*
- *Prop 4 (10B)*



Private Sector based Funding Sources

- *Development Agreement / impact fees*
- *Benefit assessments (e.g. contribution from CFD)*
- *Private investment*
- *Private tax credits available through IRA and IIJA for climate investments*

TIF DISTRICT CASE STUDY: CITY / COUNTY EIFD PARTNERSHIP

Placentia / Orange County EIFD Partnership

- 300+ acres: Old Town Placentia Revitalization Plan, Metrolink Station, TOD Packing House Area
- Infrastructure Financing Plan (IFP) will fund $13 million in public infrastructure improvements for those areas
- Water, sewer, streets, parking, transit connectivity
- $460M+ expected in new AV from residential, retail, restaurant development
- Net Fiscal Benefit: $22M to City, $15M to County

Implementation

- EIFD feasibility analysis & formation process
- Led education/outreach meetings with County BOS
- Developed County EIFD Policy for City/County EIFD
- Completed first EIFD Court Validation in the state
- **Working on TIF Bond – expected by fall of 2025**





PLAYBOOK PT. 4: VALUE CAPTURE ZONING™ / UPDATED SPECIFIC PLANS

- **Increase Flexibility**: Review and revamp zoning and permitting requirements to ensure flexible requirements that can accommodate market and changing business and customer dynamics.
- **Streamline Process**: Identify business and project categories that are particularly beneficial and create a fast and predictable process for review / approval.
- **Encourage Active Uses**: Provide an easy permit process for interesting and dynamic uses – such as pop-up users, live music / events, outdoor dining permits, and artistic improvements / installations – that can enhance visitors' experiences
- **Incentivize Reuse of Struggling Spaces**: Provide flexible building permit rules for properties suited for adaptive reuse and incentivize conversion of vacant commercial buildings into other uses (such as hotel and residential).
- **Specialize**: Tailor requirements for infill development to recognize the often-challenging circumstances involved in infill developments.

VALUE CAPTURE ZONING™ USES ZONING AS CURRENCY

City "*manufactures*" new bank of Density via Specific Plan / Zoning

City places pre-approves new Density places in DOR® Bank & adopts amenity list; Development projects apply

City selectively distributes DOR® Density for Projects that deliver Amenities & Infrastructure via D.A. (Zoning as Currency)

When possible, Cities should avoid giving away density in a specific plan or entitlements *without tying density to projects that deliver community benefits and public amenities and/or pay fees*

What is a DOR® Bank? *Pre-approved new density that is linked to preapproved public amenities / infrastructure or a density fee via a Development Agreement*

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CASE STUDIES USING VALUE CAPTURE ZONING™

VALUE CAPTURE ZONING™ STRATEGY: BUELLTON DEVELOPMENT OPPORTUNITY RESERVE (DOR)®

The City of Buellton included a DOR® tool in its Avenue of the Flags Specific Plan to encourage development in the downtown area and create a vibrant main street.

DOR® tool trades zoning incentives (*density, building heights, parking, setbacks, fees, etc.*) to projects that deliver community amenities, infrastructure, or other benefits.





VALUE CAPTURE ZONING™ STRATEGY: HERMOSA BEACH LAND VALUE RECAPTURE PROGRAM

City council recently approved a land value recapture program to recover & reinvest land value increases via new approved residential zoning for redevelopment in the City's commercial districts.

Market-rate housing developments will be required to pay **$76 - 104 per square foot to a Hermosa Beach fund** that aims to support development of affordable housing.

The following communities have implemented or are considering Value Capture Zoning™ / DOR®:

- El Monte
- Temecula
- Palmdale
- Buellton
- Placentia
- Burbank
- Seaside
- Jurupa Valley
- Scotts Valley
- Hermosa Beach

PLAYBOOK PT. 5: REVENUE REPLACEMENT VIA SALES TAX ASSESSMENT REVENUE (STAR*)®

The Sales Tax Assessment Revenue (STAR*)® program addresses the stagnation and decline in city fiscal revenues as a result of the evolution of consumer spending in today's economy. It is a framework that analyzes the fiscal revenue loss related to lower tax revenue generating uses and eases city general fund pressures by creating an equivalent revenue stream through entitlement / development agreement negotiations.

Use STAR*® when reimagining a shopping center with a blend of non-retail uses, re-entitling property for development from retail to residential / office / industrial, or when a developer proposes a project with low fiscal revenue impact.

Loss in retail sales resulting from online / non sales tax generating uses

Analyze sales tax potential of opportunity sites & zoning designations

Create equivalent General Fund revenue through entitlement document / development agreement

PLAYBOOK PT. 6: GRANTS AND OTHER PUBLIC FUNDING

- There is a wide variety of grant programs and funding sources available through the state and federal government.
- New grant programs are added every year, many with a focus on housing and climate resiliency.
- Cities should periodically review available grant sources and pursue grants that align with the City's economic development goals (a grant-writing firm can provide assistance if the City's internal resources are limited).

Recent Economic Development & Climate Grant / Funding Programs

- Regional Early Action Planning (REAP)
- Local Early Action Planning (LEAP)
- Infill Infrastructure Grants (IIG)
- Affordable Housing and Sustainable Communities (AHSC)
- Community Economic Resilience Fund (CERF)
- Multifamily Housing Program (MHP)
- ICARP Regional Resilience Grant Program (RRGP)
- Infrastructure State Revolving Fund (ISRF)
- Homeless Housing, Assistance, and Prevention (HHAP)
- Infrastructure State Revolving Fund (ISRF)
- Coastal Conservancy Grants
- Adaptation Planning Grant Program (APGP)
- Strategic Growth Council grants
- Infrastructure Investment and Jobs Act (IIJA)

FUNDING OPPORTUNITIES ON STATE AND FEDERAL LEVEL

Federal Programs		State Programs		
Inflation Reduction Act (IRA)	**Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act) [IIJA]**	**Affordable Housing and Sustainability Communities Program (AHSC)**	**Infill Infrastructure Grants (IIG) + Catalyst Program (IIGC)**	**Multifamily Housing Program (MHP)**
Funds available through tax credits and rebates for individuals and tax-exempt financing for projects aimed at inducing private sector investment.	Funds for roads, bridges, railroads, broadband, water, public transportation, airports, cyber security, climate resiliency, brownfield cleanup, electric vehicles, and more	CA Program: ***EIFD Preference*** $1 - $30 million awards for affordable housing, housing infrastructure, transportation, related amenities, program costs	CA Program: ***EIFD Preference*** $1 - $7.5 million grants for infill projects / areas, gap funding for infrastructure for residential / mixed-use with some affordability requirements	Funding for rental housing; includes land lease payments, construction / rehab, offsite infrastructure improvements

$400 Billion in IRA Funds, $550 Billion in Federal Infrastructure Funds, Millions More in State Programs

ECONOMIC DEVELOPMENT TOOLS RECAP AND ACTION ITEMS

- There are several different economic development tools which Santa Fe Springs can use to attract, finance, and optimize development
- Santa Fe Springs can leverage existing City-owned assets as a means to increase revenues. For example, City can create an income stream from a City-owned asset in a ground-lease or sell assets for preferred private development opportunities (must go through SLA process first)
- TIF districts, such as EIFD (currently being analyzed), can capture property taxes from increases in assessed value (from new development) to fund vital infrastructure and development projects focused on housing
- Santa Fe Springs can use D.O.R.® to create a "bank" or "reserve" of density during the planning process and give density to development projects that provide community benefits and public amenities
- STAR*® can be used if considering expanding/modernizing industrial space (potentially at Goodman site). After analyzing the loss in sales tax revenues, Santa Fe Springs can utilize STAR*® to create an equivalent revenue stream through entitlement and development agreement negotiations
- Based on conversations, Santa Fe Springs should consider using BEAR strategies as an immediate next step to proactively attract new businesses/development (e.g., hotel) and retain/expand to maintain existing businesses to generate revenues. Key action items are outlined in the table below

Econ. Dev. Strategy	Potential Action Items
Business Expansion, Attraction, and Retention ("BEAR")	1. Proactively work with businesses and property owners to understand challenges/opportunities that may align with the City's economic development goals. Consider monthly outreach or town halls with this community to better understand their needs 2. Maintain a strong relationship with brokers and property management community in the City to stay abreast of challenging market conditions and provide support for major vacancies 3. Collaborate with property owners to explore re-tenanting or development opportunities on older/underutilized existing space 4. Attend and market development opportunities at ICSC and other conferences with retail, residential, and hotel development presence 5. Develop technical assistance and business incentive programs to support emerging businesses in major corridors as well as centers with ongoing vacancy challenges 6. Streamline processes and requirements to appeal to existing and future businesses. Evaluate grants/incentive programs to attract/retain firms

NEXT STEPS

- City Council presentation
- Additional implementation / advisory services:
  - Assist in developing business expansion, attraction, and retention ("BEAR") strategies;
  - Marketing business opportunities at various conferences, including ICSC
  - Continue conversation with hotel flags and market opportunities to them

CITY OF SANTA FE SPRINGS ECONOMIC DEVELOPMENT AND OPPORTUNITIES PLAN

JUNE 2025

2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245
TEL: 424-297-1070 | URL: www.kosmont.com



A. ECONOMIC AND DEMOGRAPHIC PROFILE

CITY OF SANTA FE SPRINGS – EDOP

SUMMARY
DEMOGRAPHIC AND ECONOMIC PROFILE

City Revenue Information

- Santa Fe Springs is highly reliant on sales and use tax compared to other cities in California. In 2022, 50% of City tax revenues to the general fund come from sales and use tax, while the California cities average is 22%. A majority of Santa Fe Springs' sales and use tax revenue comes from business-to-business transactions
- The City is not overexposed to hotel tax risk since just 0.2% of the City's general fund revenues in 2022 comes from transient occupancy tax ("TOT"). In contrast, TOT is 6% of general fund tax revenues for California cities
- In addition to business-to-business transactions, the City's sales tax revenues also comes from clothing stores (including clothing manufacturing), motor vehicles and parts, and building materials
- In the 10-year period between 2012 and 2022, sales tax revenues in Santa Fe Springs have grown by 68% (5.3% per year). Over the same period, sales tax revenues from the County Pool have more than tripled. County Pool revenues grew significantly due to rise in e-commerce sales, (10-year compound annual growth rate of 11.7%)

Population and Household Demographics

- 18,800 residents and 5,900 households in the City
- City has a significant daytime population (~57,600)
- Average household size in the City is 3.08, higher than County and State (2.78 and 2.83, respectively)
- Median age in the City is 40.7, older than both County and State (38.4)
- 25% of Santa Fe Springs residents hold a Bachelor's degree or higher (34% lower attainment than the County, 35% lower than the State)
- Education levels are correlated with incomes. The average household income in Santa Fe Springs is $109,200 (14% lower and 22% lower than County and State, respectively)
- Santa Fe Springs is slightly more affordable than other cities in California with the average price of a home is $764,000, 14% lower than Los Angeles County and 3% lower than the State

SUMMARY
ECONOMIC AND DEMOGRAPHIC PROFILE (CONT'D)

Employment

- More employees come to the City compared to residents who leave the City for work, yielding a **net inflow** of jobs
- Employees who work in Santa Fe Springs are coming from Los Angeles, Norwalk, Long Beach, Whittier, and South Whittier CDP. Residents go to Los Angeles, Anaheim, Whittier, Downey, and Long Beach for work
- The top five industries with the most employees in the City are: wholesale trade, manufacturing, construction, administration and support, and transportation/warehousing. Of these industries, **one** (admin and support / waste management / remediation) is among the top five fastest growing industries in L.A. County
- The jobs/housing ratio for Santa Fe Springs is 8.43, significantly higher than County and State (1.32 and 1.28, respectively). This number indicates a possible need for more housing in the Santa Fe Springs to accommodate the significant labor force that works in the City

Visitation Trends

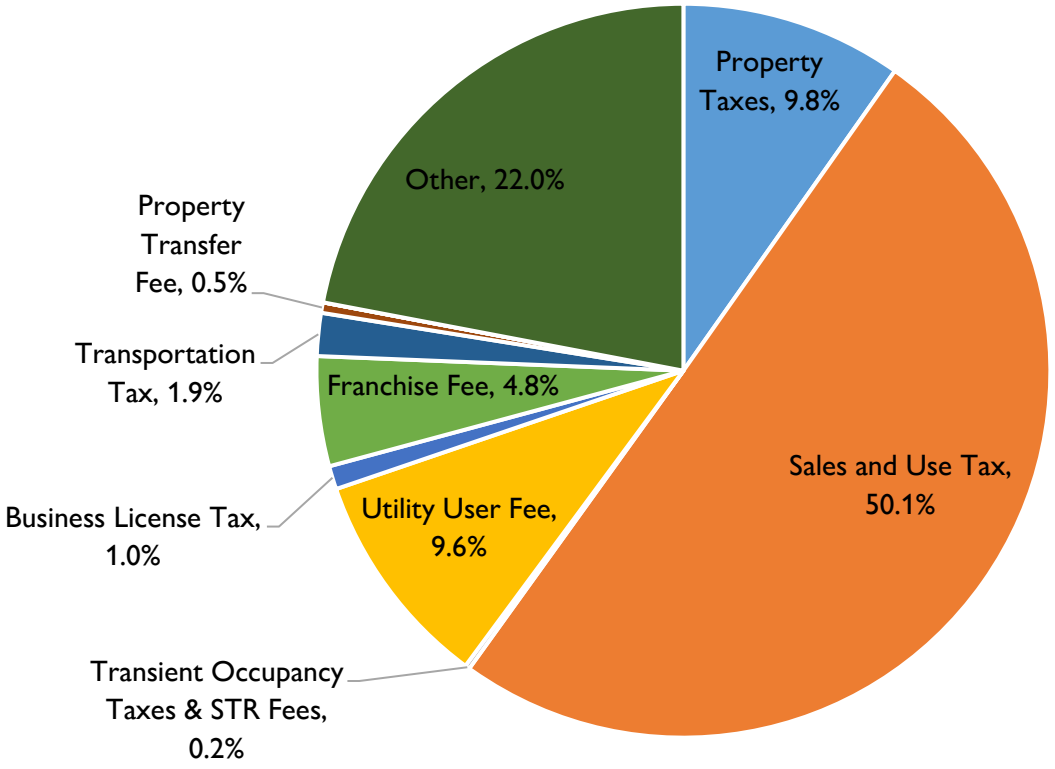
- Visitation data, including visitor and employee demographics, to Sante Fe Springs was pulled from Placer.ai, a mobile data analytics provider
- In the most recent available one-year period between 7/1/23 and 6/30/24, Santa Fe Springs received a total of 27.4 million visits from visitors and 14.1 million visits from employees
- A majority of visitors and employees are of Hispanic ethnicity and have average household incomes of approximately $100,000
- Santa Fe Springs is a more local draw given most visits to the City by visitors and employees are from a 7-mile distance or less. Many visitors are arriving from the adjacent communities of Whittier, Norwalk, and Pico Rivera
- Observing the top visited retail locations by retail category by Santa Fe Springs residents, it was observed that residents tend to travel just outside the City's boundaries to access sit-down restaurants, bars/pubs, and entertainment venues (theatres, concert halls)

A.1 – CITY REVENUE INFORMATION

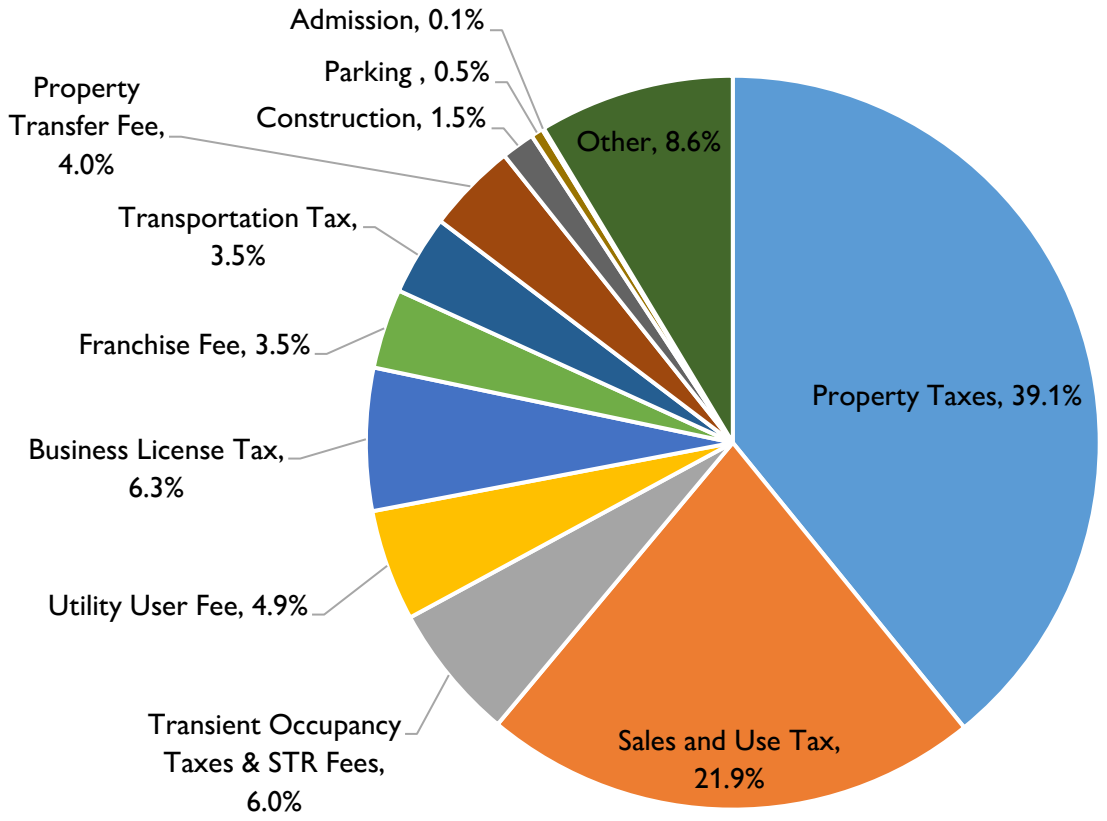
CITY OF SANTA FE SPRINGS – EDOP

2022 GENERAL FUND TAX REVENUES

CITY OF SANTA FE SPRINGS VS. ALL CA CITIES



City of Santa Fe Springs

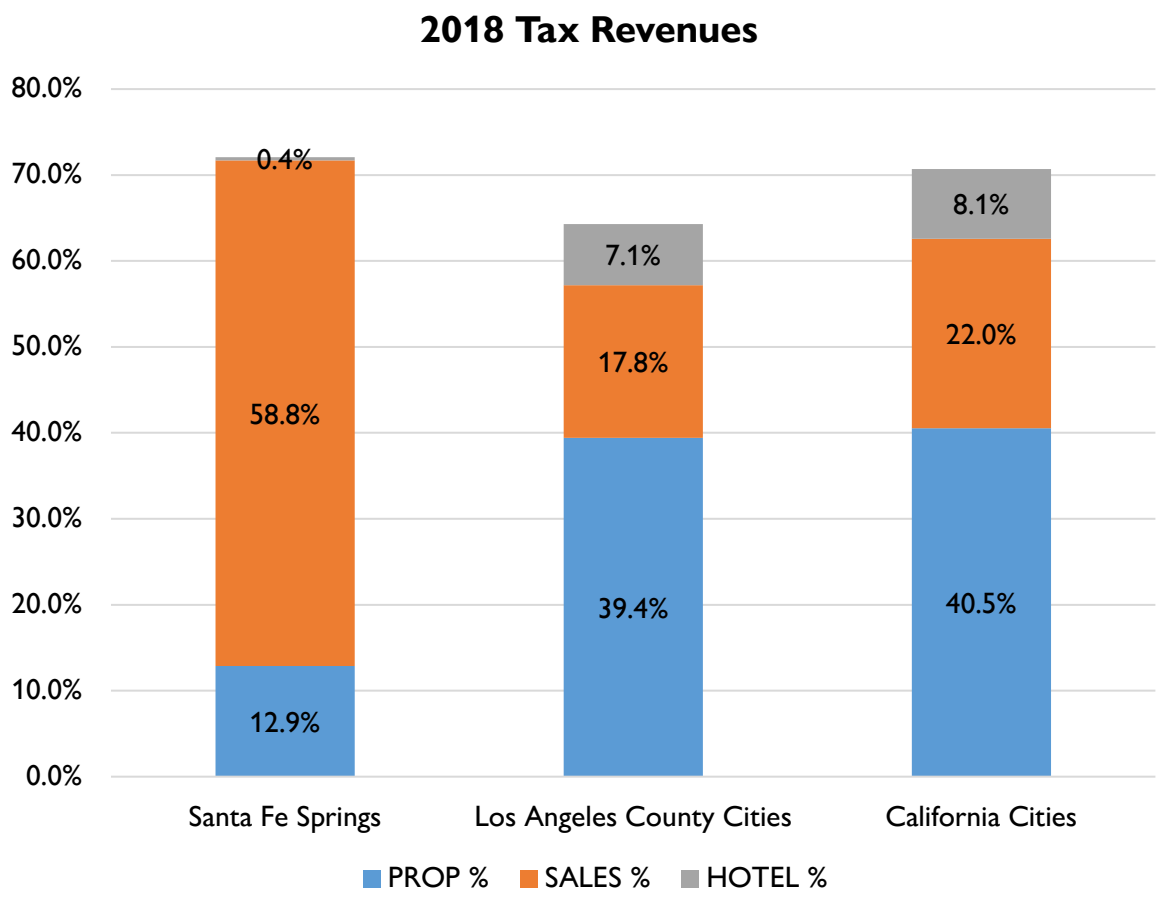


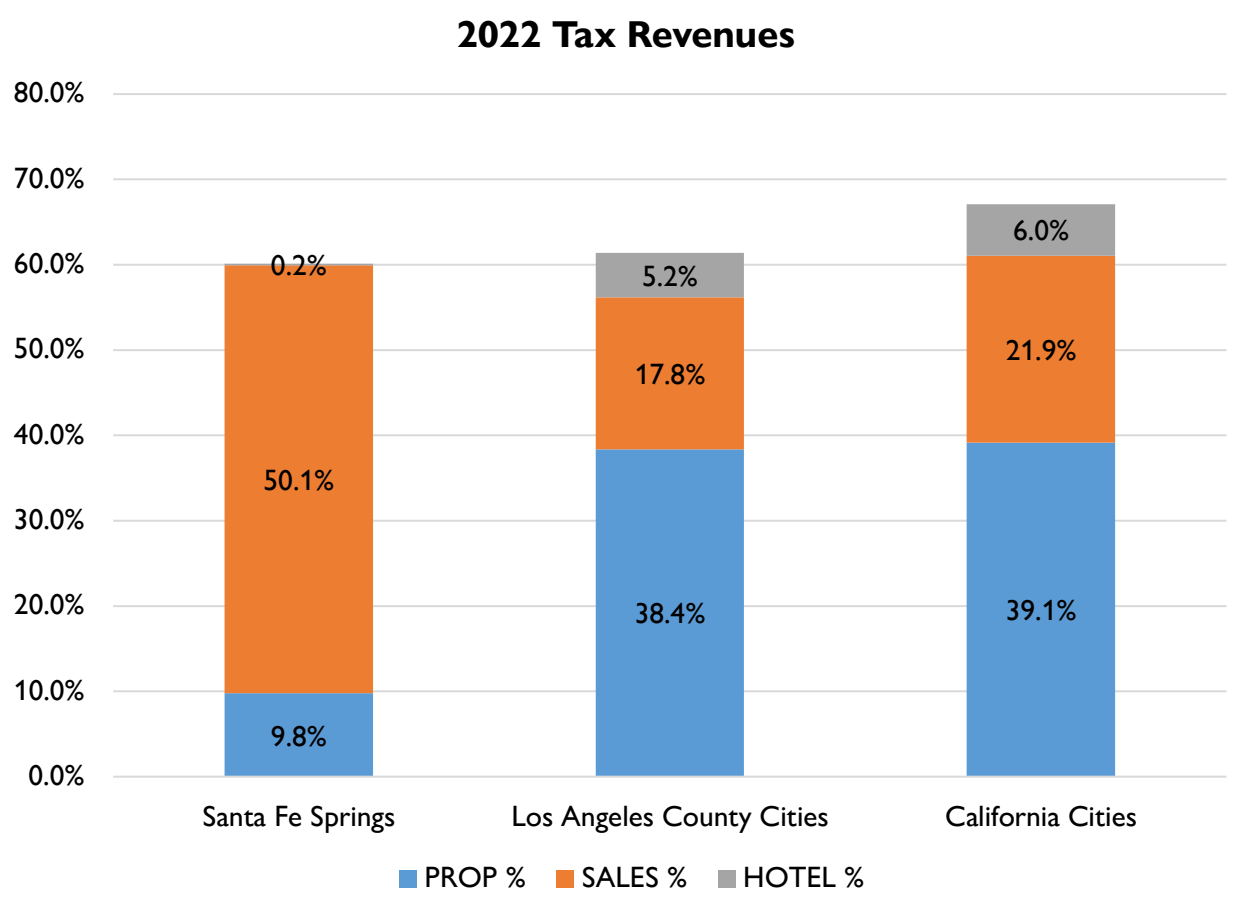
All CA Cities

Source: Kosmont Companies; CA DOF; CDTFA (Accessed June 2024)
Notes: Other revenues may include interest, penalties, delinquent taxes, employer payroll tax, etc.

2018 VS. 2022 TAX REVENUES (% PROPERTY, SALES, HOTEL TOT)

CITY OF SANTA FE SPRINGS VS LOS ANGELES COUNTY CITIES VS ALL CA CITIES





Source: Kosmont Companies; CA DOF; CDTFA (Accessed June 2024)

HISTORIC TAX REVENUE GROWTH TABLES (2018-2022)

CITY OF SANTA FE SPRINGS VS LOS ANGELES COUNTY CITIES VS ALL CA CITIES

City of Santa Fe Springs

YEAR	TOTAL	PROPERTY	SALES AND USE	HOTEL	PROP %	SALES %	HOTEL %
2018	$ 44,048,585	$ 5,676,154	$ 25,905,733	$ 162,224	12.9%	58.8%	0.4%
2019	$ 50,393,523	$ 6,179,023	$ 28,360,308	$ 145,661	12.3%	56.3%	0.3%
2020	$ 62,641,418	$ 6,752,210	$ 30,497,960	$ 132,232	10.8%	48.7%	0.2%
2021	$ 68,006,060	$ 7,860,359	$ 32,097,995	$ 172,204	11.6%	47.2%	0.3%
2022	$ 78,444,235	$ 7,670,101	$ 39,335,559	$ 158,797	9.8%	50.1%	0.2%
% Chg. '18-'22	**78%**	**35%**	**52%**	**(2%)**	**(24%)**	**(15%)**	**(45%)**

Los Angeles County Cities

YEAR	TOTAL	PROPERTY	SALES	HOTEL	PROP %	SALES %	HOTEL %
2018	$ 9,365,891,719	$ 3,693,338,550	$ 1,663,636,730	$ 664,272,234	39.4%	17.8%	7.1%
2019	$ 9,962,713,016	$ 3,945,306,831	$ 1,811,498,455	$ 686,201,674	39.6%	18.2%	6.9%
2020	$ 9,973,259,931	$ 4,146,176,314	$ 1,674,122,681	$ 512,573,659	41.6%	16.8%	5.1%
2021	$ 10,533,231,636	$ 4,505,071,415	$ 1,825,720,001	$ 310,604,715	42.8%	17.3%	2.9%
2022	$ 12,063,160,472	$ 4,629,152,762	$ 2,146,683,814	$ 629,887,650	38.4%	17.8%	5.2%
% Chg. '18-'22	**29%**	**25%**	**29%**	**(5%)**	**(3%)**	**0%**	**(26%)**

All CA Cities

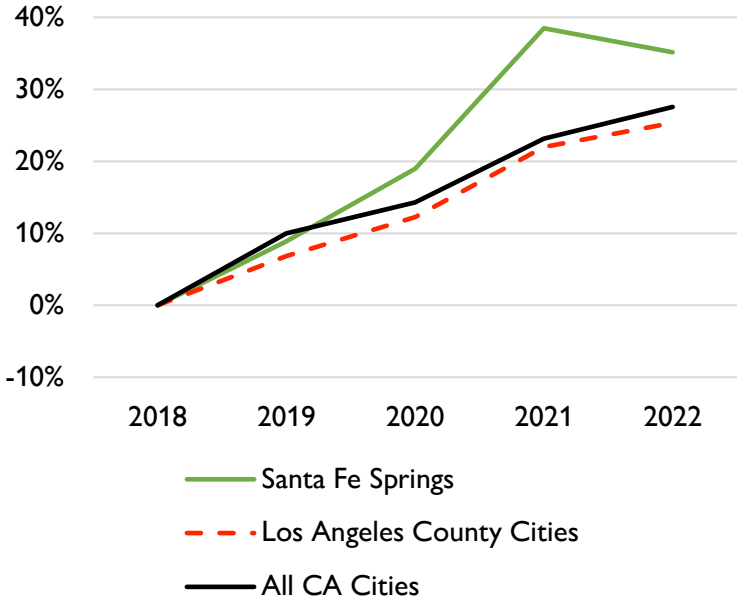
YEAR	TOTAL	PROPERTY	SALES	HOTEL	PROP %	SALES %	HOTEL %
2018	$ 31,799,746,521	$ 12,890,489,342	$ 7,005,395,050	$ 2,585,451,532	40.5%	22.0%	8.1%
2019	$ 34,539,905,371	$ 14,177,924,698	$ 7,726,240,615	$ 2,748,778,129	41.0%	22.4%	8.0%
2020	$ 34,343,088,470	$ 14,733,616,783	$ 7,273,442,316	$ 2,052,851,870	42.9%	21.2%	6.0%
2021	$ 37,523,287,391	$ 15,875,562,038	$ 7,935,922,642	$ 1,299,716,160	42.3%	21.1%	3.5%
2022	$ 42,007,714,014	$ 16,441,856,815	$ 9,212,861,760	$ 2,532,105,390	39.1%	21.9%	6.0%
% Chg. '18-'22	**32%**	**28%**	**32%**	**(2%)**	**(3%)**	**0%**	**(26%)**

Source: Kosmont Companies; CA DOF; CDTFA (Accessed June 2024)
Note: Numbers in parentheses and in red indicate a negative number.

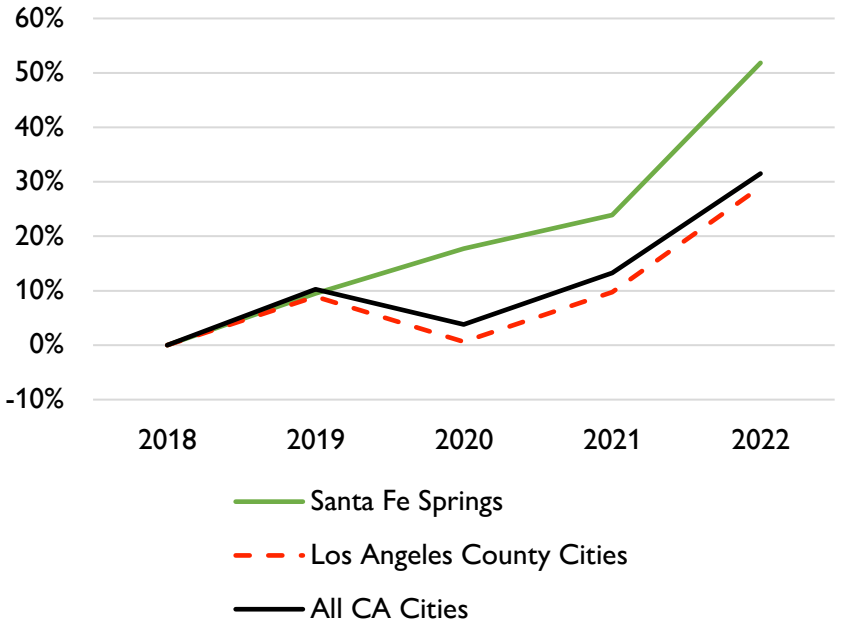
HISTORIC TAX REVENUE GROWTH (2018-2022)

CITY OF SANTA FE SPRINGS VS LOS ANGELES COUNTY CITIES VS ALL CA CITIES

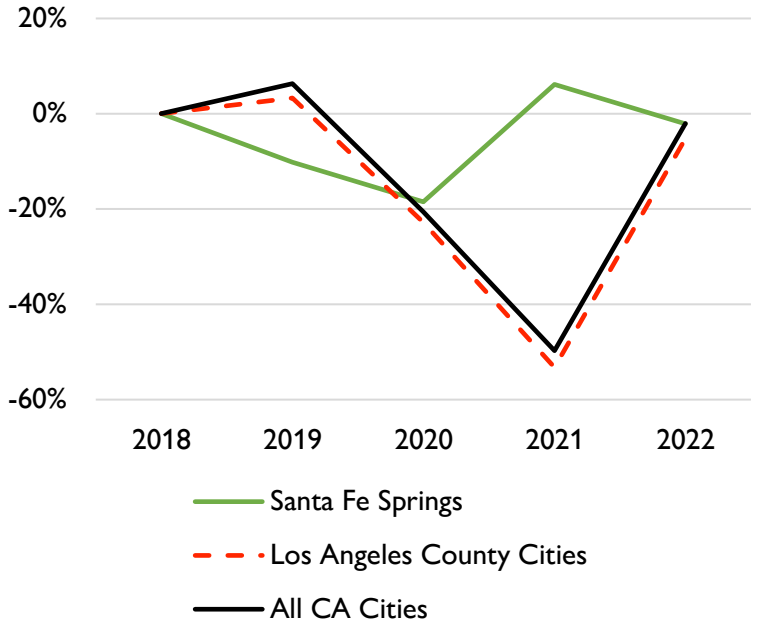
Property Tax Revenue Growth Since 2018



Sales Tax Revenue Growth Since 2018



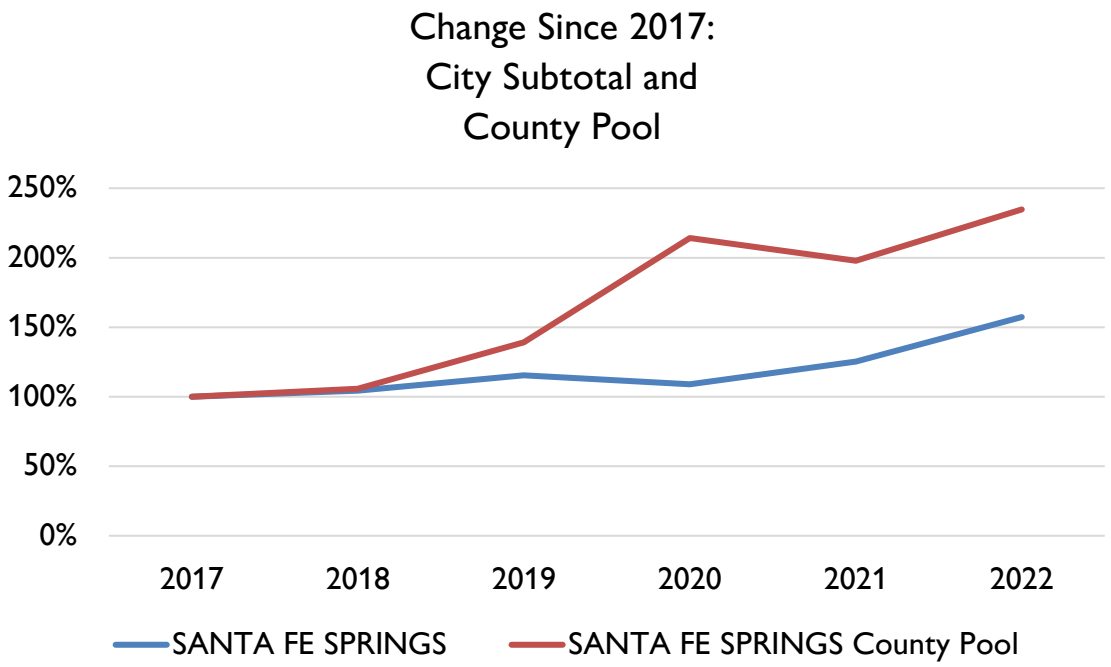
TOT Revenue Growth Since 2018



Source: Kosmont Companies; CA DOF; CDTFA (Accessed June 2024)

SALES TAX REVENUES BY YEAR

CITY OF SANTA FE SPRINGS (2012-2022)



Year	City Subtotal	County Pool	City Total
2012	$20,930,000	$2,440,000	$23,370,000
2013	$22,048,000	$2,589,000	$24,637,000
2014	$23,919,000	$2,961,000	$26,880,000
2015	$22,503,000	$2,940,000	$25,443,000
2016	$22,205,000	$3,171,000	$25,376,000
2017	$22,318,000	$3,130,000	$25,448,000
2018	$23,292,000	$3,310,000	$26,602,000
2019	$25,761,000	$4,351,000	$30,112,000
2020	$24,306,000	$6,700,000	$31,006,000
2021	$27,978,000	$6,189,000	$34,167,000
2022	$35,112,000	$7,347,000	$42,459,000
10-Year Growth	67.8%	201.1%	81.7%
COVID-19 Effect (2019-2020)	(5.6%)	54.0%	3.0%
CAGR	5.3%	11.7%	6.2%

Source: CA DOF; CDTFA; Kosmont Companies (Accessed June 2024)
Note: Numbers in parentheses and in red indicate a negative number.

RETAIL SALES BY CATEGORY BY YEAR

CITY OF SANTA FE SPRINGS (2015-2022)

Retail Category	2015	2016	2017	2018	2019	2020	2021	2022	% Growth (2015-22)	2022 % of Total
Motor Vehicle & Parts	$104,055,975	$111,055,696	$122,197,770	$115,105,827	$110,640,109	$135,191,770	$145,698,498	$148,821,097	43.0%	4.5%
Home Furnishings	$33,024,307	$34,040,567	$37,048,055	$50,802,728	$43,790,603	$34,772,259	$26,673,594	$33,717,573	2.1%	1.0%
Building Materials	$69,486,420	$66,281,383	$61,116,988	$44,943,496	$60,721,773	$82,590,098	$112,792,458	$139,183,062	100.3%	4.2%
Food & Beverage	$22,812,650	$25,092,136	$24,574,937	$21,650,603	$21,633,787	$23,834,751	$25,987,056	$23,426,999	2.7%	0.7%
Gas Stations	$61,952,160	$53,415,341	$57,804,645	$72,286,575	$71,353,838	$49,393,548	$66,301,046	$84,115,926	35.8%	2.5%
Clothing Stores	$25,964,865	$30,682,303	$24,268,889	$25,350,393	$25,916,786	$28,952,587	$97,496,125	$218,391,626	741.1%	6.5%
Gen. Merchandise	$81,605,283	$81,436,017	$81,047,497	$81,154,202	$80,678,081	$93,510,667	$91,830,890	$89,955,356	10.2%	2.7%
Restaurants/Bars	$80,401,769	$84,793,782	$85,949,042	$87,275,709	$91,169,672	$80,175,366	$94,993,103	$104,893,901	30.5%	3.1%
Other Retail	$84,772,438	$92,417,248	$106,682,399	$111,596,587	$113,835,698	$105,847,550	$116,574,157	$132,858,864	56.7%	4.0%
Total Retail & Food Services	$564,075,867	$579,214,473	$600,690,222	$610,166,120	$619,740,347	$634,268,596	$778,346,927	$975,364,404	72.9%	29.2%
All Other Outlets	$1,670,404,985	$1,603,908,905	$1,594,312,399	$1,731,170,689	$1,875,071,407	$1,782,694,897	$2,029,390,352	$2,359,689,147	41.3%	70.8%
TOTAL	***$2,234,480,852***	***$2,183,123,378***	***$2,195,002,621***	***$2,341,336,809***	***$2,494,811,754***	***$2,416,963,493***	***$2,807,737,279***	***$3,335,053,551***	***49.3%***	***100.0%***

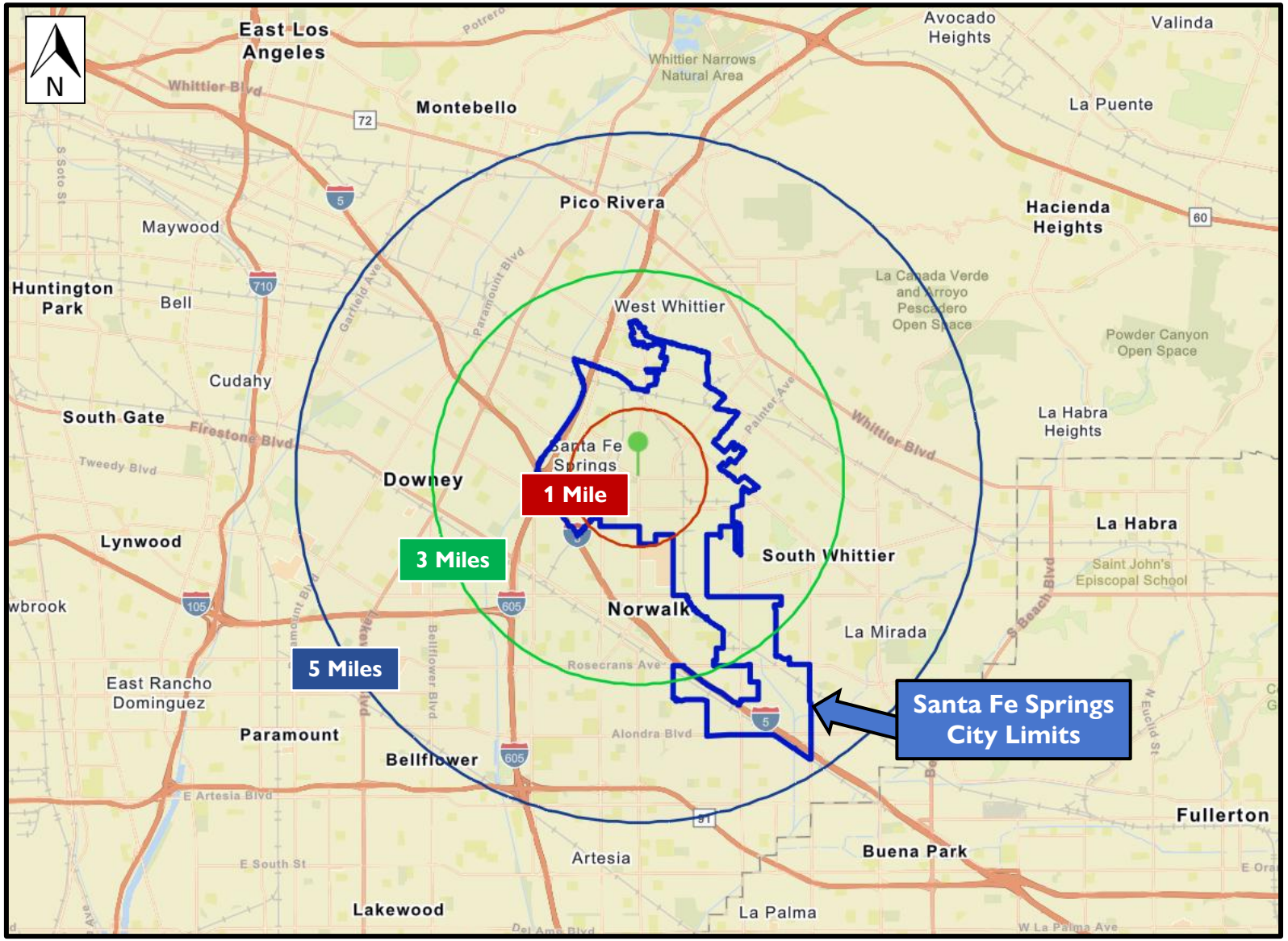
Source: CA DOF; CDTFA; Kosmont Companies (Accessed March 2024)
Notes: *Numbers reflected are in thousands of dollars. Other retail may include pet supply stores, tobacco stores, art dealers, etc. All other outlets refers to business to business or business to government transactions. Numbers in parentheses and in red indicate a negative number.

A.2 – POPULATION & HOUSEHOLD DEMOGRAPHICS

CITY OF SANTA FE SPRINGS – EDOP

CITY LIMITS & RADII

FROM INTERSECTION OF TELEGRAPH RD. AND NORWALK BLVD.



Source: ESRI Business Analyst Online (Accessed June 2024)

POPULATION & INCOME

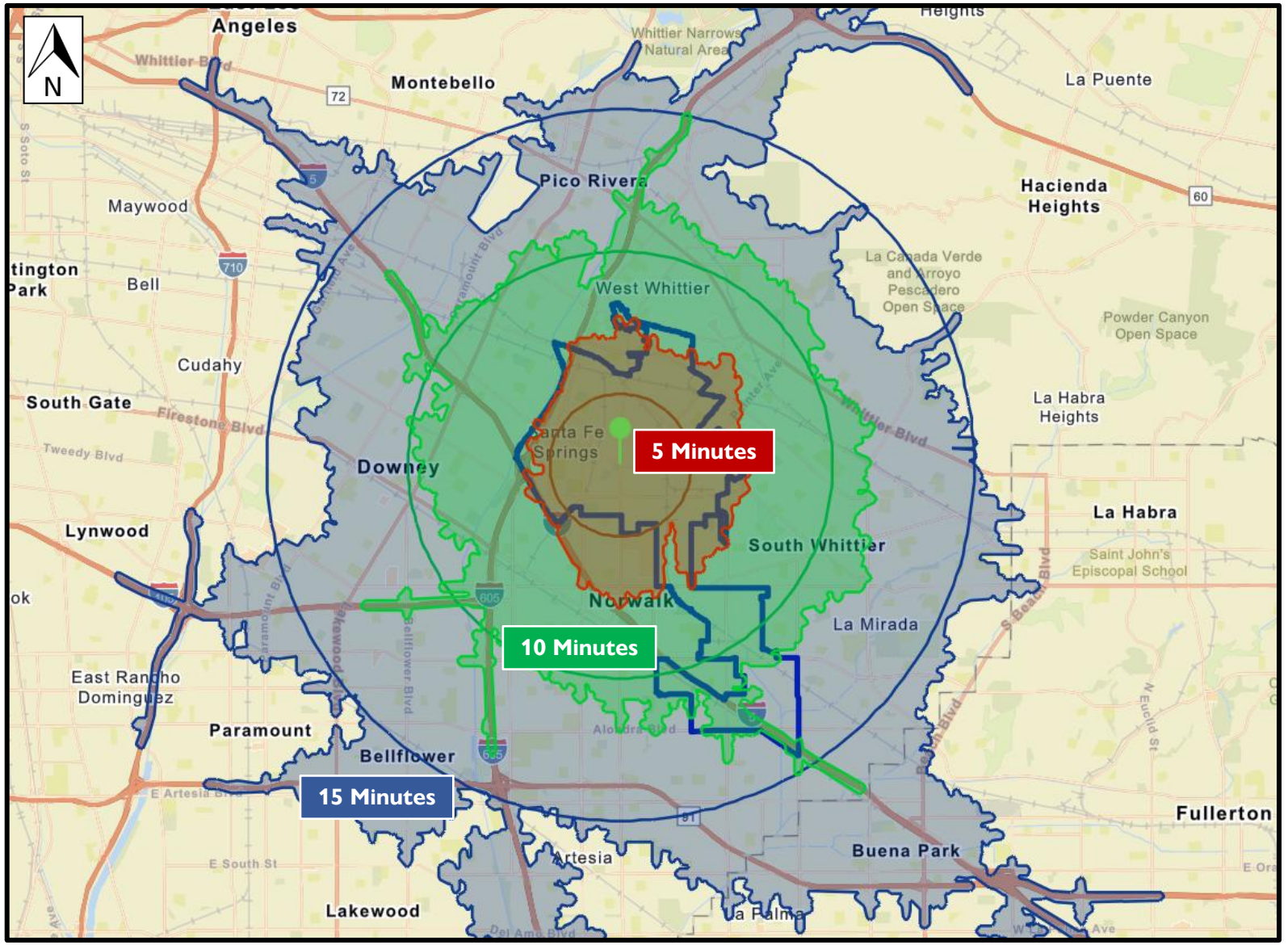
CITY, COUNTY, AND STATE

2024	Santa Fe Springs City	Los Angeles County	California State
Population	18,825	9,768,886	39,530,491
Daytime Population	57,563	9,888,388	39,374,875
Households	5,882	3,436,464	13,641,471
Average HH Size	3.08	2.78	2.83
Median Age	40.7	38.4	38.4
% Bachelor's Degree or Higher	25.1%	37.8%	38.7%
% Hispanic Origin	78.2%	49.1%	40.7%
Per Capita Income	$34,184	$44,932	$48,206
Median HH Income	$87,269	$87,857	$97,646
Average HH Income	$109,192	$127,405	$139,308

Source: ESRI Business Analyst Online (Accessed June 2024)

DRIVE TIMES

FROM INTERSECTION OF TELEGRAPH RD. AND NORWALK BLVD.



Source: ESRI Business Analyst Online (Accessed June 2024)

POPULATION & INCOME

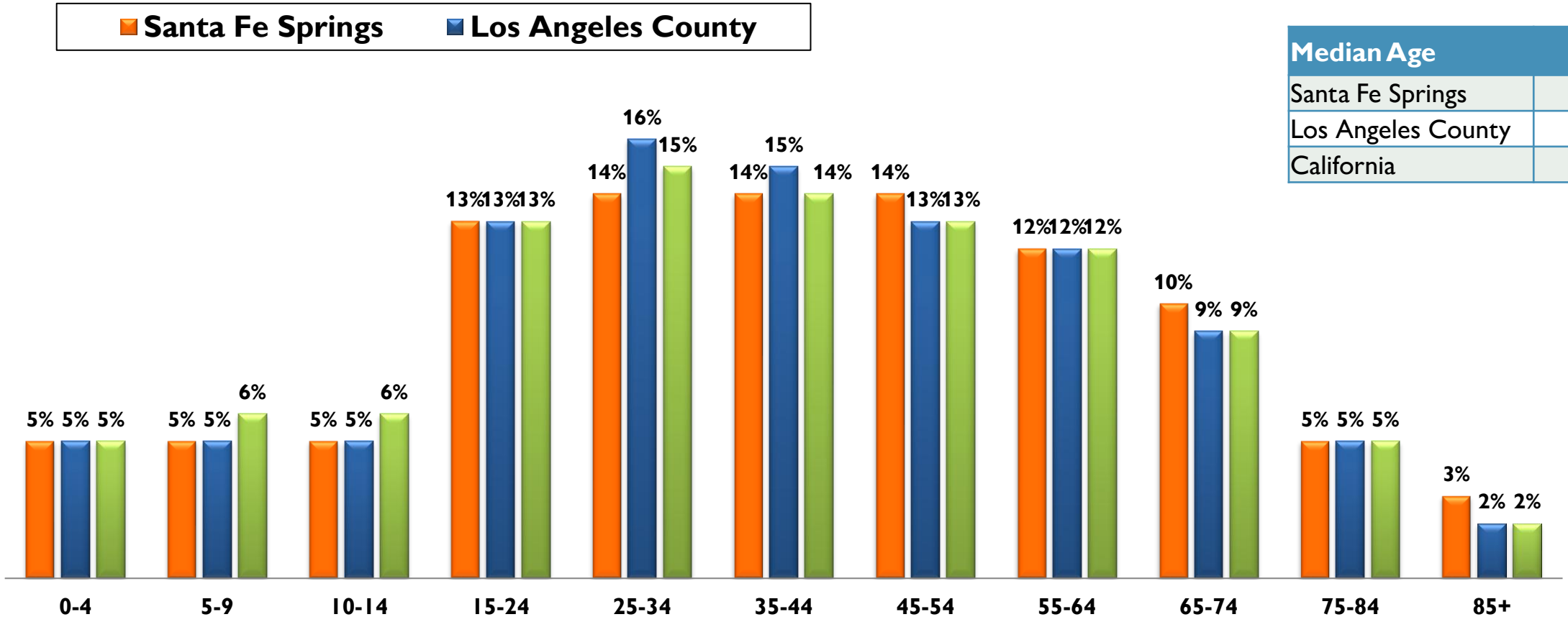
RADII AND DRIVE TIMES

2024	1 Mile	3 Miles	5 Miles		5 Minutes	10 Minutes	15 Minutes
Population	10,365	211,984	572,682		43,652	258,502	697,486
Daytime Population	22,145	211,369	545,840		61,574	248,970	691,081
Households	3,575	62,278	172,880		12,450	76,611	211,921
Average HH Size	2.88	3.36	3.27		3.44	3.33	3.25
Median Age	40.6	38.2	38.3		38.5	38.3	38.5
% Bachelor's Degree or Higher	30.1%	22.2%	25.8%		21.4%	22.1%	27.0%
% Hispanic Origin	73.2%	80.3%	74.5%		81.8%	79.8%	69.9%
Per Capita Income	$37,048	$33,859	$35,495		$30,561	$33,911	$35,746
Median HH Income	$84,578	$90,444	$90,886		$86,073	$90,180	$90,842
Average HH Income	$107,689	$115,145	$117,338		$106,877	$114,176	$117,300

Source: ESRI Business Analyst Online (Accessed June 2024)

POPULATION BY AGE - 2024

SANTA FE SPRINGS HAS A SLIGHTLY OLDER POPULATION COMPARED TO COUNTY AND STATE

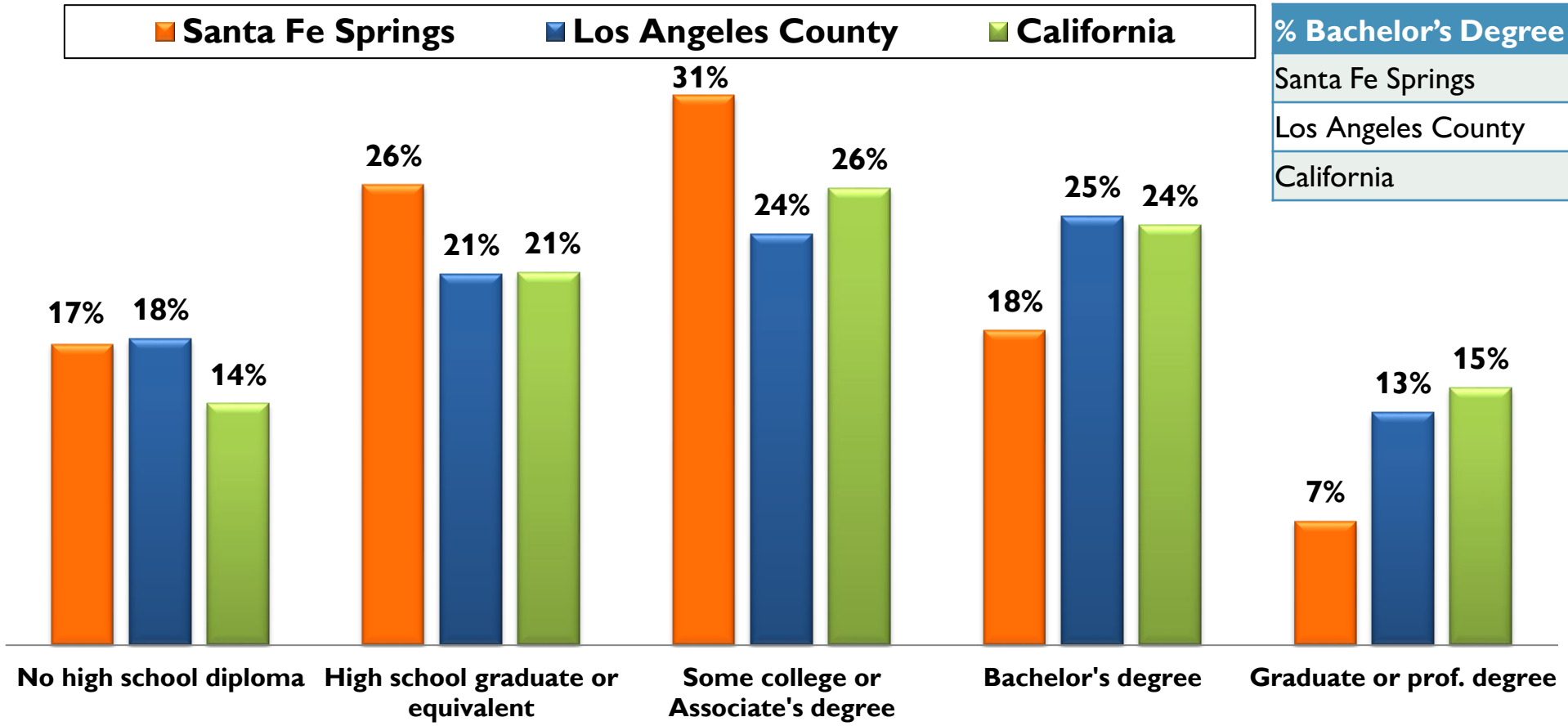


Median Age	
Santa Fe Springs	40.7
Los Angeles County	38.4
California	38.4

Source: ESRI Business Analyst Online (Accessed June 2024)

POPULATION BY EDUCATIONAL ATTAINMENT - 2024

SANTA FE SPRINGS HAS LOWER LEVELS OF EDUCATIONAL ATTAINMENT COMPARED TO COUNTY AND STATE

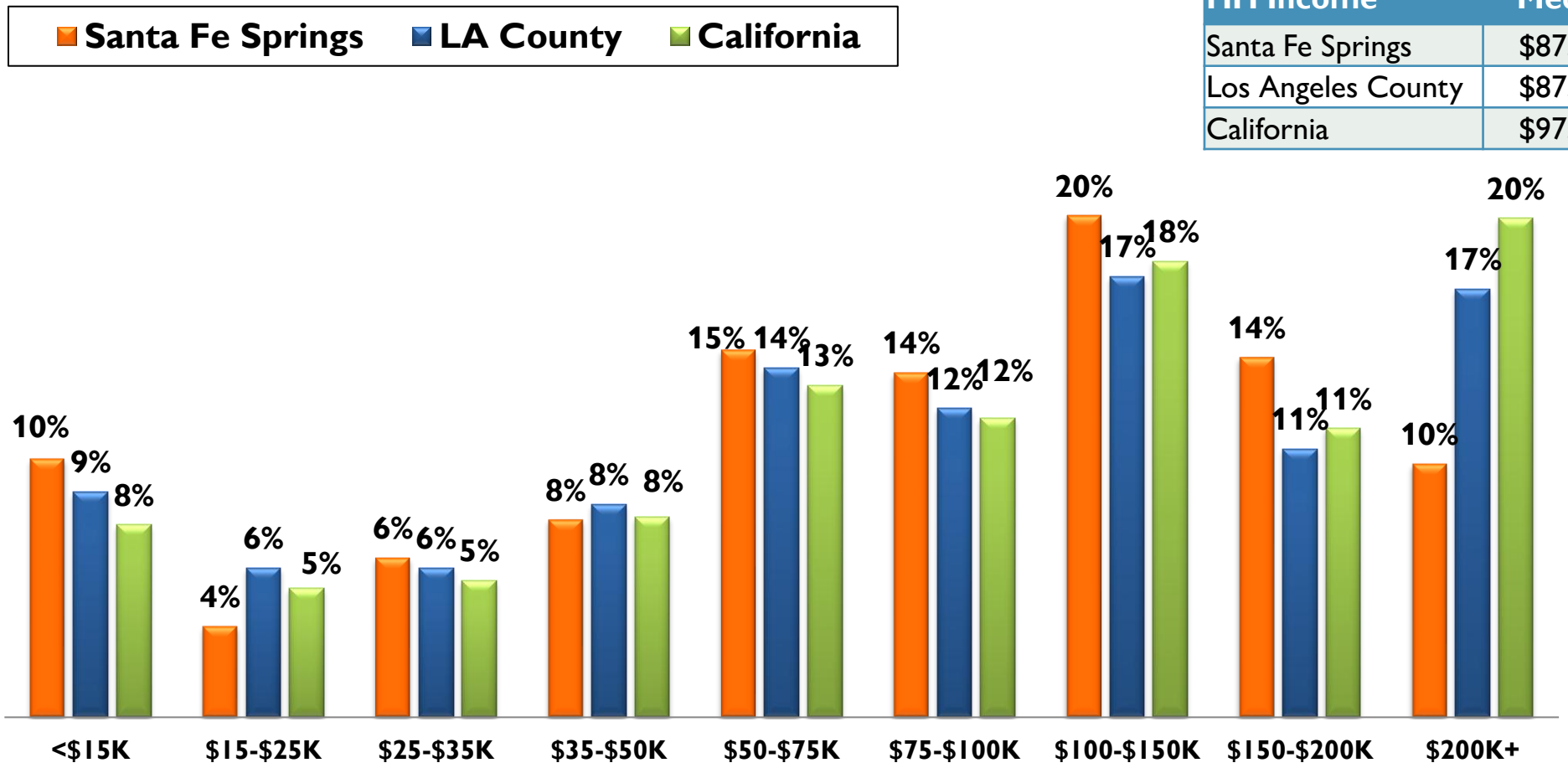


% Bachelor's Degree or Higher	
Santa Fe Springs	25%
Los Angeles County	38%
California	39%

Source: ESRI Business Analyst Online (Accessed June 2024); **Notes:** Population observed includes people aged 25 and older.

POPULATION BY INCOME - 2024

44% OF SANTA FE SPRINGS HOUSEHOLDS EARN >$100K ANNUALLY

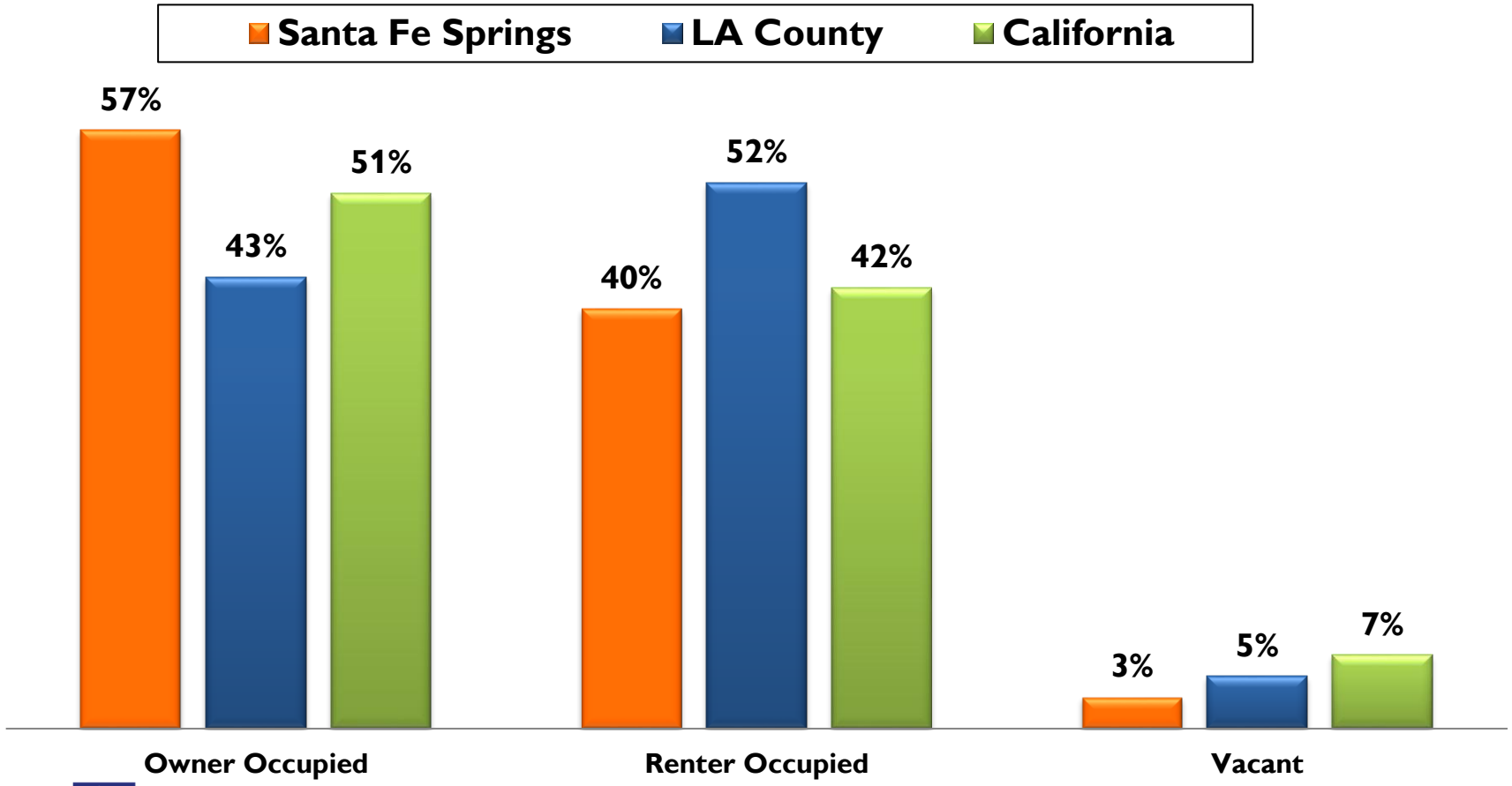


HH Income	Median	Average
Santa Fe Springs	$87,269	$109,192
Los Angeles County	$87,857	$127,405
California	$97,646	$139,308

Source: ESRI Business Analyst Online (Accessed June 2024)

HOUSING BY TENURE - 2024

SANTA FE SPRINGS HAS MORE OWNER-OCCUPIED UNITS

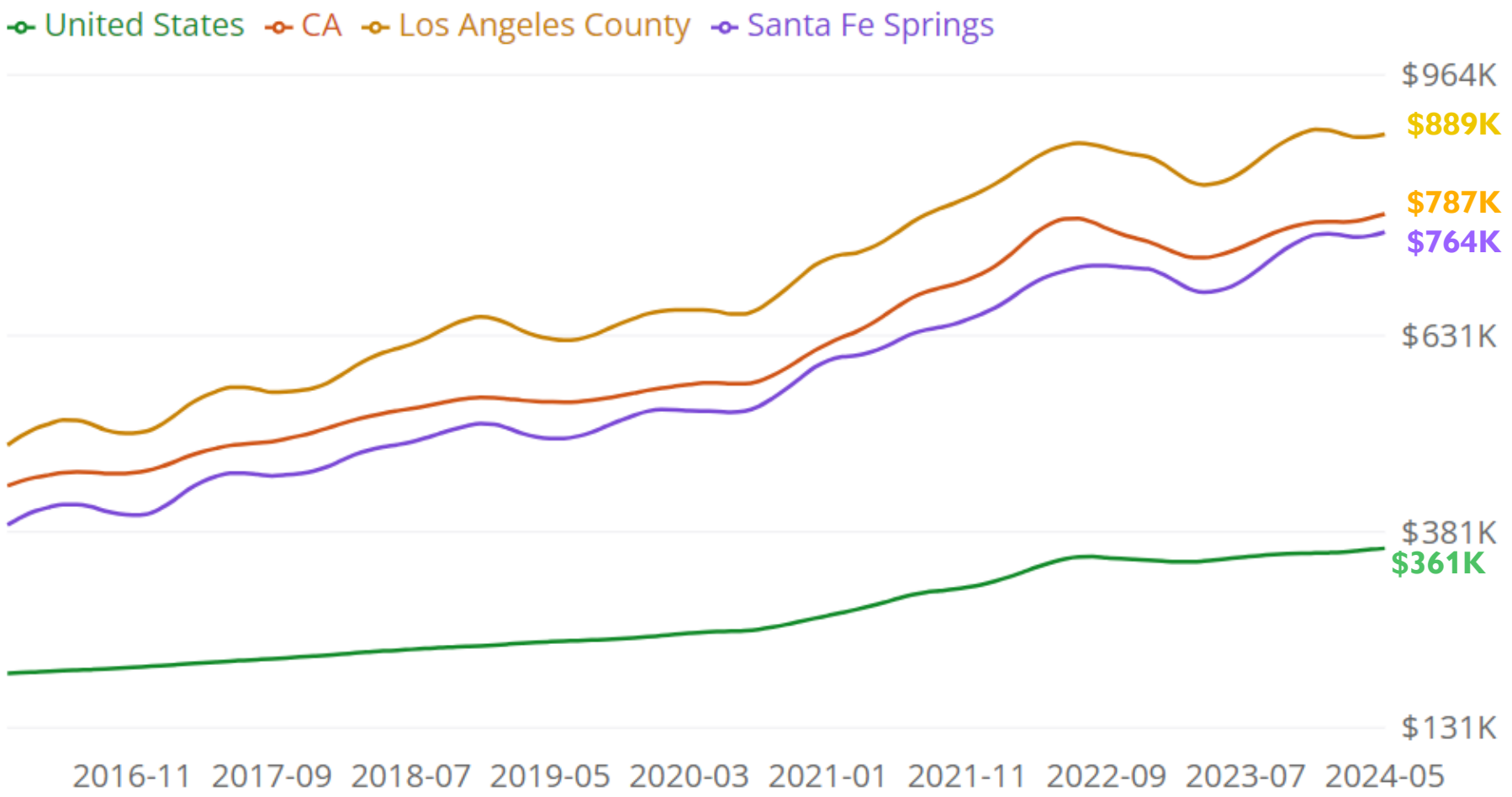


Avg. HH Size	
Santa Fe Springs	3.08
Los Angeles County	2.78
California	2.83

Source: ESRI Business Analyst Online (Accessed June 2024)

HOME VALUE HISTORY

2016 - 2024



Source: Zillow.com (Accessed June 2024)

RETAIL GOODS AND SERVICES EXPENDITURES

The ~5,900 households in the City of Santa Fe Springs spend approximately $159 million annually across these select retail expenditure categories. The top three spending categories are Food at Home (e.g., groceries), Food Away From Home (e.g., restaurants, fast food), and Gasoline / Motor Fuel.

The ~172,900 households in the 5-mile radius spend approximately $5.0 billion across the observed retail expenditure categories annually. Similarly, the top three spending categories are Food at Home, Food Away From Home, and Gasoline / Motor Fuel.

Current Households	City of Santa Fe Springs	% Share Per HH	5-Mile Radius	% Share Per HH
Households:	5,900	-	172,900	-
Average HH Income	$109,200	-	$117,300	-
Avg. HH Expenditures for Select Categories				
Food at Home	$7,088	26.3%	$7,534	26.0%
Food Away From Home	$3,863	14.3%	$4,164	14.4%
Alcohol	$677	2.5%	$722	2.5%
Housekeeping Supplies	$835	3.1%	$889	3.1%
Household Furnishings / Equipment	$1,868	6.9%	$2,020	7.0%
Apparel	$2,323	8.6%	$2,421	8.4%
Vehicle Payments (excl. leases)	$2,400	8.9%	$2,616	9.0%
Gasoline / Motor Fuel	$3,008	11.1%	$3,311	11.4%
Health (OTC/Prescription Drugs, Eyewear)	$520	1.9%	$554	1.9%
Fees / Admission	$794	2.9%	$834	2.9%
TV / Video / Audio Equipment	$1,176	4.4%	$1,254	4.3%
Pets	$962	3.6%	$1,064	3.7%
Toys / Games / Hobby	$163	0.6%	$172	0.6%
Personal Care Products	$552	2.0%	$594	2.1%
Reading	$149	0.6%	$162	0.6%
Education (School Books and Supplies)	$38	0.1%	$42	0.1%
Tobacco Products	$323	1.2%	$337	1.2%
Sports / Recreation / Exercise Equipment	$246	0.9%	$280	1.0%
Total Per Household	**$26,985**	**100.0%**	$28,970	100.0%
Total Annual Spending Potential	**$158,725,300**	**-**	**$5,008,203,000**	**-**

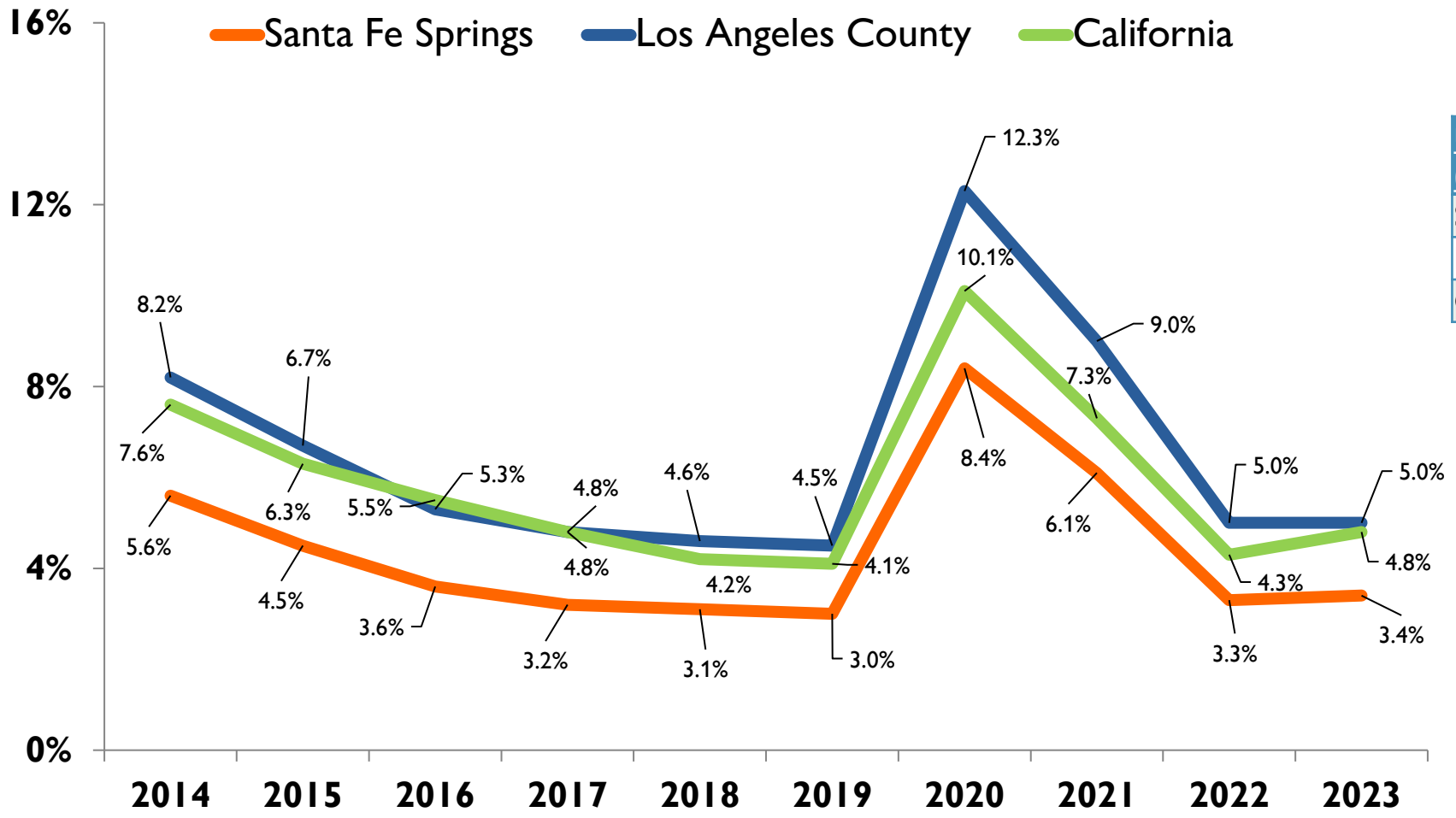
Source: ESRI Business Analyst Online (Accessed June 2024);
Note: The Fees/Admission category primarily reflects spending on entertainment, including tickets to the theatre, movies, parks/museums, and sporting events.

A.3 – UNEMPLOYMENT & EMPLOYMENT BY INDUSTRY

CITY OF SANTA FE SPRINGS – EDOP

UNEMPLOYMENT HISTORY

CITY, COUNTY, AND STATE

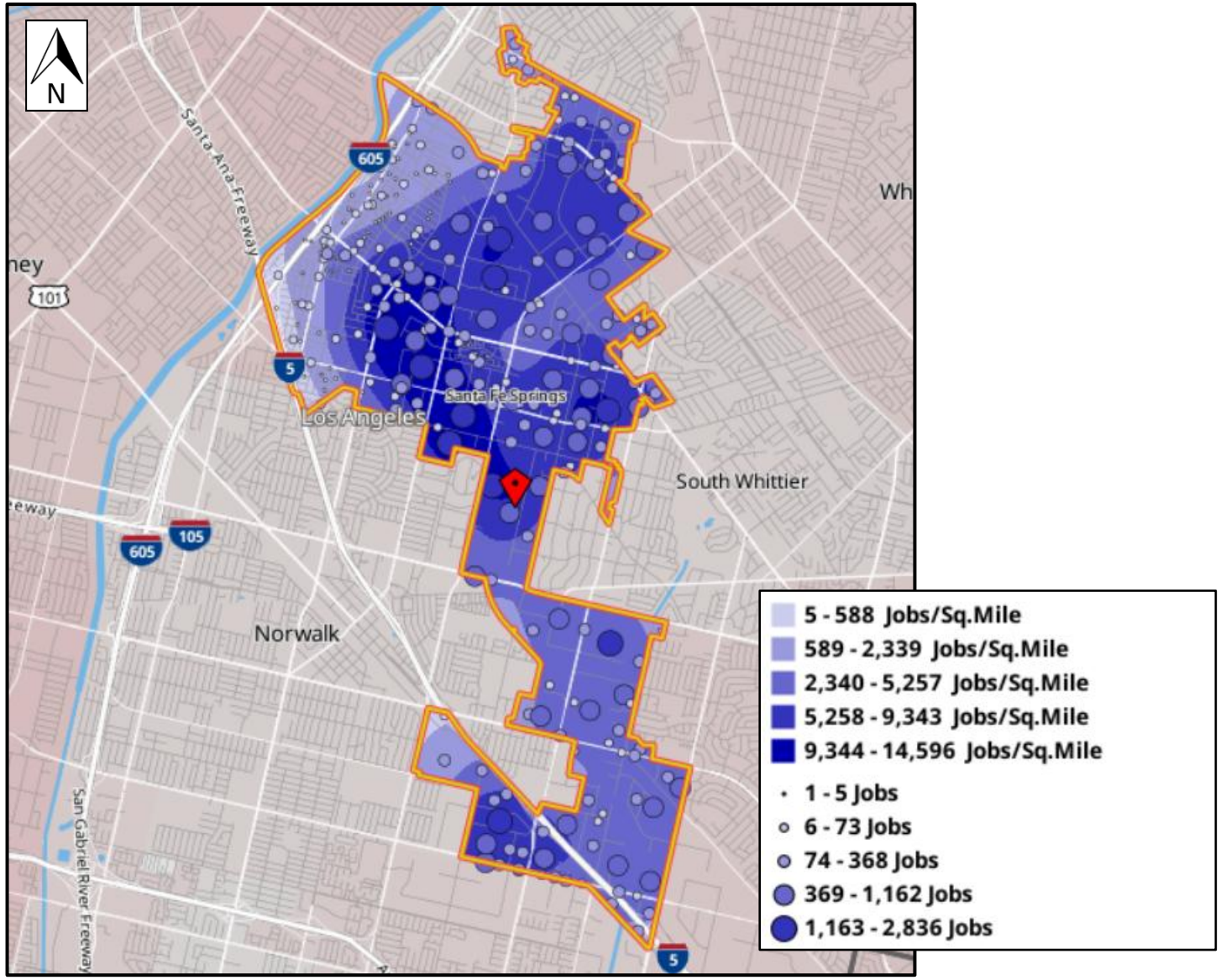


Unemployment Rate (May 2024)	
Santa Fe Springs	3.4%
Los Angeles County	5.2%
California	4.5%

Source: California Employment Development Department (Accessed June 2024);
Notes: Numbers are not seasonally adjusted. Annual averages are observed for years 2014 to 2023.

SANTA FE SPRINGS EMPLOYMENT DENSITY MAP

The highest concentrations of employment in the City of Santa Fe Springs area along Telegraph Rd. and Florence Ave. in the northern section of the City. There are some additional areas of high employment in the southern portion of the City (major industrial facilities)



Source: U.S. Census Bureau Center for Economic Studies (2021, Accessed June 2024)

EMPLOYMENT BY INDUSTRY

CITY OF SANTA FE SPRINGS

Resident Employed Population (Age 16+)	
Sector	***Share***
Health Care and Social Assistance	15.5%
Retail Trade	10.4%
Manufacturing	10.2%
Educational Services	8.3%
Administration & Support, Waste Management and Remediation	7.9%
Wholesale Trade	7.1%
Accommodation and Food Services	6.8%
Transportation and Warehousing	6.0%
Construction	5.7%
Professional, Scientific, and Technical Services	4.6%
Public Administration	4.5%
Finance and Insurance	2.7%
Other Services (excluding Public Administration)	2.3%
Management of Companies and Enterprises	1.9%
Information	1.6%
Real Estate and Rental and Leasing	1.5%
Arts, Entertainment, and Recreation	1.3%
Utilities	0.9%
Agriculture, Forestry, Fishing and Hunting	0.7%
Mining, Quarrying, and Oil and Gas Extraction	0.0%

"Industries in which City residents work"

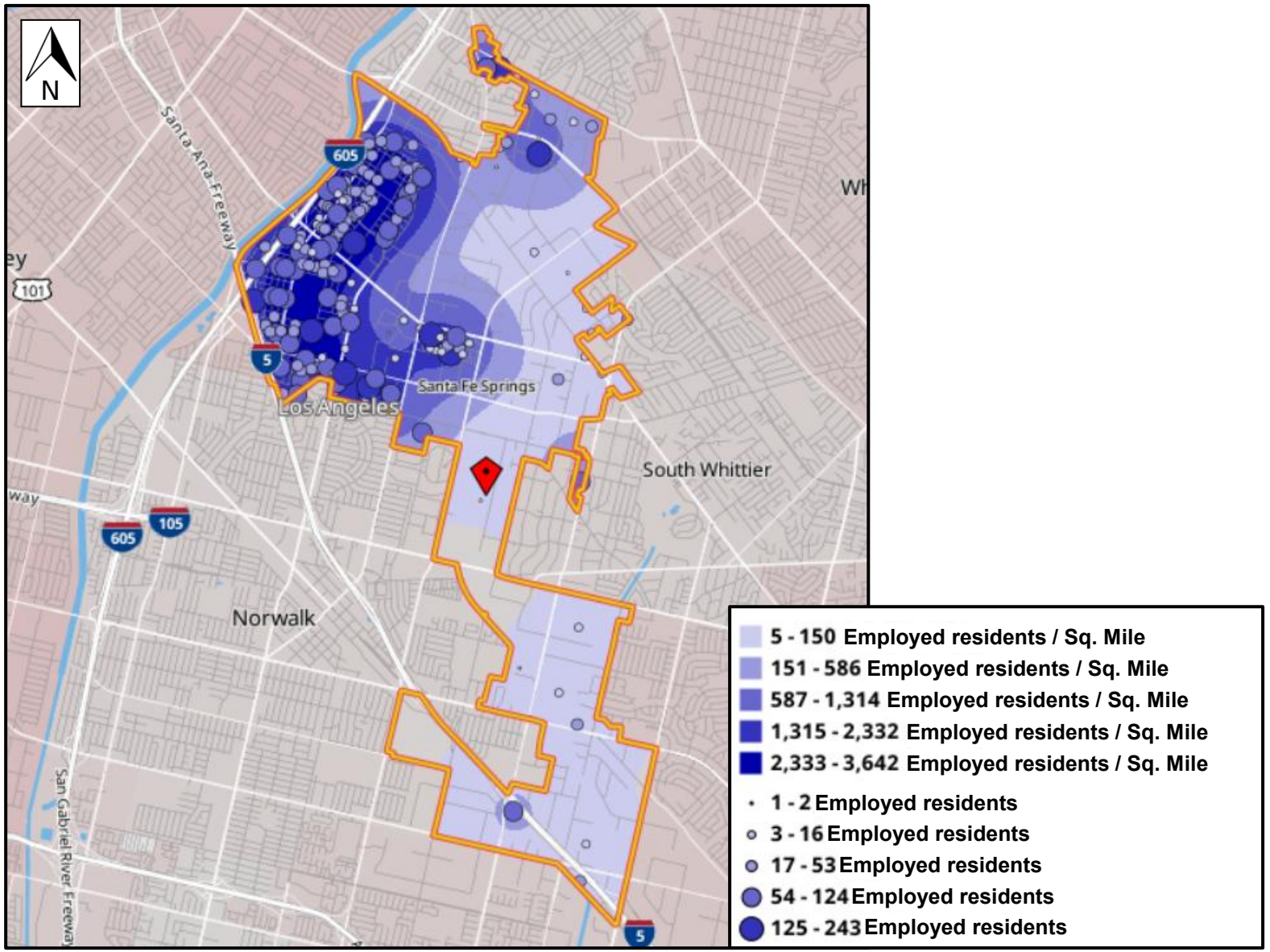
Workers Employed in Study Area (Age 16+)	
Sector	***Share***
Wholesale Trade	23.9%
Manufacturing	21.2%
Construction	12.2%
Administration & Support, Waste Management and Remediation	10.4%
Transportation and Warehousing	8.6%
Professional, Scientific, and Technical Services	4.0%
Retail Trade	3.9%
Health Care and Social Assistance	3.4%
Management of Companies and Enterprises	2.7%
Accommodation and Food Services	2.5%
Other Services (excluding Public Administration)	2.4%
Educational Services	1.4%
Public Administration	1.1%
Real Estate and Rental and Leasing	1.1%
Finance and Insurance	0.5%
Utilities	0.3%
Information	0.2%
Arts, Entertainment, and Recreation	0.1%
Mining, Quarrying, and Oil and Gas Extraction	0.1%
Agriculture, Forestry, Fishing and Hunting	0.0%

"Jobs in the City"

Source: U.S. Census Bureau Center for Economic Studies (2021, Accessed June 2024)
Notes: Categorized by North American Industry Classification System (NAICS) Industry Sectors

SANTA FE SPRINGS RESIDENT CONCENTRATION MAP

Residents are mostly located in the northwestern section of the City, west of Norwalk Blvd. adjacent to the 5 and 605 Freeways.



Source: U.S. Census Bureau Center for Economic Studies (2021, Accessed June 2024)

WORKER DESTINATIONS & ORIGINS

CITY OF SANTA FE SPRINGS

Outflow: Where Residents Commute To For Work		
City	*Count*	*Percentage*
Los Angeles city, CA	1,143	13.8%
Santa Fe Springs city, CA	904	10.9%
Anaheim city, CA	294	3.5%
Whittier city, CA	271	3.3%
Downey city, CA	215	2.6%
Long Beach city, CA	215	2.6%
Norwalk city, CA	191	2.3%
Commerce city, CA	174	2.1%
Industry city, CA	155	1.9%
Santa Ana city, CA	154	1.9%
Irvine city, CA	148	1.8%
Orange city, CA	147	1.8%
Cerritos city, CA	124	1.5%
Fullerton city, CA	124	1.5%
Brea city, CA	97	1.2%
Vernon city, CA	97	1.2%
La Mirada city, CA	85	1.0%
Montebello city, CA	85	1.0%
Buena Park city, CA	81	1.0%
Pico Rivera city, CA	81	1.0%
San Diego city, CA	81	1.0%
Carson city, CA	75	0.9%
Costa Mesa city, CA	73	0.9%
South Whittier CDP, CA	72	0.9%
Bellflower city, CA	65	0.8%
All Other Locations	3,138	37.9%

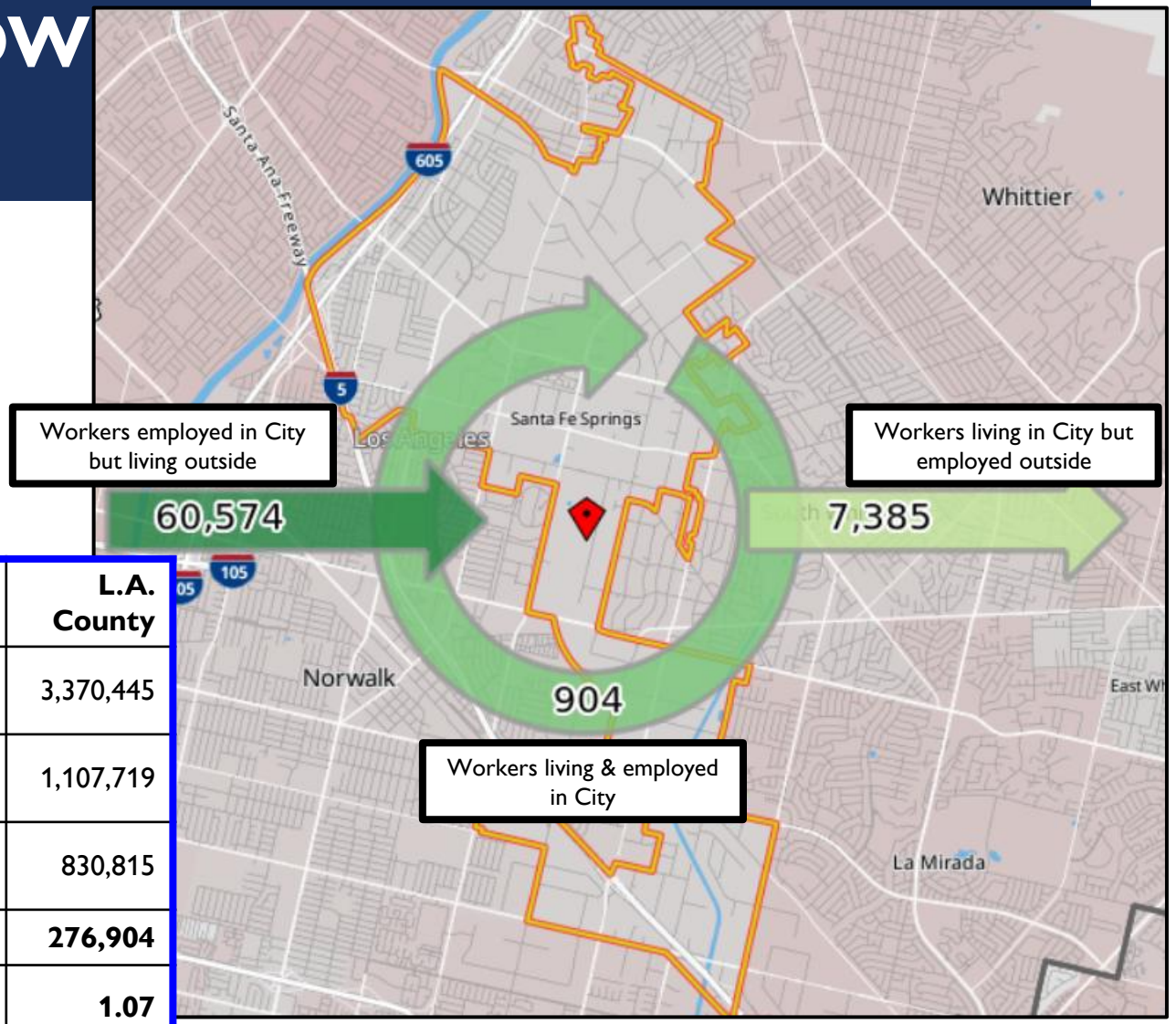
Inflow: Where Workers Come From		
City	*Count*	*Percentage*
Los Angeles city, CA	5,055	8.2%
Norwalk city, CA	2,254	3.7%
Long Beach city, CA	2,181	3.5%
Whittier city, CA	1,960	3.2%
South Whittier CDP, CA	1,702	2.8%
Anaheim city, CA	1,540	2.5%
Downey city, CA	1,338	2.2%
Pico Rivera city, CA	1,042	1.7%
Fullerton city, CA	1,016	1.7%
Santa Fe Springs city, CA	904	1.5%
South Gate city, CA	860	1.4%
La Habra city, CA	824	1.3%
La Mirada city, CA	786	1.3%
Bellflower city, CA	779	1.3%
West Whittier-Los Nietos CDP, CA	765	1.2%
Buena Park city, CA	761	1.2%
East Los Angeles CDP, CA	710	1.2%
Lakewood city, CA	635	1.0%
El Monte city, CA	632	1.0%
West Covina city, CA	621	1.0%
Compton city, CA	617	1.0%
Huntington Beach city, CA	616	1.0%
Santa Ana city, CA	579	0.9%
Garden Grove city, CA	575	0.9%
Riverside city, CA	564	0.9%
All Other Locations	32,162	52.3%

Source: U.S. Census Bureau Center for Economic Studies (2021, Accessed June 2024)

WORKER INFLOW / OUTFLOW
CITY OF SANTA FE SPRINGS

- Employees who work in the City are coming from Los Angeles, Norwalk, Long Beach, Whittier, South Whittier CDP, and Anaheim
- Employed residents living in Santa Fe Springs are traveling to Los Angeles, Anaheim, Whittier, Downey, Long Beach, and Norwalk for work
- Per the 2022-2023 ACFR, top 10 employers in Santa Fe Springs include:
  - FN Logistics, LLC (1,100 employees)
  - McMaster Carr Supply Co. (788)
  - Vans (510)
  - L.A. Specialty Produce Co. (474)
  - FedEx Ground Package System (450)
  - SE Pipe Line Construction (440)
  - Southern Glazer's Wine & Spirits (417)
  - Bumble Bee Seafoods, LLC (355)
  - Harbor Distributions, LLC (350)
  - Pactiv, LLC (315)

Reference	Santa Fe Springs	L.A. County
Workers Living and Working	904	3,370,445
Workers Coming (Inflow)	60,574	1,107,719
Workers Going (Outflow)	7,385	830,815
Net Inflow/Outflow	**53,189**	**276,904**
Employment Ratio*	**7.42**	**1.07**



***Employment Ratio** = People employed within City (living and working in City + those who come into City for work) / Employed population of City (living and working in City + workers who live in the City, but work outside of the City)
Source: U.S. Census Bureau Center for Economic Studies (2021, Accessed June 2024)

JOBS / HOUSING BALANCE

2024	Santa Fe Springs City	Los Angeles County	California State
Employment	49,602	4,531,369	17,417,963
Households	5,882	3,436,464	13,641,471
Jobs / Housing Ratio	**8.43**	**1.32**	**1.28**

Source: ESRI Business Analyst Online (Accessed June 2024)

EMPLOYMENT PROJECTIONS BY INDUSTRY

LOS ANGELES COUNTY

Industry	2020	2030	Annual Growth 2020-2030	Total Growth 2020-2030	Total Change 2020-2030
Health Care and Social Assistance	698,100	850,500	15,240	152,400	21.8%
Accommodation and Food Services	328,600	480,300	15,170	151,700	46.2%
Professional, Scientific, and Tech. Services	289,300	341,200	5,190	51,900	17.9%
Admin. and Support / Waste Mgmt.	248.200	297.200	4,900	49,000	19.7%
Retail Trade	380,200	424,900	4,470	44,700	11.8%
Information	191,000	231,200	4,020	40,200	21.0%
Arts, Entertainment, and Recreation	64,900	103,700	3,880	38,800	59.8%
Transportation and Warehousing	196,100	234,600	3,850	38,500	19.6%
Other Services (excludes Private Household Workers)	128,700	161,300	3,260	32,600	25.3%
Educational Services (Private)	122,200	147,600	2,540	25,400	20.8%
Government	570,200	595,200	2,500	25,000	4.4%
Construction	146,500	165,300	1,880	18,800	12.8%
Wholesale Trade	200,000	216,300	1,630	16,300	8.2%
Financial Activities	212,600	225,100	1,250	12,500	5.9%
Mgmt. of Companies and Enterprises	62,200	68,800	660	6,600	10.6%
Utilities	11,700	11,600	(10)	(100)	(0.9%)
Manufacturing	315,100	296,300	(1,880)	(18,800)	(6.0%)
Total Nonfarm	4,167,300	4,852,500	68,520	685,200	16.4%
Total Other	296,700	313,600	1,690	16,900	5.7%
Total Farm	4,400	4,000	(40)	(400)	(9.1%)
Total Employment	**4,468,400**	**5,170,100**	**70,170**	**701,700**	**15.7%**

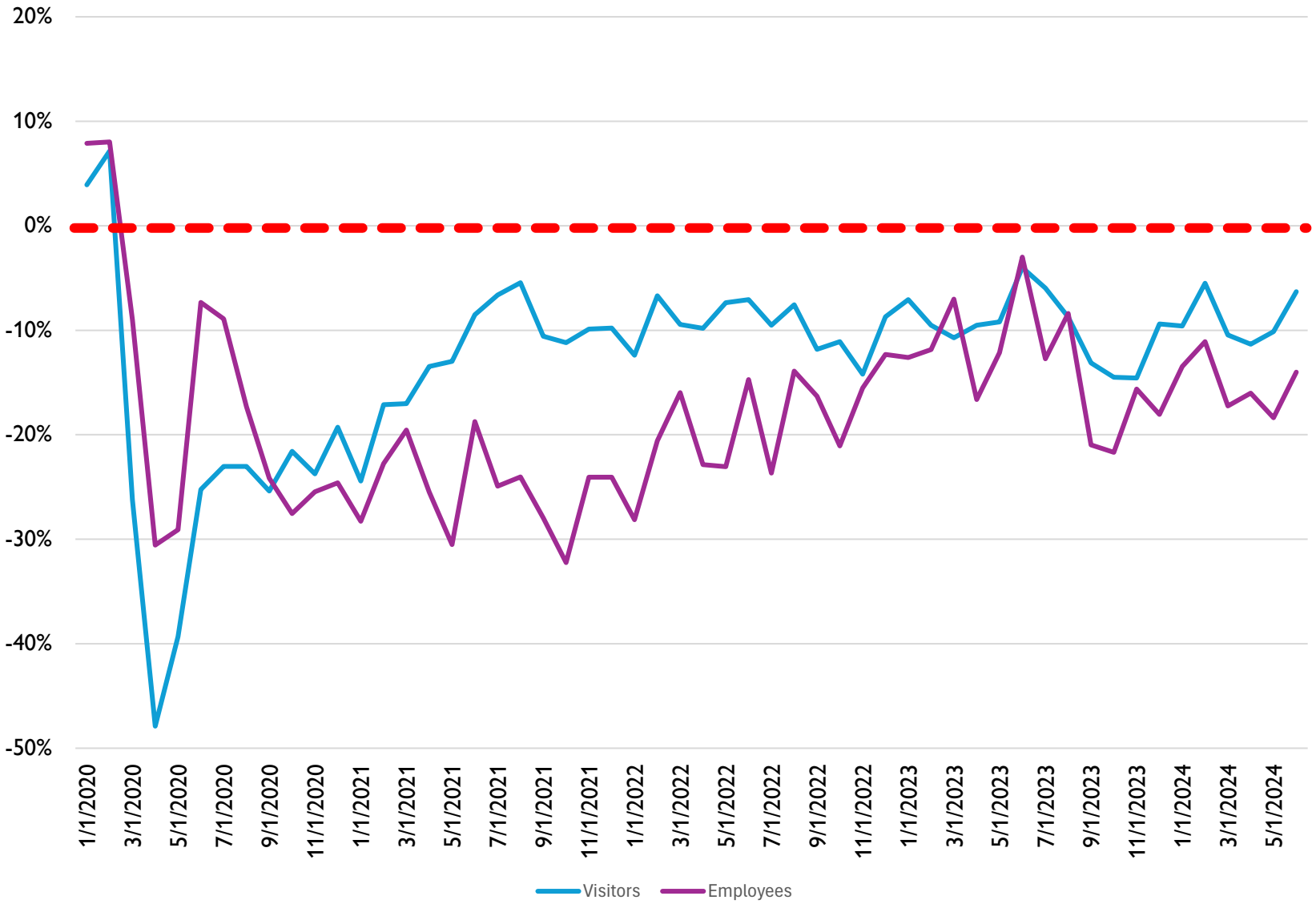
Source: California Employment Development Department, (Accessed June 2024)
Notes: Other refers to self-employed and private household workers. Numbers in parentheses and in red indicate negative numbers. Professional and Business Services include professional, scientific, tech services, admin support and waste management and remediation, and management of companies.

A.4 – VISITATION TRENDS

CITY OF SANTA FE SPRINGS – EDOP

SANTA FE SPRINGS

VISITOR AND EMPLOYEE VISITS PER MONTH (AS % OF 2019 BASELINE)



Source: Placer.ai (Accessed July 2024)

CITY OF SANTA FE SPRINGS
VISITOR / EMPLOYEE FOOT-TRAFFIC OVERVIEW

Visitor / Employee Summary Data (7/1/2023 to 6/30/2024)

	Visitors	Employees
Annual Visits	27.4 million	14.1 million
Visit Frequency	8.4	171.2
Avg. Visit Length	132 minutes	443 minutes
Avg. HH Income	$101K	$103K

Visitation Data: Distance from Home Area

	0-3 Miles	3-7 Miles	7-10 Miles
Visitors	45%	17%	12%
Employees	42%	24%	13%

	10-30 Miles	30-100 Miles	100+ Miles
Visitors	16%	6%	4%
Employees	17%	3%	1%

Source: Placer.ai (Accessed July 2024);
Notes: Considers a minimum of 1 visit to the City of Santa Fe Springs by visitors over the period from July 2023 to June 2024.

WHAT IS THE VISITOR AND EMPLOYEE PROFILE TO THE CITY? (7/1/2023 TO 6/30/2024)

Avg. HH Income

Visitors	$101,000
Employees	$103,000

Ethnicity

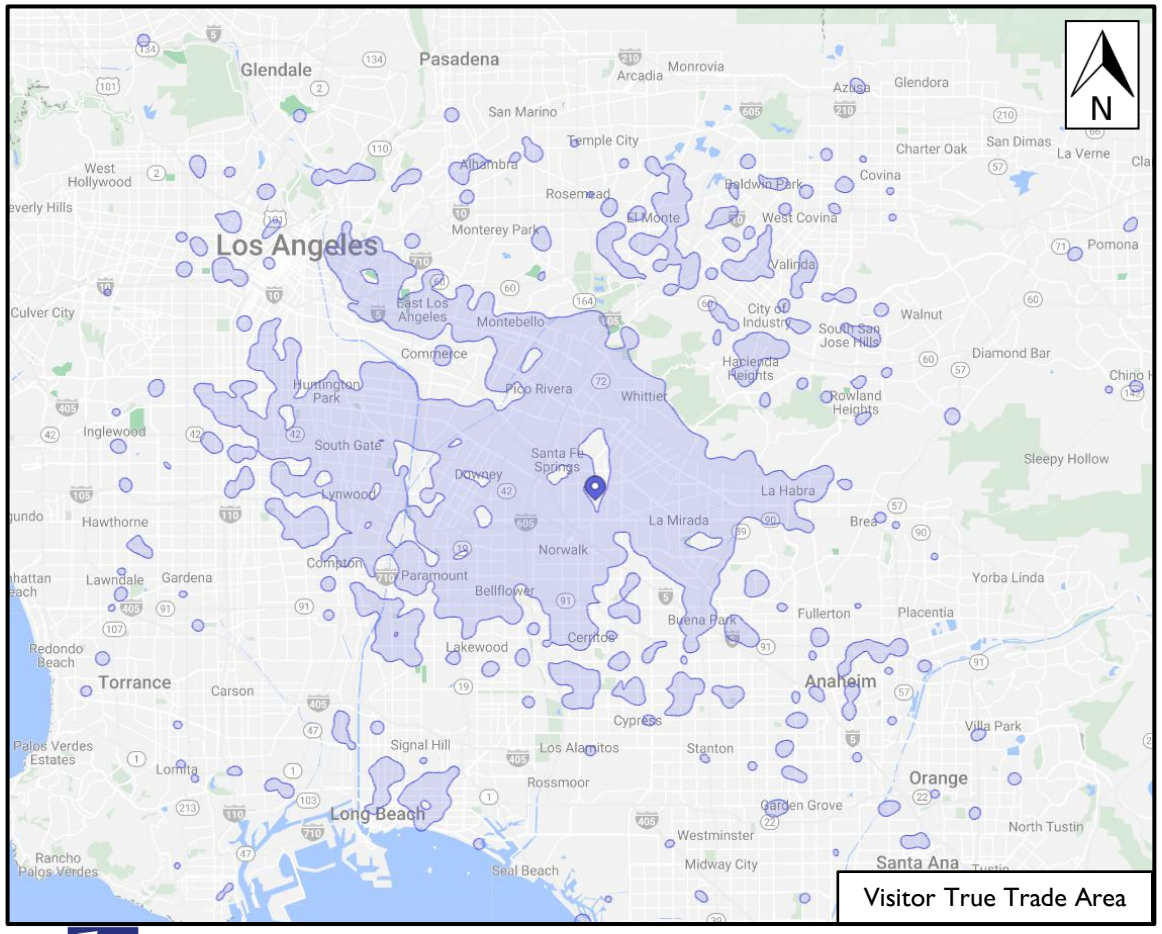
Visitors		Employees	
Hispanic	73.4%	Hispanic	69.0%
White	11.9%	White	13.0%
Asian	9.4%	Asian	11.7%
Black	3.1%	Black	3.6%

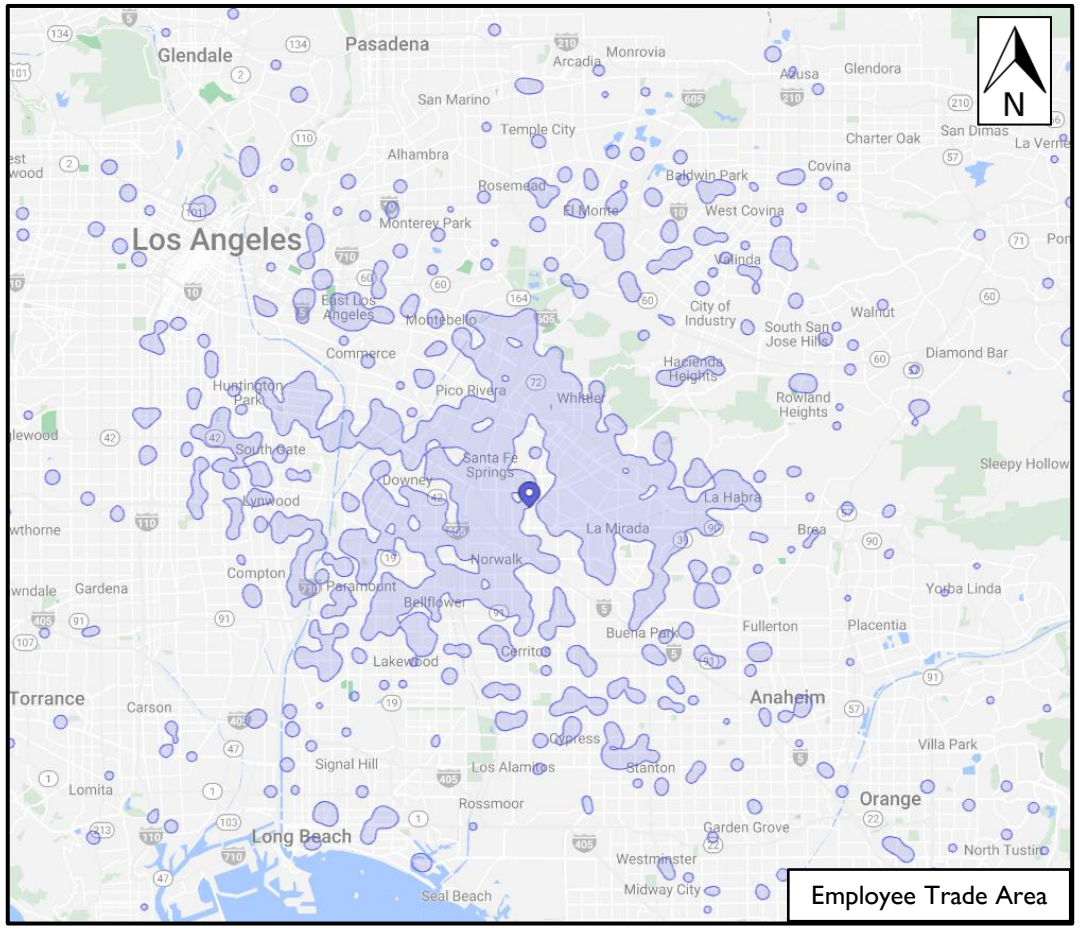
Top Home Location Zip Codes

Visitors		Employees	
90650	Norwalk	90650	Norwalk
90605	Whittier	90670	Santa Fe Springs
90604	Whittier	90660	Pico Rivera
90606	Whittier	90605	Whittier
90660	Pico Rivera	90604	Whittier

Source: Placer.ai (Accessed July 2024);
Notes: Considers a minimum of 1 visit to the City of Santa Fe Springs by visitors over the period from July 2023 to June 2024.

TRADE AREA COVERAGE: 7/1/2023 TO 6/30/2024 EMPLOYEES AND VISITORS TO SANTA FE SPRINGS





Source: Placer.ai (Accessed July 2024); **Notes**: Considers a minimum of 1 visit by visitors to the City of Sante Fe Springs over the last year. True trade area reflects where 70% of visitors and employees to the City of Santa Fe Springs come from.

RESIDENTS (CITY OF SANTA FE SPRINGS)
TOP VISITED PLACES – PLACER.AI

Location	City	Dist. (miles)	%
Restaurants			
Olive Garden	Downey	3.2	14%
Olive Garden	Whittier	2.7	11%
BJ's Restaurant and Brewhouse	Downey	3.4	10%
Denny's	Whittier	2.7	10%
Lucky Thai Cuisine	Whittier	1.0	10%
Fast Food / QSR			
In-N-Out Burger	Santa Fe Springs	1.0	40%
McDonald's	Santa Fe Springs	1.0	22%
Chick-Fil-A (Imperial Hwy.)	Norwalk	1.1	18%
Raising Cane's Chicken Fingers	Whittier	3.3	13%
Raising Cane's Chicken Fingers	Downey	3.2	12%

Location	City	Dist. (miles)	%
Breakfast / Coffee / Dessert Shops			
Starbucks	Santa Fe Springs	1.7	28%
IHOP	Norwalk	1.3	11%
Porto's Bakery and Café	Downey	4.1	9%
Tierra Mia Coffee	Pico Rivera	3.3	9%
IHOP	Santa Fe Springs	2.8	8%
Grocery Stores			
Northgate Gonzalez Markets	Pico Rivera	3.2	24%
Northgate Gonzalez Markets	Norwalk	1.9	23%
Food 4 Less	Santa Fe Springs	1.2	22%
Stater Bros. Markets	Norwalk	2.0	20%
El Super	Santa Fe Springs	0.9	20%

Sources: Placer.ai; Percentage reflects the percentage of employees of the City of Santa Fe Springs who visited each location 1 or more times from 7/1/23 to 6/30/24. (Accessed August 2024); *Location listed as permanently closed now.

RESIDENTS (CITY OF SANTA FE SPRINGS)
TOP VISITED PLACES – PLACER.AI

Location	City	Dist. (miles)	%
Bars / Pubs			
Gardens Bar & Grill	Pico Rivera	2.8	6%
The Bottle Room	Whittier	3.5	4%
The Junction Bar	Downey	2.8	4%
S&P Restaurant and Sports Bar*	Santa Fe Springs	0.9	4%
Ojos Locos Sports Cantina	Downey	4.0	2%
Fitness			
Esporta Fitness (Imperial Hwy.)	Norwalk	1.0	9%
Center Court	Santa Fe Springs	1.7	8%
Planet Fitness (Telegraph Rd.)	Santa Fe Springs	1.2	7%
Planet Fitness (Washington Blvd.)	Santa Fe Springs	2.7	7%
Esporta Fitness*	Santa Fe Springs	0.9	5%

Location	City	Dist. (miles)	%
Entertainment (Theatres / Music)			
AMC Norwalk 20	Norwalk	1.4	23%
Cinemark Downey	Downey	4.1	11%
LOOK Dine-In Cinemas	Downey	4.1	6%
Cinepolis Cinemas	Pico Rivera	5.1	5%
AMC La Mirada 7	La Mirada	4.1	3%
Super Stores			
Walmart	Santa Fe Springs	0.9	57%
Target (Carmenita Rd.)	Santa Fe Springs	0.9	47%
Costco	Norwalk	2.5	35%
Target (Imperial Hwy.)	Norwalk	1.3	30%
Target (Firestone Blvd.)	Norwalk	2.6	26%
Beauty & Spa			
Ulta Beauty	Downey	3.9	9%
Ulta Beauty	Pico Rivera	4.3	6%
Ulta Beauty	Whittier	3.7	6%
J&J Nails Spa**	Santa Fe Springs	1.9	5%
Pauline's Nails	Santa Fe Springs	1.9	4%

Sources: Placer.ai; Percentage reflects the percentage of employees of the City of Santa Fe Springs who visited each location 1 or more times from 7/1/23 to 6/30/24. (Accessed August 2024); *Location listed as permanently closed now. **Business changed its name.

EMPLOYEES (CITY OF SANTA FE SPRINGS)
TOP VISITED PLACES – PLACER.AI

Location	City	Dist. (miles)	%
Restaurants			
Olive Garden	Whittier	2.7	7%
Olive Garden	Downey	3.2	6%
BJ's Restaurant and Brewhouse	Cerritos	5.0	6%
Applebee's	Norwalk	1.3	6%
NORMS	Whittier	3.2	5%
Fast Food / QSR			
In-N-Out Burger	Santa Fe Springs	1.0	18%
Chick-Fil-A	Norwalk	1.1	11%
McDonald's	Santa Fe Springs	1.0	9%
Chick-Fil-A	Santa Fe Springs	0.9	9%
In-N-Out Burger	La Mirada	4.1	8%

Location	City	Dist. (miles)	%
Breakfast / Coffee / Dessert Shops			
Starbucks	Santa Fe Springs	1.7	7%
Porto's Bakery and Café	Buena Park	6.7	7%
Porto's Bakery and Café	Downey	4.1	7%
Panera Bread	Norwalk	1.1	6%
Joe's Italian Ice	Anaheim	12.9	4%
Grocery Stores			
Northgate Gonzalez Markets	Norwalk	1.9	12%
El Super	Santa Fe Springs	0.9	9%
Food 4 Less	Santa Fe Springs	1.2	9%
Stater Bros. Markets	Whittier	3.2	7%
Stater Bros. Markets	Norwalk	2.0	6%

Sources: Placer.ai; Percentage reflects the percentage of employees of the City of Santa Fe Springs who visited each location 1 or more times from 7/1/23 to 6/30/24. (Accessed August 2024); *Location listed as permanently closed now.

EMPLOYEES (CITY OF SANTA FE SPRINGS)
TOP VISITED PLACES – PLACER.AI

Location	City	Dist. (miles)	%
Bars / Pubs			
The Bottle Room	Whittier	3.5	3%
Ojos Locos	Downey	4.0	2%
Ballast Point Brewing Long Beach	Long Beach	13.2	2%
Gardens Bar & Grill	Pico Rivera	2.8	2%
S&P Restaurant & Sports Bar*	Santa Fe Springs	0.9	2%
Fitness			
Esporta Fitness	Norwalk	1.0	5%
Planet Fitness (Telegraph Rd.)	Santa Fe Springs	1.2	3%
24 Hour Fitness (Apollo Wy.)	Downey	4.1	2%
Planet Fitness (Washington Blvd.)	Santa Fe Springs	2.7	2%
24 Hour Fitness (Imperial Hwy.)	Santa Fe Springs	1.4	2%

Location	City	Dist. (miles)	%
Entertainment (Theatres / Music)			
AMC Norwalk 20	Norwalk	1.4	11%
Cinemark Downey	Downey	4.1	6%
AMC Montebello 10	Montebello	7.2	3%
Cinepolis Cinemas	Pico Rivera	5.1	3%
Regal Edwards Cerritos	Cerritos	4.3	3%
Super Stores			
Walmart (Telegraph Rd.)	Santa Fe Springs	0.9	24%
Target (Carmenita Rd.)	Santa Fe Springs	0.9	18%
Costco	Norwalk	2.5	17%
Target (Imperial Hwy.)	Norwalk	1.3	14%
Costco	La Habra	5.3	13%
Beauty & Spa			
Ulta Beauty	Whittier	3.7	5%
Ulta Beauty	Pico Rivera	4.3	3%
Beauty 24	Santa Fe Springs	0.9	3%
Ulta Beauty	Downey	3.9	2%
Ulta Beauty	La Habra	5.8	2%

Sources: Placer.ai; Percentage reflects the percentage of employees of the City of Santa Fe Springs who visited each location 1 or more times from 7/1/23 to 6/30/24. (Accessed August 2024); *Location listed as permanently closed now.



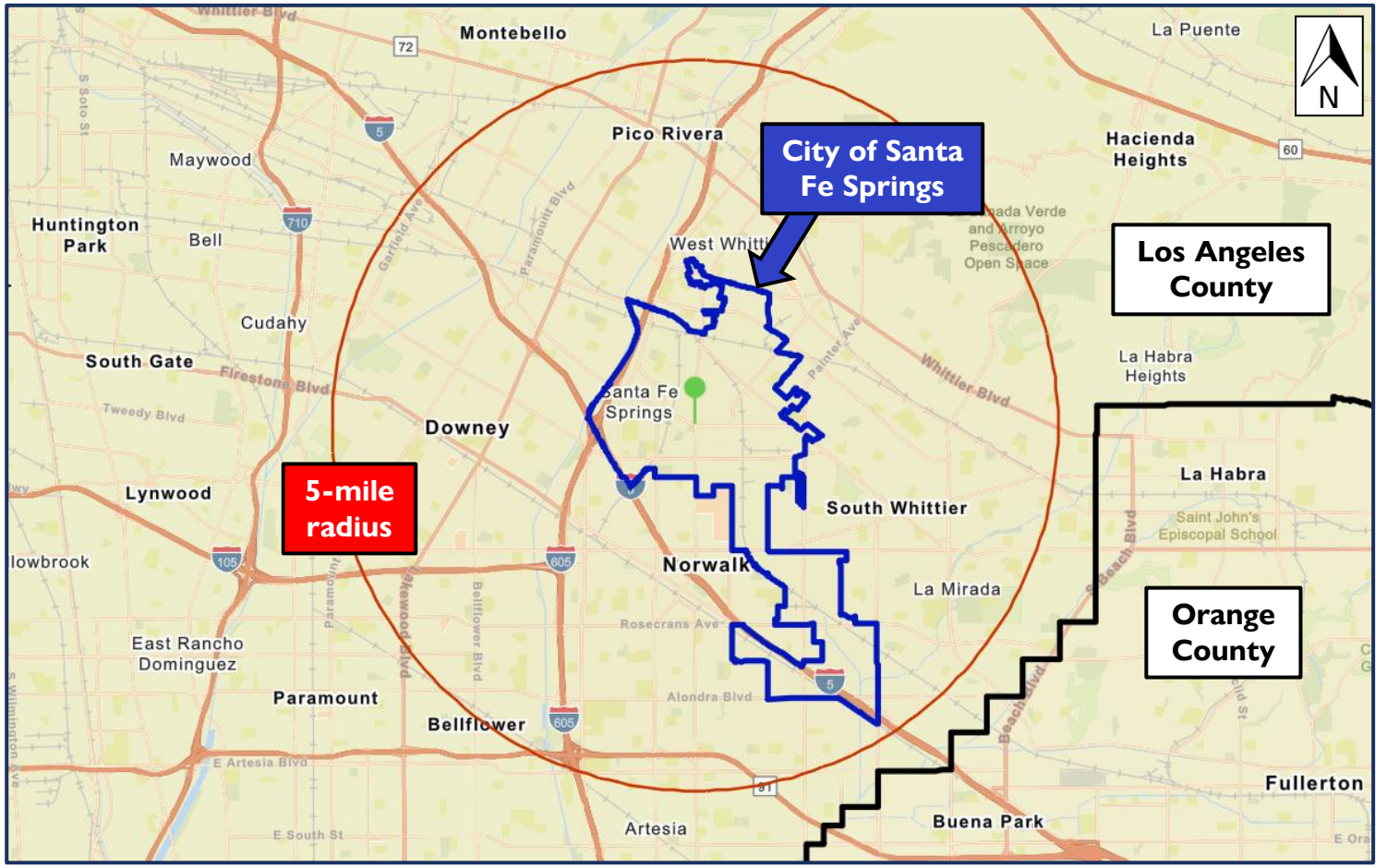
B. MARKET DEMAND ANALYSIS

CITY OF SANTA FE SPRINGS – EDOP

OVERVIEW
MARKET DEMAND ANALYSIS

Overview

- The Market Demand Analysis evaluates major asset classes (e.g., retail, office, industrial/flex, multifamily residential, and hospitality [hotel]). Geographies observed in the Market Demand Analysis include:
  - City of Santa Fe Springs ("City")
  - 5-mile radius from Telegraph Rd. and Norwalk Blvd. (a reflection of the local market area without entering into northern Orange County cities)
  - Los Angeles County ("County")
- The Market Demand Analysis observes the following:
  - Recent market trends across asset classes
  - Existing supply conditions for commercial (retail and industrial/flex space), residential (multifamily), and hospitality (hotel) for the most recent available quarter (Q2 2024)
  - Historical trends in vacancy and market asking rents on an annual basis over the last ten years (2013 to 2023)



MARKET SUMMARY
MARKET TRENDS AND RETAIL MARKET

Market Trends

- *Retail*: Retail store closures, bankruptcies, and e-commerce has changed economics of retail centers; Retail centers are being reimagined into mixed/blended use developments; Retail is driven by trip-generators like entertainment, experience, and essential
- *Office*: Leasing activity has declined as remote work becomes new normal; shift to suburban offices and integrating office amenities in blended use environments
- *Industrial*: E-commerce is accelerating growth of industrial; Significant demand for fulfillment, last-mile, flex / R&D, and warehouse facilities
- *Residential*: Home have become live, play, and **work** environments; Home offices are the new home amenity as single and multifamily housing projects are designed to accommodate work space
- *Hospitality*: The hospitality sector (including conventions and tourism) was hurt significantly by the COVID-19 pandemic; Leisure travel is showing signs of rebounding

Retail

- Limited demand for retail space, given e-commerce trends; major available retail space in the City (34,119 SF) and approx. six store closures (~23,500 SF) in the last 10 years
- Retail vacancy is **lower** than both the 5-mile radius and the County which has been the case over the last seven years. Current retail rents are **higher** than the 5-mile radius but **lower** than the County
- The only addition to the market in the last 10 years was 16,000 SF of grocery space; a net loss of 5 stores and 7,500 SF
- 7,500 SF of retail space is under construction with 6,000 SF proposed
- ~203,900 SF of retail space over 40 years old could be replaced or reimagined in a blended-use project
- Some retail leakage to neighboring cities of Norwalk and Downey to general merchandise stores and clothing retailers

MARKET SUMMARY
OFFICE AND INDUSTRIAL / FLEX MARKETS

Office

- No new office construction since 2017; limited inventory added to the market in the last 10 years (32,000 SF medical office building)
- Office vacancy is **slightly higher** than that of the 5-mile radius and **lower** than the County; office rents are 2.4% **lower** than rents in the 5-mile radius, but 23.8% **lower** when compared to County rents
- Demand for office space is further limited as there is no office space currently planned, proposed, or under construction
- 58% of overall office space is older than 40 years, half of which (~311,300 SF) could be replaced or reimagined

Industrial / Flex

- Industrial/Flex base in the City is massive (56.5 million SF)
- Industrial vacancy in the City is **on par** with vacancy rates in both the 5-mile radius and the County; rents are **slightly higher** compared to the 5-mile radius and **lower** compared to the County
- Significant demand for industrial space with seven new industrial buildings under construction (~693,000 SF) and six industrial buildings proposed (~442,100 SF)
- Fluctuations in the industrial market over the last 10 years with a loss of 20 buildings but an overall net positive growth in the market (~1.6 million SF added)
- The industrial market in the City is older with 50% of the industrial / flex space older than 40 years. An estimated ~7.0M-14.1M SF (between a quarter or half of total industrial space) could be redeveloped or upgraded to meet the needs of shifting industrial market

MARKET SUMMARY

MULTIFAMILY RESIDENTIAL AND HOSPITALITY (HOTEL) MARKET

Multifamily Residential

- Strong multifamily residential market in the City (2.5% vacancy), lower than both the 5-mile radius and the County. Aside from new construction spikes, multifamily vacancy trends lower than the observed geographies
- 55% of units are market-rate, 26% affordable, and 19% market-rate/affordable. Senior housing accounts for 33% of housing units
- Majority of the City's units are Class C (70%), followed by Class A (20%) and Class B (10%)
- 278 new residential apartment units and 50 townhomes have been built in the City over the last 10 years
- Lakeland Apts. is currently under construction and is scheduled to open in 2025, adding 139 new apartment units
- The City may consider allocating greater density to future projects to meet the demand for housing and Regional Housing Needs Assessment ("RHNA") requirements (952 new units, 48% of which are affordable)

Hospitality (Hotel)

- 67 hotels totaling 2,359 rooms exist within the 5-mile radius. 56% of the rooms are operated by chain/franchise hotels while 44% are from independently operated hotels
- Majority of chain/franchise hotels are upper midscale to upper upscale class (56%), while majority of independently operated hotels are economy or midscale class (97%)
- Late summer and early fall months are the most successful period with occupancy and RevPAR peaking in October. Hotels perform worst in January (based on post-COVID trends)
- Prior to the COVID-19 pandemic, hotel occupancy averaged 81.3%. Due to the lockdowns and lack of business and leisure travel, occupancy and demand for rooms nights dropped by 23%
- Post-COVID occupancy has since rebounded to 78.2%, indicating strong demand
- Within a 5-mile radius, only one hotel is currently proposed – a ~120-room upper midscale to upscale development planned at the Norwalk Transit Village. This development would meet roughly half of the projected demand for rooms over the next decade

B.1 – MARKET TRENDS

CITY OF SANTA FE SPRINGS – EDOP

MARKET TRENDS SUMMARY

- Key trends in the post-COVID-19 economy:

  - **Retail**
    - Retail store closures, bankruptcies, and e-commerce has driven changes in retail; Retail centers are being reimagined (e.g. blended use development)
    - Retail driven by trip-generators such as entertainment, experience, and essentials (e.g. food)
  - **Office**
    - Office leasing activity dropping as remote work becomes new normal; Social distancing led to offices resizing/reconfiguring
    - Integrating office in blended use environments; Possible shift to suburban offices
  - **Industrial**
    - E-commerce is accelerating growth of industrial;
    - Retail and industrial are merging, with space being used for Buy Online Pick Up in Store (BOPIS), fulfillment, last mile and warehousing (including flex)
  - **Residential**
    - Homes are live, play, ***and work*** environments
    - Strength in suburban markets; Home office is the new home amenity as single and multifamily housing developments are designed to facilitate work
    - New residential sites within shopping centers
  - **Hospitality**
    - Hospitality sector hurt the most by COVID-19 (conventions and business), but leisure travel is rebounding

Key Market and Economic Development Trends



Housing is Not a Loss Leader, it's a Growth Driver

Housing Creation as Economic Development

- New housing can generate significant new tax revenues and support local jobs from resident spending
- Housing is not necessarily a net negative fiscal impact, especially at current property values



Retail is Not *Just* Retail Anymore

Retail Reimagination as Economic Development

- U.S. retail over-built and needs "right sizing;" Covid accelerated trends; today its about essentials, experience & e-commerce
- Blended/mixed use projects integrate multiple uses (housing, retail, open space, creative office, hotel)



Telework is Reconfiguring Office

Office Conversions as Economic Development

- Telework and work from home options are reshaping the needs for office space and business districts
- Job redistribution tied to housing
- Vacancies can lead to fiscal impact pressure



Industrial / Distribution is Critical for the Economy

Industrial & Fulfillment as Economic Development

- Modern industrial is not "your father's industrial" – it is a blend
- Retail can't thrive without distribution; Booming demand for e-commerce, particularly smaller last-mile delivery facilities
- Flex space (a blend of industrial, office, research and development space) is a growing market. Cities can attract high tech / skill firms with such space

HOUSING AS ECONOMIC DEVELOPMENT

Housing / hybrid living spaces. High costs are a burden, but high assessed value = tax $$$

Telecommuting now common. Remote work can alleviate traffic and support local businesses.

E-commerce will capture 25% of sales within 5 years (~$9K per CA household). E-commerce spending by each household is equivalent to 11 SF of retail



Rooftops Needed

New housing can generate new demand for commercial and retail uses, significant new tax revenues, and support local jobs. Office reconfiguration and work at home schedules are keeping "wallets" in local communities -- capturing local spend is a key objective.

E-COMMERCE RESHAPING ECONOMIC DEVELOPMENT

- Kosmont estimated the impact that e-commerce has on physical retail space by estimating the average e-commerce sales per household and the total e-commerce sales across all households in the City.
- ESRI data shows the approximate amount spent by households across different expenditure categories over a year. The sum of expenditures divided by the average household income yields the percentage spent on expenditures. In this case, 86% of Santa Fe Springs households spend their money on a variety of expenditures. Of these expenditures, 24% are from key retail categories, such as food, entertainment, shopping club membership fees, housekeeping supplies, household furnishings, apparel, and personal care. Kosmont assumed that 20% of retail spending was conducted via e-commerce platforms.
- Using Kosmont's assumptions and calculations, the average household in Santa Fe Springs spent about $4,570 per year on e-commerce, which, assuming retail sales average ~$400 PSF, equates to approximately 11 SF of retail space.
- On a City-wide basis, the 5,900 households in Santa Fe Springs spend approximately $27M or 67,400 SF of retail space. Assuming a Floor Area Ratio of 0.25, 6.2 acres of developable commercially-zoned land would be needed to accommodate this amount of retail space. Thus, while e-commerce does generate increasing revenues to the City via the County Pool, it is also lessening the need for additional retail space in the market.

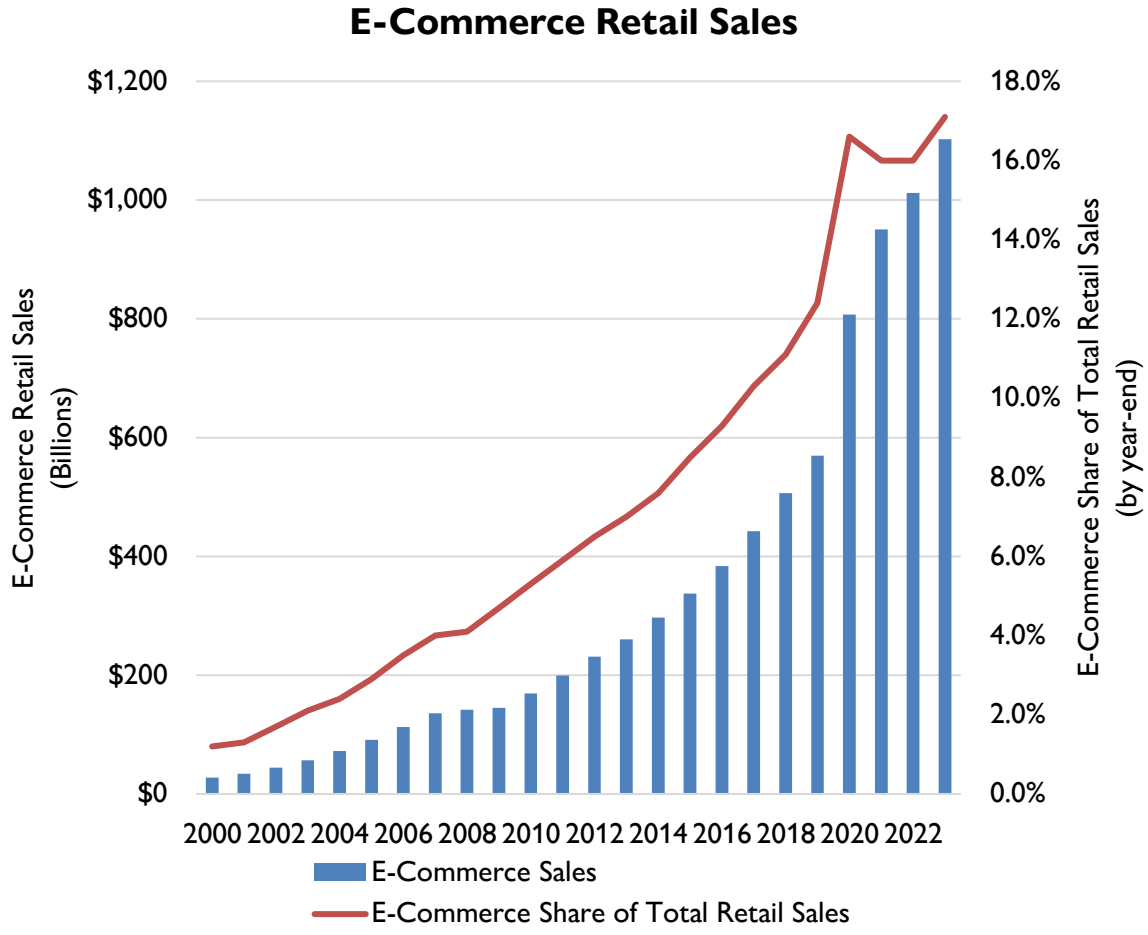
EST. E-COMMERCE SALES BY RESIDENTS	
Population	18,800
Avg HH Size	3.08
HH	5,900
Average HH Income	$109,200
% of HH Income for Expenditures	86%
% of Expenditures for Retail Spending	24%
% Retail spending via e-commerce	20%
Avg HH E-commerce sales	$4,570
Retail Sales PSF	$400
Per HH Retail Space Equivalence	11 SF
Community E-Commerce Sales	$26,963,000
Community Retail Space Equivalence	67,400 SF
Floor Area Ratio (FAR)	0.25
Retail Acreage Equivalence	6.2 AC

Sources: Kosmont Companies, ESRI, Placer.ai (Accessed December 2024)
Notes: Assumptions made for % of HH Expenditures for e-commerce spending, retail sales PSF, and FAR.

E-COMMERCE GROWTH

SIGNIFICANT IMPACTS ON BRICK-AND-MORTAR RETAIL

- Historically, e-commerce sales in the U.S. have increased steadily over time from 2000 to 2019. The COVID-19 pandemic saw increased online retail utilization and e-commerce sales soared by 42% compared to 2019. E-commerce sales continued to grow by double-digits into 2021 but cooled to just 6% growth in 2022. 2023 saw an increase in e-commerce sales by 9%
- The share of e-commerce sales continues to grow as well with e-commerce reaching 17.1% of total retail sales by year-end 2023.
- FTI Consulting's 2024 Online Retail Report projections indicate U.S. online retail sales would hit $1.2 trillion in 2024, an increase of 9.8% or $108 billion compared to 2023. Additionally, the report states that e-commerce sales growth represented 46% of total retail sales growth in 2023.
- Furthermore, a UBS report estimates that 45,000 net retail store closures will occur in the U.S. by 2028 (approximately 5% of the total retail store base)

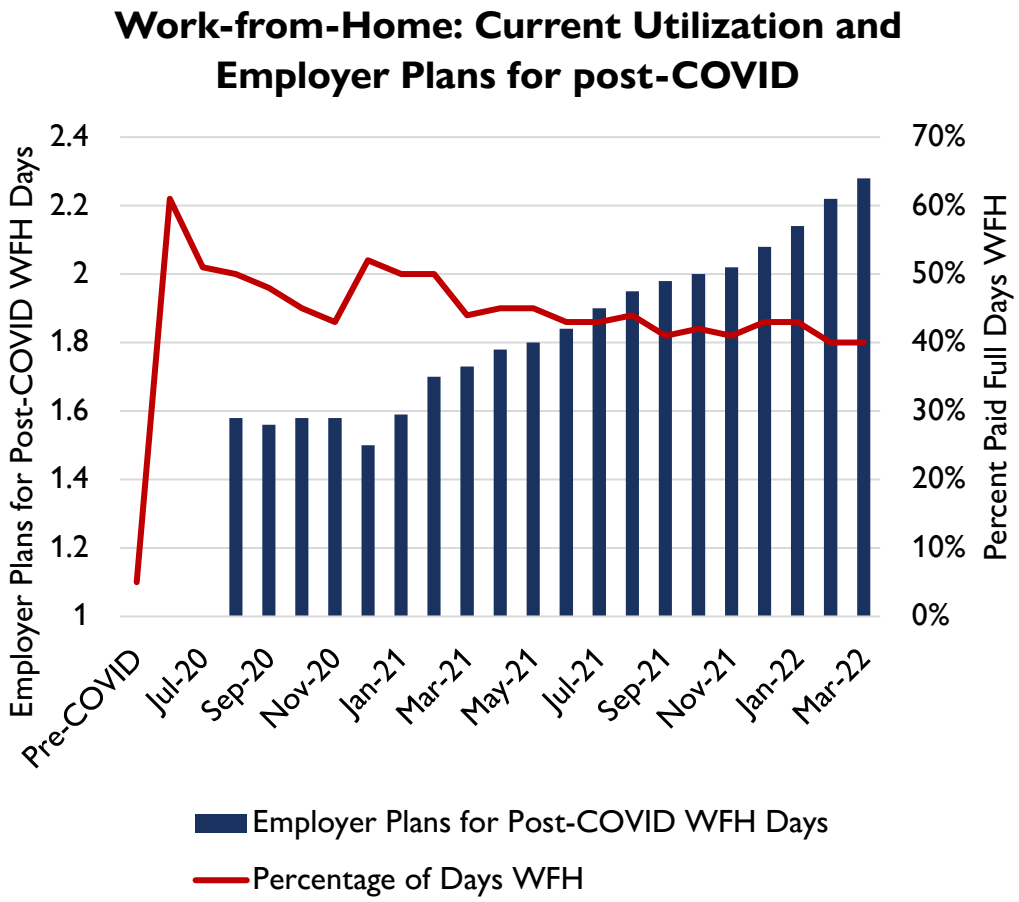


Sources: St. Louis Federal Reserve; FTI Consulting "2024 Online Retail Report"; UBS (Accessed December 2024)

WORK-FROM-HOME GROWTH

SIGNIFICANT IMPACTS ON OFFICE DISTRICTS & DAYTIME POPULATION

- Work-from-home is changing where people choose to live, and increases popularity of "15-minute communities" that offer amenities and quality of life
- Census Bureau estimated that ~44% of workers are in jobs where working from home is currently feasible, with only a quarter of those in feasible telework jobs actually utilizing this capability
- Research shows the ability to telework likely varies by educational attainment and income-level; many of the telework occupations are heavily represented by incomes requiring higher levels of education (such as Management / Business / Financial / Professional occupations)
- Other research shows that while work-from-home days have declined from the pandemic high of 60% to ~40% of days, this is still significantly above pre-pandemic estimates of 5%
- Employers are expecting an average of 2.3 work-from-home days per week, suggesting that hybrid home/office model is likely to be well-utilized post-COVID



Source: U.S. Census Bureau; St. Louis Federal Reserve; Survey of Working Arrangements (Accessed December 2022)

B.2 – RETAIL MARKET

CITY OF SANTA FE SPRINGS – EDOP

RETAIL MARKET OVERVIEW

	Q2 2024		
	City of Santa Fe Springs	5-Mile Radius	Los Angeles County
Availability			
Market Asking Rent $PSF/Yr.	$30.09	$28.87	$36.37
Vacancy Rate	2.0%	6.0%	5.5%
Vacant SF	21,971	1,476,740	24,847,604
Net Absorption	900	52,016	(864,472)
Inventory			
Existing SF	1,104,771	24,433,039	454,379,244

- Major available retail space in City
  - 34,119 SF available at Santa Fe Springs Promenade (11452-11570 Telegraph Rd.), largest space is 6,000 SF fmr. Tempo Furniture and Mattress
- In the last 10 years there have been more contractions than additions in SFS retail market. Net loss of 5 stores and 7,500 SF
- Only addition to the market was in 2017 (16,000 SF Aldi grocer at 13210 Telegraph Rd.)
- Retail space recently opened / under construction
  - 7,500 SF retail recently opened Dec. 2024 at 13321-13329 Florence Ave. (new Dave's Hot Chicken [4,600 SF] and Pac Dental [2,900 SF])
  - Raising Canes under construction at NEC Bloomfield Ave. and Imperial Hwy.





Top: Santa Fe Springs Promenade
Above: Aldi grocer on Telegraph Rd.

- 37% of retail space in the City is over 40 years old. Roughly half of the space (~203,900 SF could be replaced / re-envisioned)

Source: CoStar (Accessed August 2024); **Note**: Vacant space refers to all space that is not occupied by a tenant regardless of availability or lease obligation. Available space is the amount of space currently being marketed as available for lease or sale in a given time period. It includes any space that is vacant, occupied, or available at a future date. Negative net absorption refers to the fact that more tenants vacated retail space as opposed to renewing or expanding.

RETAIL MARKET HISTORY
2013 – 2023

CITY OF SANTA FE SPRINGS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	1,104,771	19,700	1.8%	1,833	$29.83
2022	1,104,771	21,533	1.9%	7,931	$28.83
2021	1,112,231	36,924	3.3%	(22,447)	$27.57
2020	1,114,918	17,164	1.5%	(5,083)	$26.46
2019	1,114,918	12,081	1.1%	5,364	$25.85
2018	1,114,918	17,445	1.6%	(9,163)	$25.09
2017	1,117,608	10,972	1.0%	96,705	$24.49
2016	1,101,589	91,658	8.3%	20,812	$23.74
2015	1,105,496	116,377	10.5%	(44,950)	$23.14
2014	1,112,237	78,168	7.0%	(19,906)	$22.39
2013	1,112,237	58,262	5.2%	(24,634)	$21.63

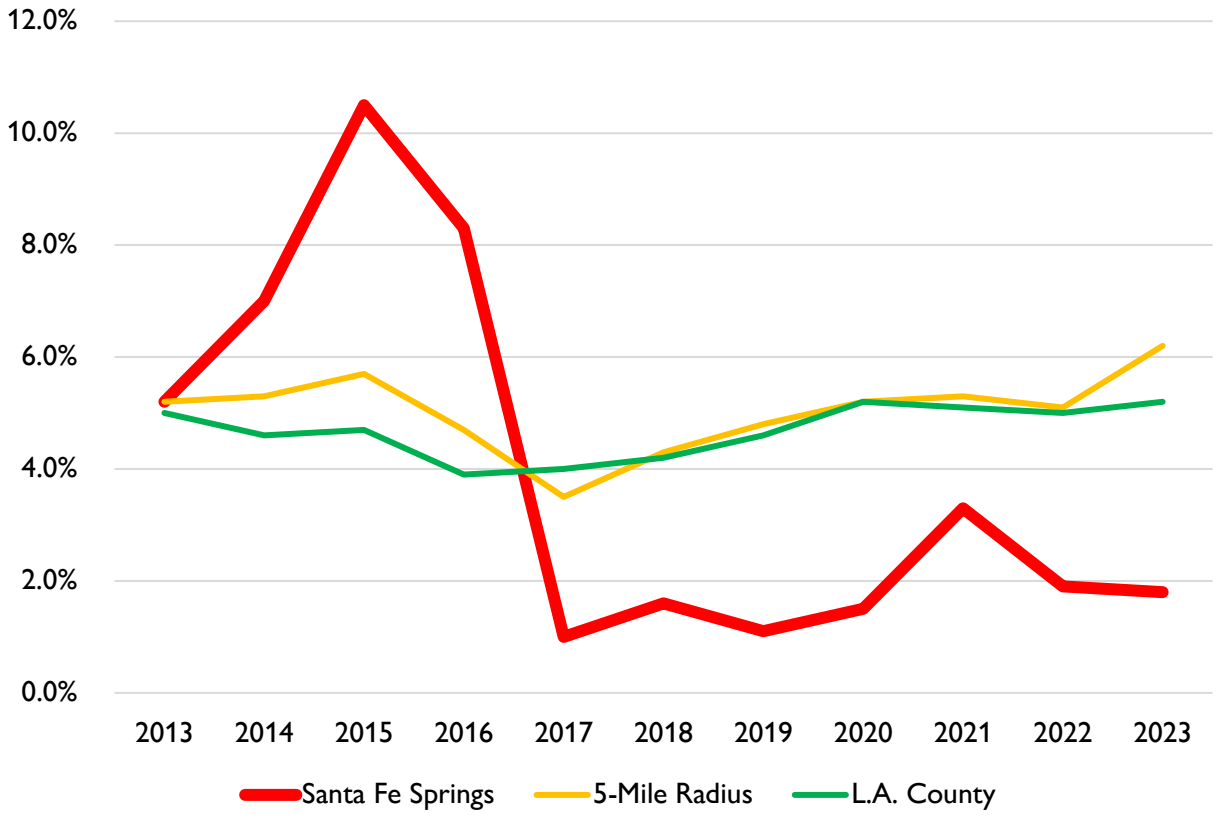
5-MILE RADIUS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	24,413,613	1,517,218	6.2%	(239,183)	$28.85
2022	24,376,229	1,240,651	5.1%	22,586	$28.07
2021	24,402,729	1,289,737	5.3%	(37,476)	$27.01
2020	24,412,638	1,262,170	5.2%	(172,982)	$26.09
2019	24,509,932	1,186,482	4.8%	(73,441)	$25.67
2018	24,455,946	1,059,055	4.3%	(230,390)	$24.99
2017	24,482,474	855,193	3.5%	422,687	$24.35
2016	24,360,139	1,155,545	4.7%	391,207	$23.60
2015	24,179,535	1,366,148	5.7%	141,761	$22.94
2014	23,940,001	1,268,375	5.3%	(39,637)	$22.06
2013	23,956,187	1,244,924	5.2%	122,679	$21.26

LOS ANGELES COUNTY					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	454,588,009	23,641,957	5.2%	(320,444)	$36.63
2022	453,818,842	22,559,818	5.0%	482,541	$35.92
2021	453,836,523	23,033,968	5.1%	(383,956)	$34.69
2020	454,921,462	23,757,351	5.2%	(2,649,506)	$33.68
2019	454,590,811	20,727,438	4.6%	(1,344,346)	$33.31
2018	454,273,574	19,205,515	4.2%	(1,297,913)	$32.49
2017	454,344,925	17,955,012	4.0%	723,564	$31.68
2016	453,344,477	17,604,469	3.9%	4,447,054	$30.68
2015	452,552,919	21,291,277	4.7%	709,140	$29.78
2014	450,932,690	20,607,092	4.6%	2,057,699	$28.58
2013	450,760,392	22,492,798	5.0%	2,378,212	$27.47

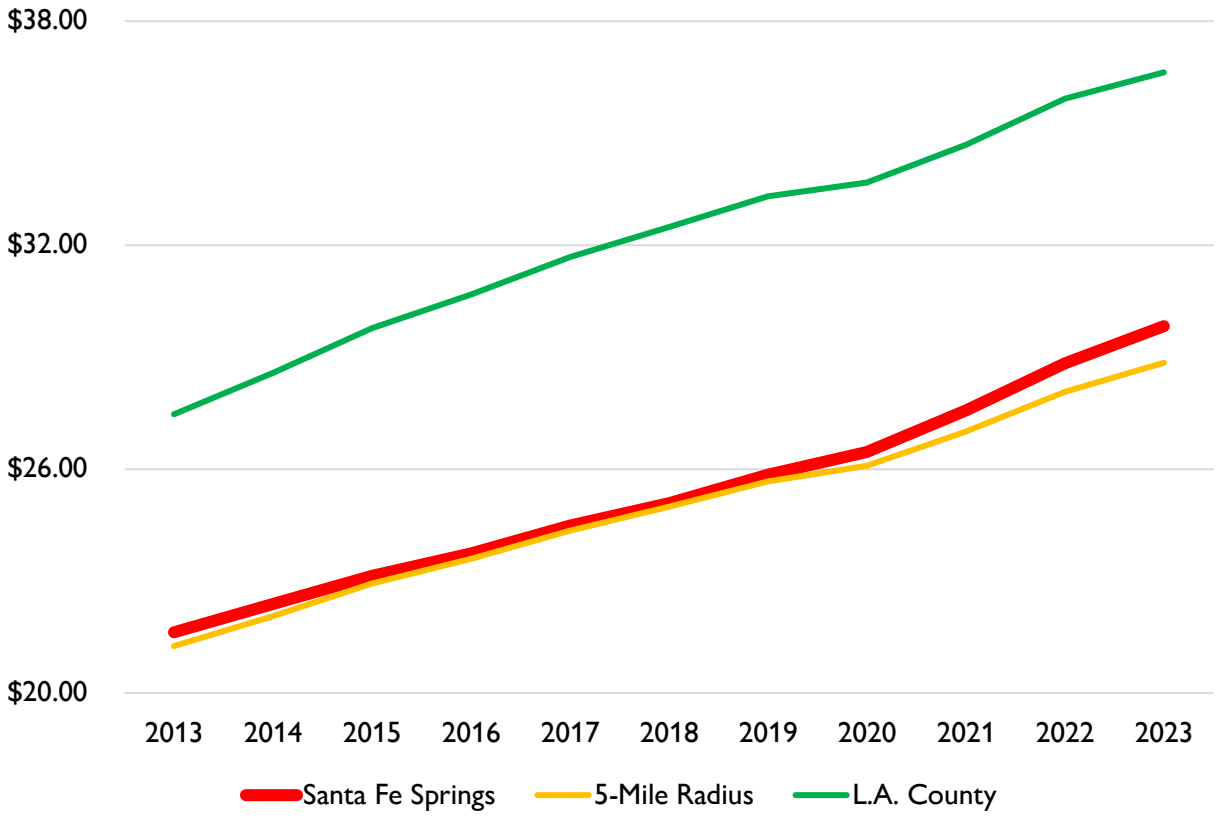
Source: CoStar (Accessed August 2024);
Note: Numbers in parentheses and in red indicate a negative number.

RETAIL MARKET HISTORY
2013 – 2023

Vacancy Rates



Market Asking Rent PSF

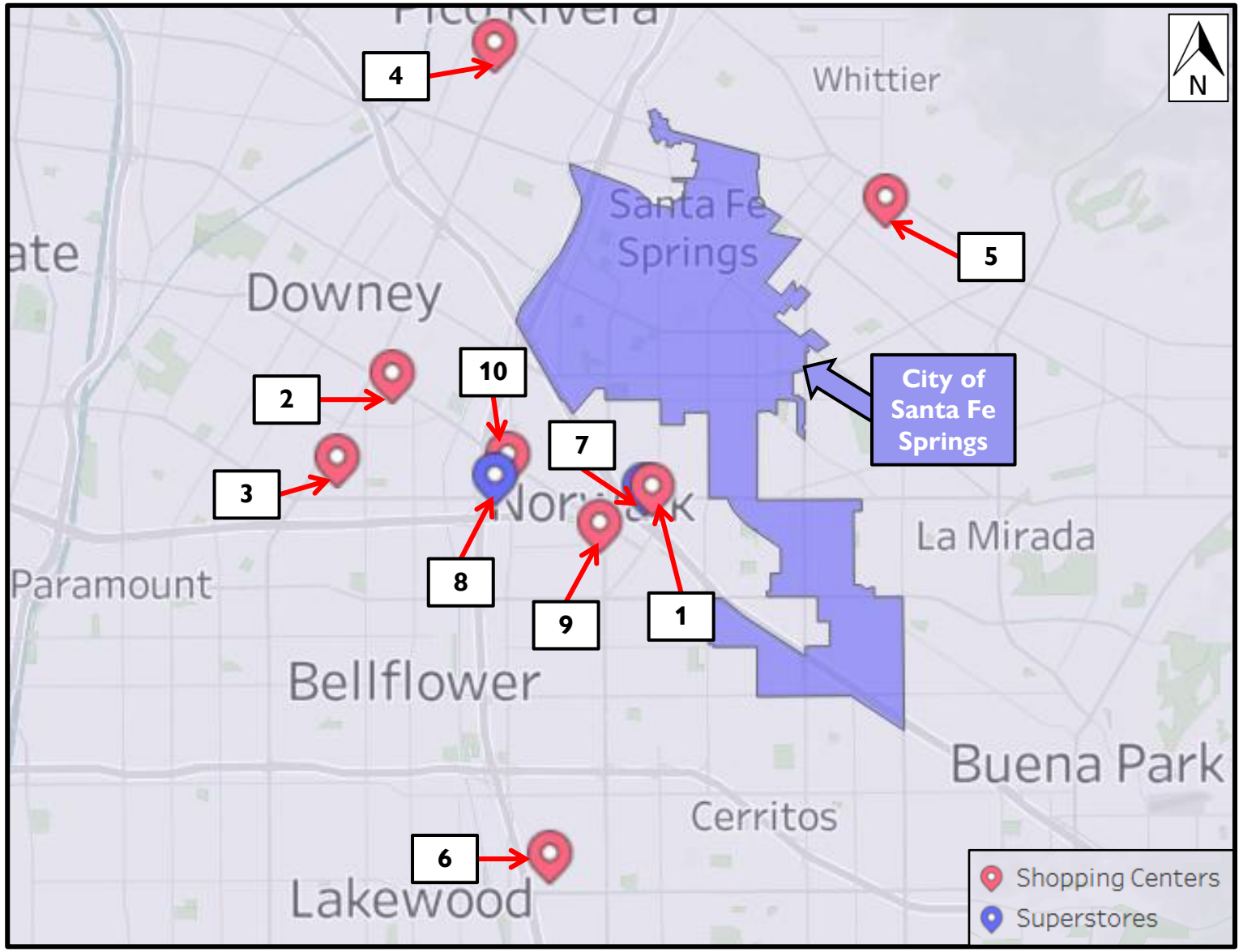


Source: CoStar (Accessed August 2024)

RETAIL LEAKAGE MAP

The points on the map show the top retail centers and establishments across retail categories where Santa Fe Springs residents shop outside of the City. Numbers are ordered by the number of visits made by Santa Fe Springs residents to these locations.

Santa Fe Springs residents do not travel too far to shop and are primarily traveling to the west to neighboring Downey and Norwalk to shop at major retail centers.



Source: Placer.ai (Accessed October 2024)

TOP 10 AREAS OF RETAIL LEAKAGE
SANTA FE SPRINGS RESIDENTS (9/1/23 TO 8/31/24)

Top 10 Areas Where Santa Fe Springs Resident Sales Are Leaking (by Number of Visits)

Rank	Location	GLA (SF)	City	Anchor Tenants / Major Retail	# of Residents	# of Visits	Average Distance From Home (mi)
1	Paddison Square	302,068	Norwalk	Target, Rite Aid	12,520	201,310	1.84
2	Stonewood Center	947,068	Downey	Kohl's, Macy's, JCPenney, H&M, Forever 21	13,580	155,920	2.18
3	Promenade at Downey	607,482	Downey	Walmart, 24 Hr. Fitness, Cinemark, Floor & Décor, TJ Maxx, Burlington	12,650	155,310	3.15
4	Pico Rivera Towne Center	602,837	Pico Rivera	Walmart, Lowe's, Marshalls, Ross, PetSmart, Dollar Tree, Aldi, Walgreens	11,170	131,850	2.52
5	The Quad at Whittier	438,838	Whittier	Burlington, Vallarta Supermarket, Ross, TJ Maxx, Michaels, Marshalls, Rite Aid, Staples, Petco	11,960	114,640	3.02
6	Los Cerritos Center	1,298,623	Cerritos	Macy's, Nordstrom, Forever 21, Dick's Sporting Goods, Harkins Theatres, Zara	13,360	105,670	5.94
7	Target (Imperial Hwy.)*	136,362	Norwalk	N/A	8,290	100,410	1.79
8	Costco (Hoxie Ave.)	130,196	Norwalk	N/A	9,570	97,120	2.11
9	Norwalk Plaza Shopping Center	136,939	Norwalk	Northgate Gonzalez Market, TJ Maxx	8,590	95,250	2.16
10	Firestone & Studebaker Center	69,341	Norwalk	Walgreens	5,220	90,980	1.65

Source: Placer.ai; CoStar (Accessed October 2024)
Note: *Target located in Paddison Square.
**CVS located in Hastings Ranch Plaza.

RETAIL LEAKAGE (9/1/23 TO 8/31/24)

There does not appear to be much retail leakage among major retail spending categories among Santa Fe Springs residents. It is important to note that many retail sales numbers are reflective of business-to-business transactions, which may reflect a larger retail sales surplus.

UNMET RETAIL DEMAND BY RETAIL CATEGORY (SANTA FE SPRINGS RESIDENT PURCHASES)

Retail Category	Supply (Sales) $	Demand $	Surplus / Leakage	Online Sales Leakage Potential
Other General Merchandise Stores	371.60 M	44.58 M	327.02 M	Medium
Building Material & Supplies	317.20 M	25.69 M	291.51 M	Low
Grocery Stores	241.80 M	47.69 M	194.11 M	Low
Gasoline Stations	191.60 M	46.11 M	145.49 M	Low
Health & Personal Care Stores	117.20 M	22.55 M	94.65 M	Medium
Auto Parts / Accessories Stores	99.80 M	7.32 M	92.48 M	Low
Electronics & Appliance Stores	64.50 M	9.36 M	55.14 M	High
Clothing Stores	71.10 M	16.27 M	54.83 M	High
Sporting Goods Stores	33.60 M	4.77 M	28.83 M	High
Home Furnishings Stores	26.70 M	3.52 M	23.18 M	Medium
Limited-Service Restaurants	50.20 M	32.28 M	17.92 M	Low
Full-Service Restaurants	48.90 M	34.70 M	14.20 M	Low
Shoe Stores	10.30 M	2.07 M	8.23 M	High
Department Stores	14.20 M	8.54 M	5.66 M	Varies
Book & Music Stores	5.80 M	0.84 M	4.96 M	High

Source: Placer.ai (Accessed October 2024)
Note: Numbers in parentheses and in red indicate a negative number (leakage). Limited data available for supply (sales) for the following categories: bars/drinking places,

B.3 – OFFICE MARKET

CITY OF SANTA FE SPRINGS – EDOP

OFFICE MARKET OVERVIEW

	Q2 2024		
	City of Santa Fe Springs	5-Mile Radius	Los Angeles County
Availability			
Market Asking Rent $PSF/Yr.	$31.74	$32.51	$41.64
Vacancy Rate	6.7%	5.0%	16.0%
Vacant SF	72,393	418,218	71,048,233
Net Absorption	(5,088)	38,234	(605,229)
Inventory			
Existing SF	1,081,000	8,336,124	443,197,746

Source: CoStar (Accessed August 2024); **Note**: Vacant space refers to all space that is not occupied by a tenant regardless of availability or lease obligation. Available space is the amount of space currently being marketed as available for lease or sale in a given time period. It includes any space that is vacant, occupied, or available at a future date.

- Major available office space in City
  - 16,188 SF available at Imperial Square Office Park (12631 E. Imperial Hwy.) – primarily a medical office building
  - 8,714 SF available at Heritage Corporate Center (10350 Heritage Park Dr.) [Heritage Corporate Center]
- According to CoStar, there is no office space currently planned, proposed, or under construction
- In the last 10 years there have been more contractions than additions in SFS retail market. Net loss of 2 buildings and 29,400 SF
- No new office SF added since 2017 (PIH Health medical office building added at 12400 Bloomfield Ave.)
- 58% of the overall office space is 40 years or older. Roughly half of the space (~311,300 SF) could be potentially replaced/reimagined







Top: Imperial Square Office Park
Middle: Heritage Corporate Center
Above: 12400 Bloomfield Ave.

OFFICE MARKET HISTORY
2013 – 2023

CITY OF SANTA FE SPRINGS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	1,081,000	60,811	5.6%	(11,675)	$31.52
2022	1,081,000	49,136	4.5%	(15,947)	$31.18
2021	1,091,000	43,189	4.0%	39,805	$30.49
2020	1,091,000	82,994	7.6%	(33,050)	$28.87
2019	1,091,000	49,944	4.6%	(15,663)	$28.00
2018	1,091,000	34,281	3.1%	21,093	$27.98
2017	1,091,000	55,374	5.1%	16,212	$26.62
2016	1,059,000	39,586	3.7%	(44,938)	$25.54
2015	1,107,796	43,444	3.9%	17,653	$24.18
2014	1,107,796	61,097	5.5%	9,423	$22.46
2013	1,110,362	73,086	6.6%	35,682	$21.87

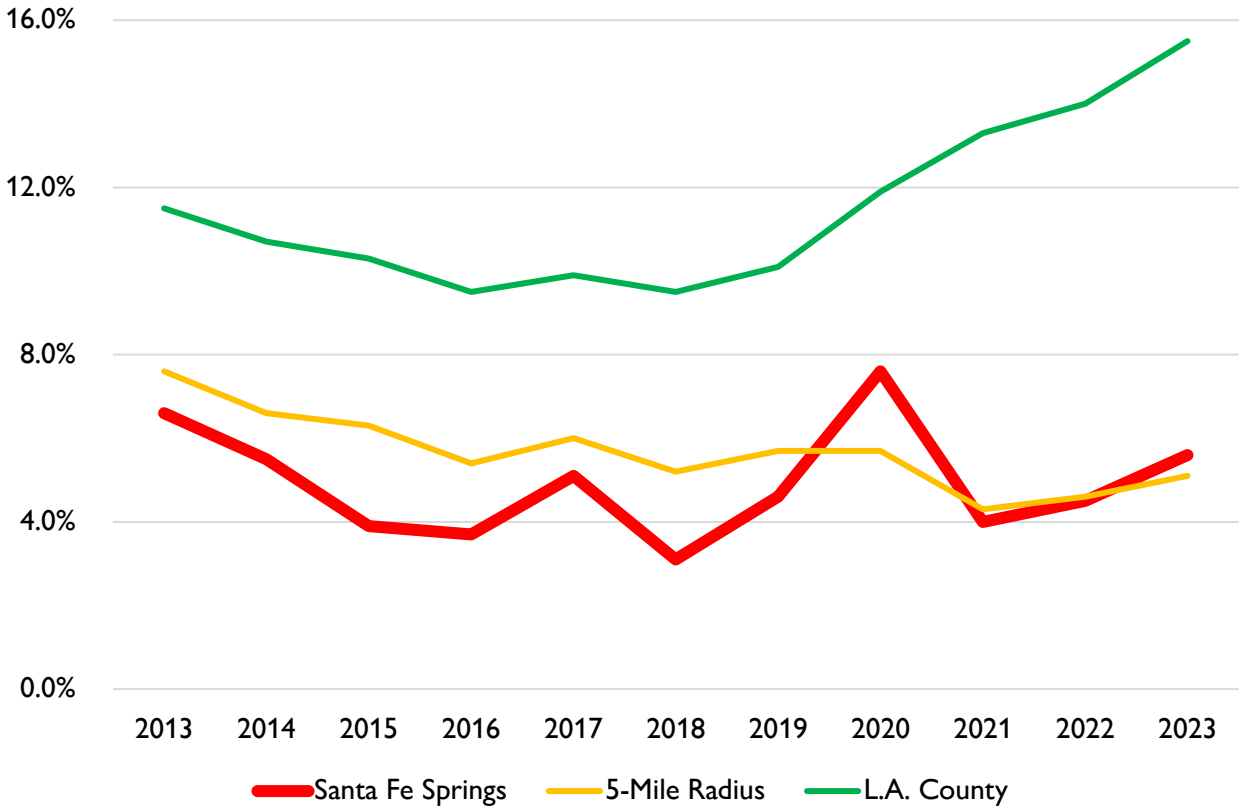
5-MILE RADIUS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	8,336,124	428,801	5.1%	(43,904)	$32.32
2022	8,336,124	384,897	4.6%	(33,960)	$32.08
2021	8,346,124	360,937	4.3%	107,656	$31.18
2020	8,352,228	474,697	5.7%	(1,274)	$29.43
2019	8,355,954	477,149	5.7%	(48,593)	$28.72
2018	8,363,255	435,857	5.2%	76,437	$28.26
2017	8,350,360	499,399	6.0%	(31,509)	$26.69
2016	8,344,952	449,942	5.4%	37,864	$25.31
2015	8,382,551	525,405	6.3%	21,766	$24.33
2014	8,385,758	550,378	6.6%	45,101	$22.95
2013	8,431,372	641,093	7.6%	48,223	$22.25

LOS ANGELES COUNTY					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	443,345,715	68,782,986	15.5%	(5,370,601)	$41.51
2022	441,692,597	61,752,067	14.0%	(1,896,691)	$41.67
2021	440,258,772	58,492,295	13.3%	(3,374,330)	$41.48
2020	437,385,781	52,165,974	11.9%	(7,553,215)	$41.29
2019	436,886,004	44,125,021	10.1%	(1,502,269)	$41.82
2018	435,819,881	41,566,794	9.5%	1,170,366	$39.80
2017	436,058,155	42,968,303	9.9%	(86,616)	$38.34
2016	434,373,139	41,198,967	9.5%	4,006,777	$36.86
2015	433,753,520	44,562,031	10.3%	2,299,042	$34.95
2014	433,260,281	46,388,813	10.7%	2,795,199	$32.41
2013	433,719,377	49,868,060	11.5%	1,040,034	$30.51

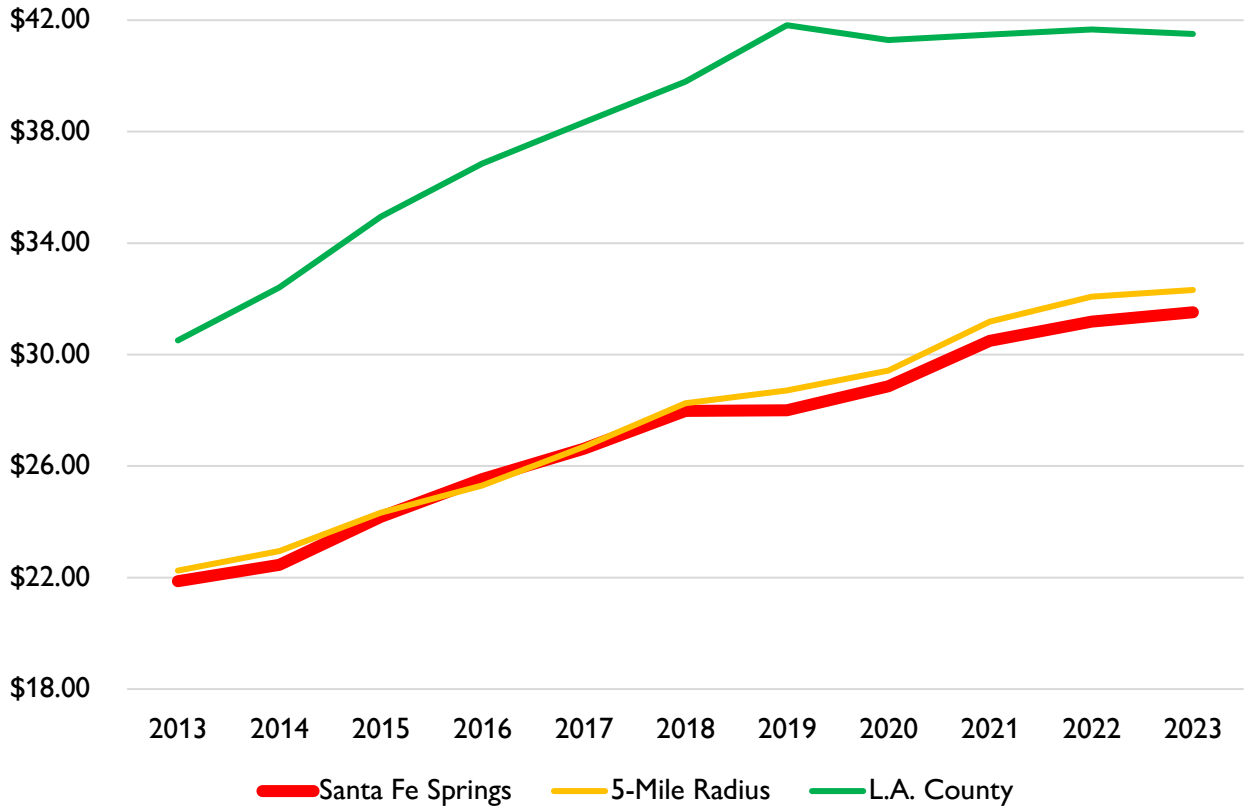
Source: CoStar (Accessed August 2024);
Note: Numbers in parentheses and in red indicate a negative number.

OFFICE MARKET HISTORY
2013 – 2023

Vacancy Rates



Market Asking Rent PSF



Source: CoStar (Accessed August 2024)

B.4 – INDUSTRIAL / FLEX MARKET

CITY OF SANTA FE SPRINGS – EDOP

INDUSTRIAL / FLEX MARKET OVERVIEW

	Q2 2024		
	City of Santa Fe Springs	5-Mile Radius	Los Angeles County
Availability			
Market Asking Rent $PSF/Yr.	$16.94	$16.46	$18.70
Vacancy Rate	5.4%	5.1%	5.3%
Vacant SF	3,033,155	5,849,390	51,539,583
Net Absorption	(845,113)	(1,319,202)	(3,027,829)
Inventory			
Existing SF	56,494,154	114,310,627	963,752,327

Source: CoStar (Accessed August 2024); **Note**: Vacant space refers to all space that is not occupied by a tenant regardless of availability or lease obligation. Available space is the amount of space currently being marketed as available for lease or sale in a given time period. It includes any space that is vacant, occupied, or available at a future date. Negative net absorption refers to the fact that more tenants vacated retail space as opposed to renewing or expanding.

- Major available industrial / flex space in City
  - 352,466 SF Class B warehouse space available at 15614-15620 Shoemaker Ave..
  - 240,395 SF Class B distribution space at 11130-11290 Bloomfield Ave. (Bloomfield Business Center)
- There are seven new industrial buildings currently under construction in the City (totaling ~693,000 SF) and an additional six industrial buildings proposed (totaling ~442,100 SF)
- The industrial/flex market has fluctuated in the City over the last 10 years. While there was a loss of 20 buildings, there was a net positive growth with 1.6 million SF added to the market, indicating larger buildings entering the market





Top: 15614-15620 Shoemaker Ave.
Above: Bloomfield Business Center

- 50% of industrial / flex space in the City is over 40 years old. We estimate between a quarter or half of this space (~7.0M-14.1M SF) could be redeveloped / reimagined in the near future

INDUSTRIAL / FLEX MARKET HISTORY
2013 – 2023

CITY OF SANTA FE SPRINGS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	56,404,128	1,808,457	3.2%	(1,204,131)	$17.38
2022	56,404,128	604,326	1.1%	(2,984)	$16.52
2021	56,439,490	636,704	1.1%	1,084,865	$14.73
2020	56,334,062	1,616,141	2.9%	(701,299)	$13.14
2019	56,228,220	809,000	1.4%	148,619	$12.19
2018	56,055,111	784,510	1.4%	1,383,603	$11.38
2017	54,685,363	790,024	1.4%	236,278	$10.55
2016	54,540,994	881,933	1.6%	(121,421)	$9.69
2015	54,437,432	575,387	1.1%	759,119	$8.93
2014	54,596,203	1,574,840	2.9%	573,705	$8.22
2013	54,767,487	2,401,843	4.4%	816,332	$7.66

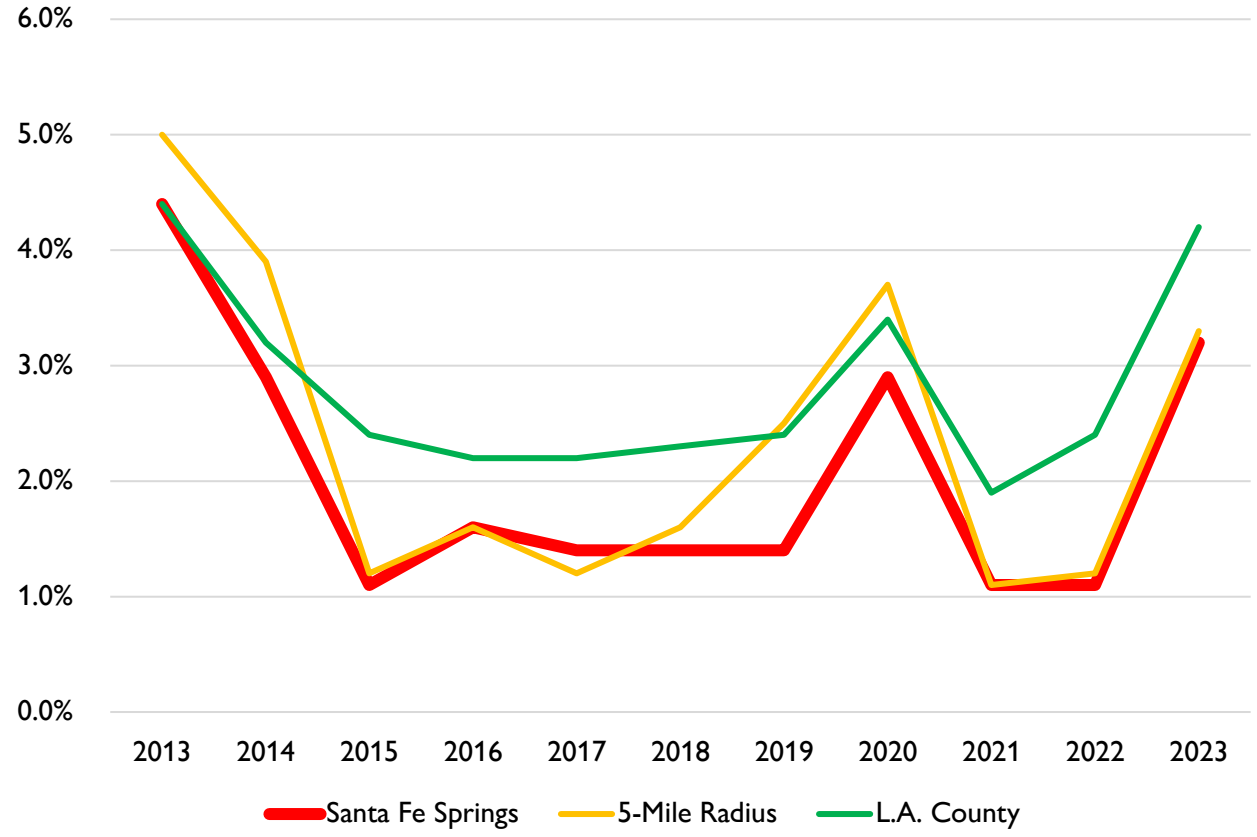
5-MILE RADIUS					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	114,255,761	3,803,517	3.3%	(2,590,692)	$16.91
2022	114,401,935	1,358,999	1.2%	(134,798)	$16.06
2021	114,415,135	1,237,401	1.1%	2,827,487	$14.32
2020	114,584,372	4,234,125	3.7%	(1,079,708)	$12.77
2019	114,308,090	2,878,135	2.5%	(647,145)	$11.85
2018	113,926,727	1,849,627	1.6%	877,015	$11.08
2017	112,571,979	1,363,553	1.2%	723,809	$10.29
2016	112,249,847	1,765,230	1.6%	(229,229)	$9.46
2015	112,143,343	1,347,934	1.2%	2,716,035	$8.71
2014	112,347,374	4,349,563	3.9%	1,572,521	$8.02
2013	111,955,354	5,612,078	5.0%	191,131	$7.47

LOS ANGELES COUNTY					
Year	Inventory SF	Vacant SF Total	Vacant % Total	Net Absorp. SF Total	Market Asking Rent PSF
2023	960,924,654	40,464,825	4.2%	(15,239,934)	$19.16
2022	958,240,336	22,554,033	2.4%	(2,469,538)	$18.29
2021	956,062,454	17,917,837	1.9%	15,042,938	$16.43
2020	955,376,839	32,272,677	3.4%	(7,032,032)	$14.76
2019	953,145,727	23,088,852	2.4%	(1,695,752)	$13.76
2018	953,431,485	21,725,132	2.3%	1,006,491	$12.90
2017	951,970,582	21,346,934	2.2%	3,903,390	$12.01
2016	947,424,154	20,861,288	2.2%	485,043	$11.09
2015	948,856,689	22,699,111	2.4%	7,798,085	$10.26
2014	948,281,266	30,004,036	3.2%	11,703,288	$9.48
2013	948,326,355	41,840,567	4.4%	5,283,684	$8.85

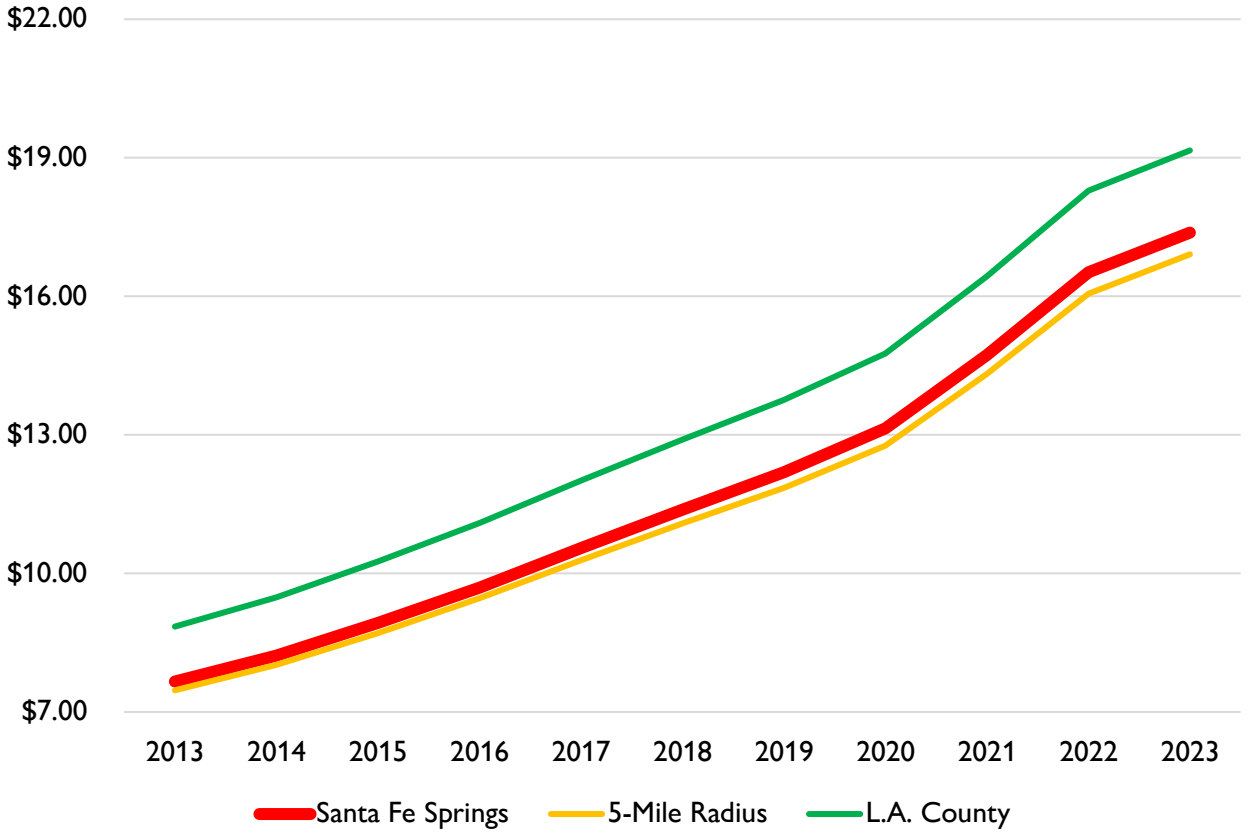
Source: CoStar (Accessed August 2024);
Note: Numbers in parentheses and in red indicate a negative number.

INDUSTRIAL / FLEX MARKET HISTORY
2013 – 2023

Vacancy Rates



Market Asking Rent PSF



Source: CoStar (Accessed August 2024)

B.5 – MULTIFAMILY RESIDENTIAL MARKET

CITY OF SANTA FE SPRINGS – EDOP

MULTIFAMILY MARKET OVERVIEW

	Q2 2024		
	City of Santa Fe Springs	5-Mile Radius	Los Angeles County
Availability			
Asking Rent Unit/Mo.	$2,310	$1,931	$2,255
Avg. SF	882	800	806
Asking Rent PSF	$2.62	$2.41	$2.80
Vacancy Rate	2.5%	3.2%	4.8%
Total # of Vacant Units	36	1,054	47,154
Net Absorption	3	45	3,281
Inventory			
Total # of Units	1,437	32,505	974,439

- Major multifamily buildings in City
  - Costa Azul Senior Apts. (10829 Fulton Wells Ave., Class C, senior, market/affordable garden apartments; built 1988, renov. 2018; 280 units; 39 du/ac)
  - Villa Santa Fe Apts. (11850 E. Florence Ave.; Class C, market-rate garden apartments; built 1972; 199 units; 18 du/ac)
  - Miro Apts. (12257 Heritage Springs Dr.; Class A, market-rate, garden apartments; built 2015; 150 units; 26 du/ac)
  - Alivia (11201 Carmenita Rd.; Class B, market-rate, garden apartments; built 2021; 128 units; 25 du/ac)
- According to CoStar, there is one apartment building currently under construction (Lakeland Apts., 13231 Lakeland Rd., 139 units, 36 du/ac)
- In the last 10 years, a total of 50 townhome units (not included in table) and 278 apartment units (Miro Apts. and Alivia) were built
- Consider higher densities to meet RHNA requirement of 952 total housing units (including 452 affordable [low and very-low income units])







Top: Costa Azul Senior Apts.
Middle: Villa Santa Fe Apts.
Above: Miro Apts.

Source: CoStar (Accessed August 2024); **Notes**: Data represents the average asking rents across all unit types (studio, 1BR, 2BR, etc.). Inventory includes buildings that contain 10 or more units but does not include dormitories, mobile homes, condos, or co-ops. Negative net absorption refers to the fact that more residents vacated as opposed to moving into residential units. Numbers in parentheses and in red indicate a negative number.

MULTIFAMILY MARKET HISTORY
2013 – 2023

CITY OF SANTA FE SPRINGS

Year	Inventory Units	Vacant Units	% Vacant	Net Absorp. Units	Asking Rent / Unit	Asking Rent PSF
2023	1,437	44	3.1%	(3)	$2,268	$2.57
2022	1,437	41	2.9%	63	$2,215	$2.51
2021	1,437	104	7.2%	43	$2,073	$2.35
2020	1,309	19	1.5%	4	$1,930	$2.23
2019	1,309	22	1.7%	(2)	$1,901	$2.20
2018	1,309	20	1.5%	(2)	$1,815	$2.10
2017	1,309	17	1.3%	22	$1,749	$2.02
2016	1,309	39	3.0%	9	$1,681	$1.94
2015	1,309	47	3.6%	169	$1,587	$1.83
2014	1,159	67	5.8%	(19)	$1,509	$1.75
2013	1,159	48	4.1%	(3)	$1,449	$1.68

5-MILE RADIUS

Year	Inventory Units	Vacant Units	% Vacant	Net Absorp. Units	Asking Rent / Unit	Asking Rent PSF
2023	32,425	998	3.1%	370	$1,904	$2.39
2022	32,008	951	3.0%	(167)	$1,857	$2.34
2021	31,931	707	2.2%	372	$1,768	$2.22
2020	31,760	908	2.9%	68	$1,683	$2.12
2019	31,760	975	3.1%	94	$1,640	$2.07
2018	31,684	993	3.1%	16	$1,585	$2.00
2017	31,671	996	3.1%	171	$1,523	$1.92
2016	31,539	1,036	3.3%	89	$1,461	$1.85
2015	31,342	928	3.0%	296	$1,388	$1.76
2014	31,192	1,073	3.4%	72	$1,323	$1.67
2013	31,142	1,096	3.5%	(95)	$1,275	$1.62

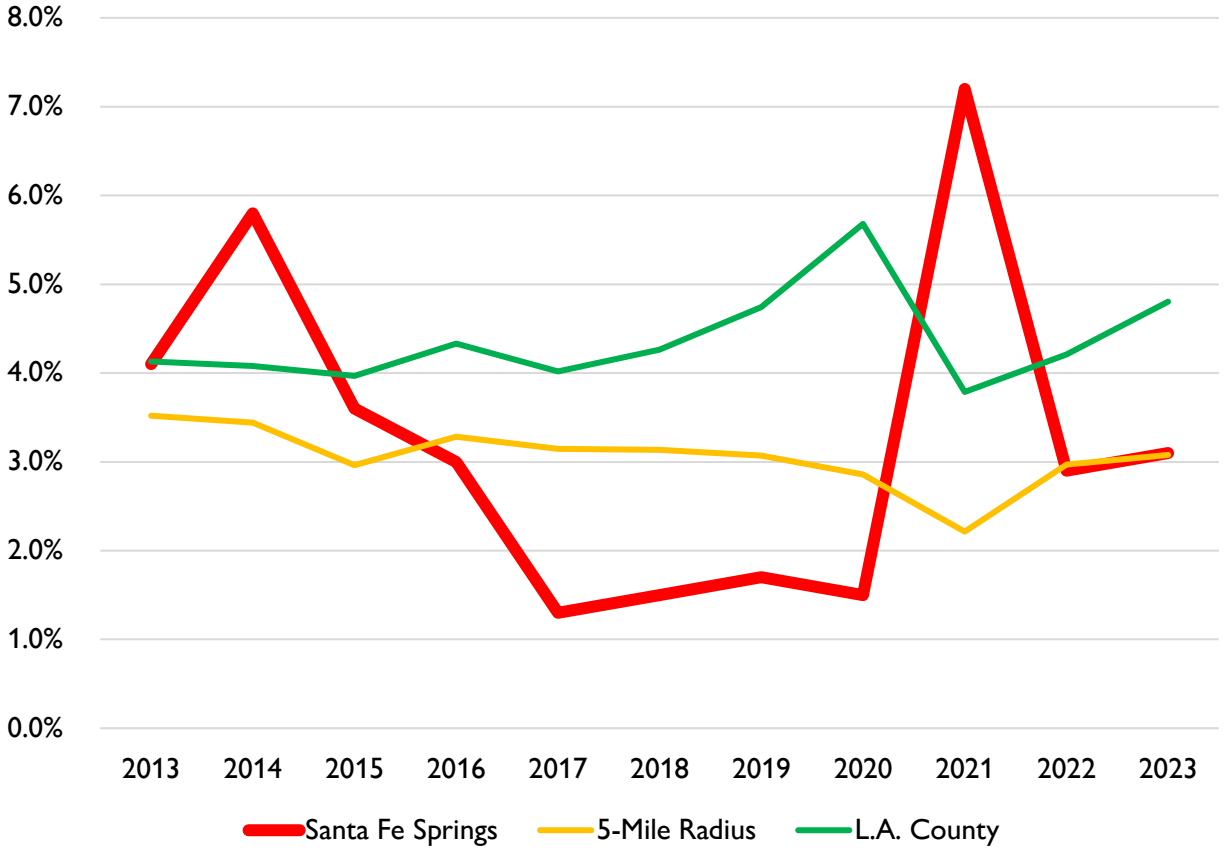
LOS ANGELES COUNTY

Year	Inventory Units	Vacant Units	% Vacant	Net Absorp. Units	Asking Rent / Unit	Asking Rent PSF
2023	968,259	46,530	4.8%	8,873	$2,227	$2.76
2022	952,892	40,107	4.2%	6,889	$2,217	$2.75
2021	941,689	35,664	3.8%	30,219	$2,145	$2.66
2020	928,012	52,712	5.7%	3,874	$2,026	$2.52
2019	914,758	43,385	4.7%	7,007	$2,034	$2.53
2018	902,955	38,491	4.3%	8,252	$1,989	$2.48
2017	892,023	35,855	4.0%	8,951	$1,927	$2.41
2016	885,581	38,368	4.3%	7,940	$1,863	$2.33
2015	873,956	34,682	4.0%	10,408	$1,792	$2.25
2014	863,855	35,248	4.1%	8,473	$1,708	$2.15
2013	855,715	35,328	4.1%	6,388	$1,656	$2.08

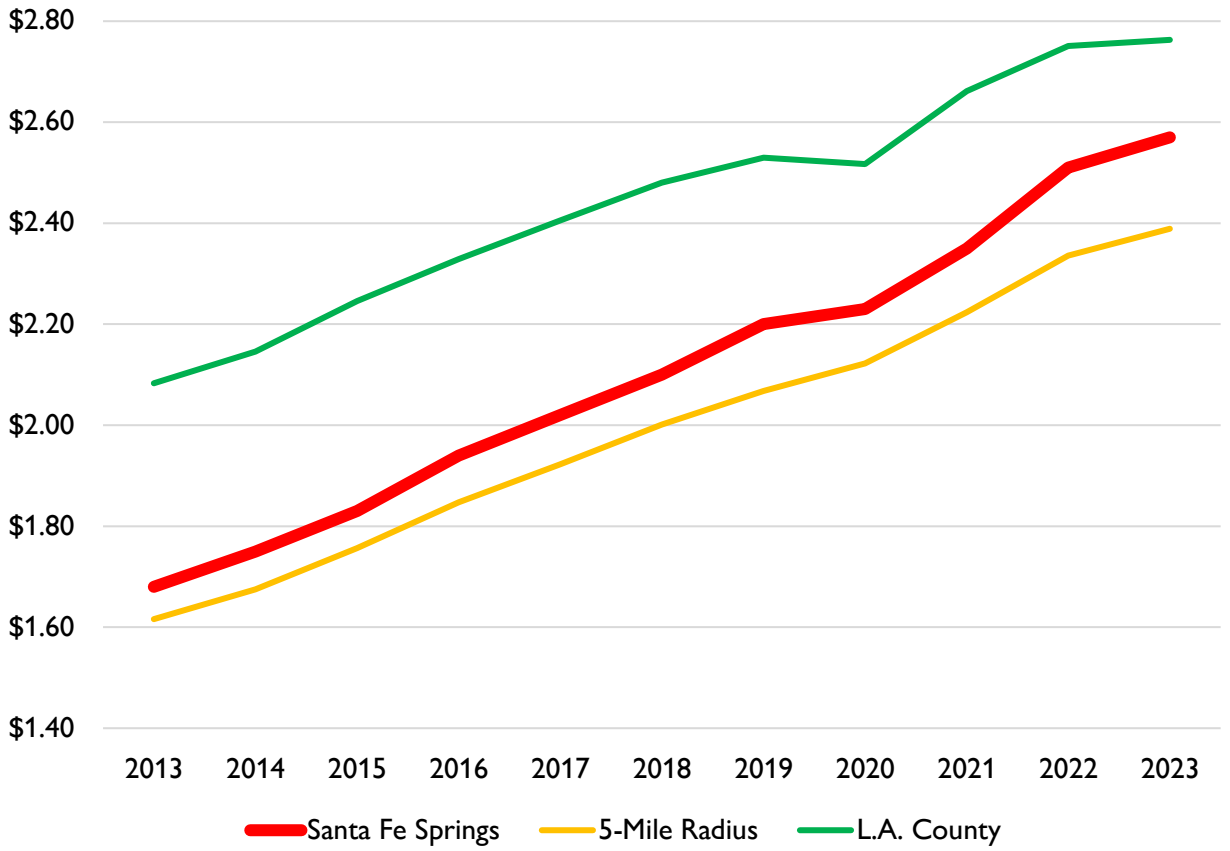
Source: CoStar (Accessed August 2024);
Note: Numbers in parentheses and in red indicate a negative number.

MULTIFAMILY MARKET HISTORY
2013 – 2023

Vacancy Rates



Asking Rent PSF



Source: CoStar (Accessed August 2024)

B.6 – HOSPITALITY (HOTEL) MARKET

CITY OF SANTA FE SPRINGS – EDOP

HOSPITALITY (HOTEL) MARKET ANALYSIS OVERVIEW

- We observed the area within a 5-mile radius from the intersection of Telegraph Rd. and Norwalk Blvd. as the hotel market area for Santa Fe Springs. This area contains 67 operational hotels, totaling 2,359 rooms. 44% of the rooms fall within independently operated hotels, while 56% of rooms are in chain/franchise hotels
- Of the 67 hotels, 23 are chain/franchise hotels. The other 44 hotels are independently operated and do not pertain to any major hotel flag or brand. 97% of the rooms in independently operated hotels are within economy or midscale class hotels
- Among chain/franchise hotels, there is more variety in terms of hotel brands (hotel classes range from economy to upper upscale). 56% of rooms across chain/franchise hotels are within upper midscale class or higher hotels (1,328 rooms)
- Given most newer hotel product built or proposed in the region is of upper midscale to upper upscale class and belong to major hotel flags, Kosmont examined data for upper midscale to upper upscale class chain/franchise hotels
- Key variables observed include historic hotel average daily rates ("ADR"), occupancy, revenue per available room ("RevPAR"), existing supply and demand of room nights, and regional construction activity
- Using the data gathered, Kosmont projected the supportable number of new hotel rooms for the market and assess general feasibility for prospective hotel development
- Using a 2% historic growth rate in room demand, it was determined that there would be demand for ~254 new hotel rooms in hotels of upper midscale class or higher. Should the proposed hotel at the Norwalk Transit Village get built, it would satisfy roughly half of the demand for new hotel rooms in the next 10 years

HOSPITALITY MARKET

- To better understand the hospitality market, below is a summary of different levels of service type hotels:
  - A **limited-service hotel** is a budget-friendly hotel offering low-cost accommodations, minimal amenities, and typically do not offer a full-service restaurant. These hotels typically fall under economy, midscale, or upper midscale classes according to STR
  - A **select-service hotel** offers more amenities than a limited-service hotel, such as small meeting spaces and a casual restaurant, but fewer features than a full-service hotel. Select-service hotels are a blend of full- and limited-service hotels and are the fastest growing type of hotels being developed. These hotels typically are upper midscale or upscale class hotels
  - A **full-service hotel** offers more services than a select- or limited-service hotel. Such services could include larger banquet/conference space, restaurants/bars, shuttle services, laundry service, room service, expanded fitness centers, and spas. Full-service can refer to different hotel types including boutique hotels and resorts and generally fall under upscale, upper upscale, and luxury class hotels
- It is important to understand that economy hotels are patronized primarily through drive-by visitors, while large hotel chains have Rewards Programs with millions of loyal customers who search for those properties on the internet, thus increasing demand
- Examples of various hotels by class are highlighted in the table to the right. Note: STR hotel classes are typically grouped according to actual average room rates

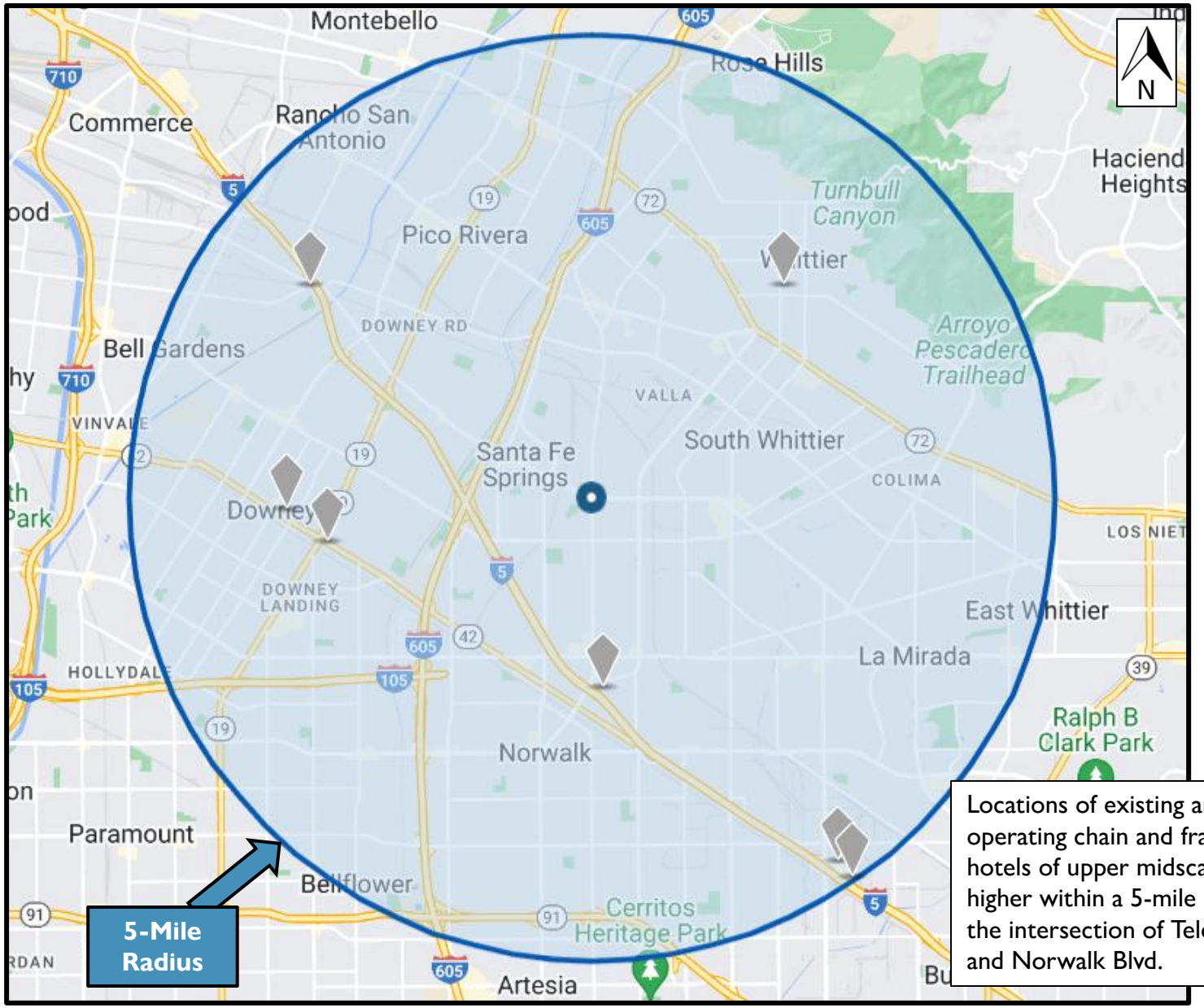
Class	Hotels
Economy	Motel 6, Studio 6, Red Roof Inn, Days Inn, Super 8
Midscale	Best Western, Quality Inn, Extended Stay America
Upper Midscale	Hampton Inn & Suites, La Quinta Inn & Suites, Fairfield Inn & Suites, Holiday Inn
Upscale	DoubleTree, Courtyard, Hyatt House, Homewood Suites, Residence Inn, SpringHill Suites
Upper Upscale	Sheraton, Hilton, Marriott, Le Meridien, Embassy Suites, Westin, Wyndham Grand
Luxury	JW Marriott, Ritz-Carlton, W Hotel, Shangri-La, Langham, Four Seasons, Fairmont

SANTA FE SPRINGS HOTEL MARKET MAP (5-MILE RADIUS)

Within a 5-mile radius from the intersection of Telegraph Rd. and Norwalk Blvd., there are a total of 67 existing operational hotels, 23 of which are chain or franchise hotels (totaling 2,359 rooms). Of the 23 chain or franchise hotels, there are 13 economy (754 rooms), 3 midscale (277 rooms), 2 upper midscale (446 rooms), 4 upscale (662 rooms), and 1 upper upscale class hotel (220 rooms). Out of the 44 existing independently operated hotels 88% of the existing rooms are in economy-class hotels.

There is one hotel within the 5-mile radius that is proposed, a ~120-room upper midscale/upscale hotel has been proposed at the neighboring Norwalk Transit Village in the City of Norwalk.

Given the fact that the hotels proposed within this 5-mile radius are of upper midscale class or higher, the data in this analysis is reflective of the existing and operating chain/franchise hotels of upper midscale class or higher. Data represented in this section reflects CoStar's weighted submarket average. Each hotel in the set is given the performance of the industry segment and weighted by its own rooms supply and does not include data reported directly from hotels in the area.



Locations of existing and operating chain and franchise hotels of upper midscale class or higher within a 5-mile radius of the intersection of Telegraph Rd. and Norwalk Blvd.

Source: ESRI Business Analyst Online; CoStar; Smith Travel Research (Accessed August 2024)

HOTEL MARKET DEMAND ANALYSIS – 5-MILE RADIUS
MARKET PERFORMANCE SUMMARY*

Year	Occupancy	Average Daily Rate (ADR)	Annual Supply of Room Nights	Annual Demand for Room Nights	Change in Occupied Room Nights	Revenue per Available Room (RevPAR)	Change in RevPAR
August '18 – July '19	81.3%	$145.50	432,160	351,457	-	$118.60	-
August '19 – July '20	63.9%	$132.41	419,074	271,180	(22.8%)	$87.41	(26.3%)
August '20 – July '21	62.9%	$121.19	432,525	271,905	0.3%	$77.22	(11.7%)
August '21 – July '22	74.5%	$156.68	432,647	322,435	18.6%	$117.21	51.8%
August '22 – July '23	78.0%	$165.22	480,107	374,576	16.2%	$129.18	10.2%
August '23 – July '24	78.2%	$166.11	484,720	378,942	1.2%	$130.11	0.7%
Total Growth (%)	(3.8%)	14.2%	12.2%	7.8%	-	9.7%	-

Sources: CoStar; Smith Travel Research (Accessed August 2024);
Notes: Numbers in parentheses and in red indicate a negative percentage change.
*Annual averages were calculated during the periods shown.

HOTEL MARKET DEMAND ANALYSIS – 5-MILE RADIUS
PERFORMANCE BY MONTH (PRE AND POST-COVID-19 PANDEMIC)

Performance by Month (June 2018 – May 2019)

Month	Avg. Occupancy	ADR	RevPAR
August 2018	82.0%	$149.01	$122.12
September 2018	77.4%	$140.08	$108.44
October 2018	80.0%	$148.04	$118.40
November 2018	75.8%	$138.99	$105.36
December 2018	73.8%	$135.89	$100.35
January 2019	73.9%	$142.14	$105.00
February 2019	82.4%	$147.49	$121.61
March 2019	85.2%	$148.41	$126.40
April 2019	84.0%	$145.63	$122.33
May 2019	82.6%	$143.06	$118.14
June 2019	88.8%	$150.56	$133.71
July 2019	90.2%	$156.69	$141.30
Average	**81.3%**	**$145.50**	**$118.60**

Pre-COVID-19 pandemic, hotels in the market area performed strongly during the spring and summer months (avg. occupancy from June to August was 87.0%. Winter months featured lower levels of performance (November to January – avg. occupancy was 74.5%). July was the most successful month with the highest occupancy, ADR, and RevPAR.

Performance by Month (June 2023 – May 2024)

Month	Avg. Occupancy	ADR	RevPAR
August 2023	80.3%	$178.82	$143.61
September 2023	78.7%	$166.45	$130.96
October 2023	84.4%	$173.42	$146.29
November 2023	75.1%	$162.14	$121.80
December 2023	71.8%	$155.25	$111.51
January 2024	68.9%	$154.62	$106.50
February 2024	77.5%	$162.31	$125.84
March 2024	80.2%	$168.32	$135.02
April 2024	78.0%	$165.62	$129.16
May 2024	80.1%	$164.49	$131.81
June 2024	81.3%	$165.86	$134.81
July 2024	81.8%	$176.07	$143.96
Average	**78.2%**	**$166.11**	**$130.11**

A couple of years in this post-COVID era, hotel performance has gradually improved, but occupancy remains slightly short of pre-pandemic numbers. ADR and RevPAR have increased, however this is likely due to an increase in rates imposed by hotels to offset prior years' losses. Similar trends to the pre-pandemic period with summer months (June to August) remaining the most successful period of the year with avg. occupancy over 81%, while winter months (November to January) are the least successful. This past year saw a bit of an anomaly with October featuring the highest occupancy and RevPAR (although this performance did not cause other fall months to outperform the summer months. August is the highest performing month in terms of ADR.

Sources: CoStar; Smith Travel Research (Accessed August 2024);
Note: *Annual averages were calculated during the periods shown.

COMPETITIVE HOTEL MARKET ANALYSIS
PROJECTION OF SUPPORTABLE NEW ROOMS

- We observed data from the seven hotels of upper midscale class or higher within a 5-mile radius of the intersection of Telegraph Rd. and Norwalk Blvd.
- There are 1,328 rooms across the seven hotels, leading to an existing supply of annual room nights of 484,720
- New hotel development typically occurs when the market area achieves ~75-80% occupancy. However, given the market's strong pre-and-post-COVID occupancy (81.3% pre-COVID; ~78.2% post-pandemic) and high concentration of hotels in the market, we set the ideal occupancy to be achieved by future hotels at 80%
- Kosmont forecasted demand growth yielding support for 254 new rooms in the market over the next 10 years, using a 2% historic growth rate
- There is one hotel that is proposed within the 5-mile radius that would add ~120 new rooms to the market. If this hotel gets built, it would satisfy part of the market demand for new hotels of upper midscale class or higher. It is important to note, this hotel has only been proposed. Market conditions can vary and so can the programming for this prospective hotel site

COMPETITIVE HOTEL MARKET DEMAND – 5-MILE RADIUS
PROJECTION OF SUPPORTABLE NEW ROOMS

Projection of Supportable New Rooms

Year	Projected Demand	Existing Supply of Room Nights	Imputed Occupancy	Demand for Room Nights	Supportable # of Rooms	Projected Supply of Rooms	Cumulative Difference
2024*	3,378,942	484,720	78.2%	473,678	0	0	0
2029	418,383	484,720	86.3%	522,978	105	0	105
2034	461,928	484,720	95.3%	577,410	254	0	254

Sources: CoStar, Smith Travel Research, Kosmont Companies (Accessed August 2024);
Notes: Target occupancy of 80%; Based on 2% annual increase in room demand; *2024 represents the period between June 2023 to May 2024.. Numbers in parentheses and in red indicate a negative number. The projected supply of rooms accounts for hotels that are in final planning, proposed, or under construction. The cumulative difference reflects the number of supportable rooms after accounting for said hotels.



C. STAKEHOLDER OUTREACH

CITY OF SANTA FE SPRINGS – EDOP

SUMMARY OF STAKEHOLDER OUTREACH

- **Strong, Diverse Community & Active Local Government**
  - City described as "small but mighty"
  - City Council and municipal leadership are eager to boost local economy and support community development
- **Industrial Base & Infrastructure Concerns**
  - City's industrial workforce brings in a large daytime workforce (est. at 150-200K people) highlight City's economic potential
  - However, heavy trucking damages roads, with no current weight-limit regulations or fees to fund needed repairs
- **Underutilized Land & Redevelopment Potential**
  - Vacant or abandoned properties present redevelopment opportunities
  - Strategic acquisitions could catalyze major projects, including hotels and mixed-use spaces
- **Gaps in Retail, Dining, & Grocery Options**
  - Residents often leave the City to shop or seek entertainment, underscoring unmet local demand for more diverse offerings

SUMMARY OF STAKEHOLDER OUTREACH (CONT'D)

- **High-Potential Development Opportunities**
  - Stakeholders see significant value in pursuing a hotel project, given the interest from major chains and potential tax revenue
  - Multiple vacant or underutilized sites could be redeveloped for sports facilities, especially ahead of the upcoming Olympics
- **Business-Friendliness & Public-Private Collaboration**
  - Many see the City's permitting process as too slow or cumbersome, hindering new investments
  - Streamlining and offering incentives could spur projects including hotels, restaurants, or retail

SUMMARY OF SUGGESTIONS RECEIVED

Strengths	▪ Diverse and engaged community ▪ City has a strong industrial base and large daytime workforce ▪ Residents and government open to a variety of community services and amenities ▪ Local government demonstrates a readiness to invest in new land, clean up vacant sites, and attract major business
Challenges	▪ Lack of a centrally located grocery store ▪ Limited dining and entertaining options force residents to leave the City for broader dining, nightlife, and entertainment experiences ▪ Heavy trucking has damaged roads; no-weight limit regulations currently exist to mitigate the need for street repairs ▪ Public safety concerns with businesses reporting robberies
Opportunities	▪ Several vacant / idle properties (some in need of cleanup) ready for development ▪ Potential for hotel development based on hotel chain interest ▪ Desire for quality sit-down restaurants, local retail, nightlife, and family-friendly venues ▪ Existing warehouse facilities could be repurposed for large-scale indoor sports or multi-use entertainment complexes ▪ Upcoming 2028 Summer Olympics presents a chance to position the City as a practice / training location ▪ Strengthening "Business Expansion, Attraction, and Retention" (BEAR) programs and focusing on relationship-building can ensure that existing businesses stay, expand, and serve as an attraction for new enterprises

ITEM # 26

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **AMENDMENT NO. 1 TO AGREEMENT WITH LISA WISE CONSULTING**

DATE: August 19, 2025

RECOMMENDATION

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

1) Authorize the City Manager to execute Amendment No. 1 to the agreement with Lisa Wise Consulting (Lisa Wise) to expand the scope of work to include reviewing and making recommendations regarding the City's industrial design objective standards in an amount that shall not exceed $42,275; and

2) Authorize the City Manager to take any additional, related action(s) that may be desirable.

FISCAL IMPACTS

Lisa Wise has agreed to provide all necessary services associated with the Industrial Objective Design Standards for $42,275. If approved, the agreement will be amended, and the new not-to-exceed amount will be $641,038.

Sufficient funds for this expenditure are budgeted in account code: 10103199; Object No. 542050.

BACKGROUND

On March 18, 2025, the City Council authorized the approval of an agreement with Lisa Wise to prepare a Comprehensive Zoning Code Update. Lisa Wise Consulting was selected through a Request for Proposals (RFP) process that evaluated several proposals from qualified consultants. Work on this project commenced shortly after the agreement was approved and is currently in the assessment phase.

The project's overall objective is to engage a consulting firm with expertise in zoning and land use law, public engagement, and urban planning. The consultant will conduct all services with staff and the community to craft a Zoning Code that is clear, equitable, and aligned with the local vision for future growth. In addition to providing these services, the consultant is tasked with reviewing related operations and suggesting additional services and actions that may further benefit the City.

ENVIRONMENTAL

N/A

DISCUSSION

During the process of completing the initial stages of the City's Comprehensive Zoning Code, Lisa Wise Consulting conducted an initial review of existing documentation and processes associated with Community Development. This review identified a need to update and improve the City's Industrial Objective Design Standards.

Industrial Objective Design Standards are specific, measurable criteria used to evaluate and guide the design of industrial buildings and sites, ensuring they meet defined requirements without subjective interpretation. These standards often address site planning, building design, pedestrian and vehicular access, landscaping, and more, aiming to create a functional and safe industrial environment while being aesthetically pleasing. The City's current standards have undergone periodic revisions; however, a thorough review and update of the standards has not been completed. Staff believes that performing this task in conjunction with the City's Comprehensive Zoning Code Update could significantly benefit short-term and long-term City goals by creating a streamlined, updated standard to adhere to.

In addition to being related to the original scope of work, the services associated with this assessment are considered professional/specialized as they can only be performed by a consultant with the necessary training and expertise. Per Santa Fe Springs Municipal Code Section § 34.18(A)(1) – *Purchase by Bidding Required Generally; Exceptions*, services deemed professional and/or specialized are not required to undergo a bidding process. Staff recommends amending the agreement on this basis to acquire the necessary services.

SUMMARY/NEXT STEPS

Staff recommends approving the attached amendment to an agreement with Lisa Wise. Upon approval of this amendment, Lisa Wise will provide the required services to conduct an industrial design objective standard.

ATTACHMENTS

A. Amendment No. 1 to Agreement with Lisa Wise Consulting
B. Agreement with Lisa Wise Consulting

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

ATTACHMENT A

AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH LISA WISE CONSULTING

This Amendment Number 1 ("Amendment") is made and entered into this 19th day of August 2025, by and between the City of Santa Fe Springs ("City") and Lisa Wise Consulting ("Consultant").

WHEREAS, on March 18, 2025, the City and Consultant entered into an agreement to provide consulting services for a Comprehensive Zoning Code Update ("Agreement"); and

WHEREAS, the Agreement provides for the preparation and adoption of updated zoning regulations for the City; and

WHEREAS, the parties desire to amend the Agreement to include the development of Industrial Objective Design Standards as part of the Comprehensive Zoning Code Update; and

WHEREAS, the addition of Industrial Objective Design Standards will require an increase in the Project cost by $42,275.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Scope of Work – The Scope of Work in the Agreement is hereby amended to include preparation of Industrial Objective Design Standards for incorporation into the Comprehensive Zoning Code Update.

2. Compensation – Pursuant to Section 4 of the Agreement, the total compensation is increased by $42,275. The revised total not-to-exceed amount for the Agreement is $641,038.

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

ATTACHMENT A

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

CITY OF SANTA FE SPRINGS

_____
William K Rounds, Mayor

Date: _____

ATTEST :

_____
Fernando Munoz, City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez, City Attorney

LISA WISE CONSULTING

_____
Lisa Wise, AICP, President/CEO

Date: _____

LISA WISE CONSULTING

_____
Henry Pontarelli, Vice President/ Secretary

Date: _____

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CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
LISA WISE CONSULTING

This Professional Services Agreement ("Agreement") is made and effective as of March 18, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Lisa Wise Consulting ("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 professional consulting services for a Comprehensive Zoning Code Update (collectively, the "Project"); 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 City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of March 18, 2025;

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

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until March 18, 2027 ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for one (1) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions

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inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;

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

C. 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;

D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and

E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law

4. PAYMENT OF COMPENSATION

A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed Five Hundred Ninety-Eight Thousand, Seven Hundred Sixty-Three Dollars ($598,763) during the Term of this Agreement unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by

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the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. 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 the reimbursable out-of-pocket expenses incurred. 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..

D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. 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.

6. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work 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 Work, 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, tasks and other Work 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.

7. CITY'S REPRESENTATIVE

City hereby designates the City Manager or Director of Community Development (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her 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 his/her designee.

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8. CONSULTANT REPRESENTATIVE

Consultant hereby designates Jennifer Murillo, Director, to act as its representative for the performance of this Agreement (the "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 his/her designee will supervise and direct the performance of the Work, 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 portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

9. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably 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.

10. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;

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 Work 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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with 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 Work 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

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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 will be completed within seven (7) calendar 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 Work skillfully, competently and to the highest standards of Consultant's profession.

11. 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.

12. 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

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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 as follows: Lisa Wise, AICP (Principal) and Jennifer Murillo (Project Manager).

13. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work 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 Work 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 Work 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 to 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.

14. 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 Work 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 Work.

15. 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 Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable

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regulations of the U.S. Department of Housing and Urbanization.

16. 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.

17. 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.

18. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

19. INDEMNIFICATION

A. The Parties agree that City and 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.

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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.

B. 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.

C. 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 Section, 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.

D. The obligations of Consultant under this Section 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.

E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section 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 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.

F. 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

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any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

G. This Section 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.

20. 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 21, 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 24, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. 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 21, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

21. 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 herein, 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 Event of Default 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

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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 subsection B.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 Subsection B.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 Work; (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; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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

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undisputed sums to Consultant pursuant to this Agreement 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

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sums lawfully owed to Consultant under this Agreement for completed services and tasks.

22. SCOPE OF WAIVER OF DEFAULT

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.

23. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

24. 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.

25. 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 Work in any magazine, trade

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paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

26. 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., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

27. PROHIBITED INTERESTS

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.

28. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from

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informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

29. 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.

30. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by 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.

31. 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:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Clerk's Office
To Consultant:	Lisa Wise Consulting 983 Osos Street San Luis Obispo, CA 93401 Attention: Lisa Wise, AICP

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.

32. TIME IS OF THE ESSENCE

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Time is of the essence for each and every provision of this Agreement.

33. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

34. ENTIRE AGREEMENT

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

35. FORCE MAJEURE

The Completion Date shall 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, if the 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.

36. AMENDMENTS; MODIFICATIONS

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.

37. NON-EXCLUSIVE AGREEMENT

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

38. ATTORNEYS' FEES

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

39. 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.

40. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties

41. CONSTRUCTION

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

42. WAIVER

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

43. SEVERABILITY

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

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which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

44. COUNTERPARTS

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

45. AUTHORITY TO EXECUTE THIS AGREEMENT

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

46. ELECTRONIC SIGNATURES

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

[SIGNATURE PAGE TO FOLLOW]

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

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CITY OF SANTA FE SPRINGS

Signed by:
René Bobadilla
850726DC68754D6...
René Bobadilla
Date: 4/3/2025

CONSULTANT

Name: Lisa Wise, AICP
Title: President, CEO
Date: 03/03/2025

ATTEST:

DocuSigned by:
Fernando N. Munoz
BC61345B5A80478...
Fernando Munoz, Deputy City Clerk

CONSULTANT

Name: Henry Pontarelli
Title: Vice President, Secretary
Date: 03/03/2025

APPROVED AS TO FORM:

Signed by:
Susie Altamirano, Asst City Attorney on behalf of
8BC2D8609A13428...
Rick Olivarez, City Attorney

Attachments:

	Exhibit A	City's Request for Proposals
	Exhibit B	Consultant's Proposal
	Exhibit C	Insurance Requirements

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EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS
No. 25 - 8

Comprehensive Zoning Code Update

(Revised 11/13/2024)

Issue Date: **Thursday, November 14, 2024**
Questions Due Date: **Tuesday, December 3, 2024, at 2 PM Pacific**
Proposal Due Date: **Thursday, December 19, 2024, at 2 PM Pacific**

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TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
Thursday, November 14, 2024

PROJECT
Comprehensive Zoning Code Update

PROPOSAL OWNER
City of Santa Fe Springs – Department of Community Development
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Cuong Nguyen, Director of Community Development
Contact Phone: (562) 868 - 0511
Contact E-Mail: cuongnguyen@santafesprings.org

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, December 3, 2024, at 2 PM Pacific**.

Proposals must be submitted by **Thursday, December 19, 2024, at 2 PM Pacific**.

Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/123162

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I. Notice Inviting Proposals

The City seeks proposals from qualified consultants/firms to conduct a comprehensive zoning code update following the specifications, terms, and conditions identified in RFP No. 25 - 8. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/123162

Prospective consultants must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, December 3, 2024, at 2 PM Pacific.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, December 19, 2024, at 2 PM Pacific. Responses to this RFP will be evaluated to determine the most qualified Consultant. Responses must adhere to the format and content described in the RFP.

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II. Introduction

The City of Santa Fe Springs is seeking proposals from qualified Consultants interested in providing services for a Comprehensive Zoning Code Update. The objective of this RFP solicitation is to identify a consultant whose proposal best complies with the requirements of this RFP and provides the most comprehensive solution.

The successful Consultant will be required to enter into a Professional Services Agreement with the City for the duration of the Project. Final terms, including compensation and length of the agreement, are subject to City Council approval.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

IV. Timeline

- Release RFP — Thursday, November 14, 2024
- Online Q&A Deadline — Tuesday, December 3, 2024, 2 PM Pacific
- Deadline to Submit Responses — Thursday, December 19, 2024, at 2 PM Pacific
- City Review of Submissions — Early/Mid-January 2025
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late January 2025
- Award — Early/Mid-February 2025

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V. Scope of Work/Services

The City seeks to streamline and modernize its Zoning Code, ensuring improved clarity, efficiency, and alignment with community needs. Key tasks include extensive public engagement, environmental review and CEQA compliance, and integration with concurrent Specific Plan project. Expected outcomes include a simplified Zoning Code with user-friendly tools for staff and stakeholders.

The City seeks proposals from qualified consultants to provide professional services to assist in a comprehensive update to the Zoning Code (Chapter 155 of Title 15 of the Municipal Code). The primary purpose of this project is to modernize the City's Zoning Code to improve clarity and efficiency. The consultant will work closely with City staff and key stakeholders, including the public, to identify issues in the Zoning Code and to propose draft language and programs to address such issues. Subsequently, the consultant will work closely with City staff and relevant City departments to ensure that the Zoning Code update aligns with other City projects and goals.

The local community has indicated that there is a need to reform the development review process, reducing the amount of time it takes to review projects, and narrowing the scope of items that require a discretionary design review. The City is interested in hearing suggestions for simplifying the process and procedures. Several required findings and/or criteria must be satisfied for each type of permit. Some of these findings and criteria are duplicative and can be better articulated or consolidated. In response, the City is seeking to rethink how the code can be implemented. The consultant may explore exemptions, process improvements, and guidelines for the update.

The Comprehensive Zoning Code Update must include a comprehensive overview of all zones to remove duplicate language and unnecessarily complex code provisions and reduce the multiple ways that certain standards are interpreted or implemented. Several standards are currently placed in multiple areas of the Zoning Code and need to be consolidated. For example, all definitions should be consolidated into the "Definitions" section. Additionally, the list of allowable uses along Telegraph Road is embedded into each zone rather than a Specific Plan or overlay zone. A person unfamiliar with the Zoning Code may have difficulty locating all of the regulations that pertain to a project. The standards should be organized logically and written with language that is easy to understand and apply to increase the likelihood that an applicant's initial application submittal meets the City's Zoning Code. As part of the Comprehensive Zoning Code Update, the City will also evaluate its parking standards and explore amendments to align with industry best practices, ensuring accurate capture of parking demands according to land use.

The City is currently undertaking a Specific Plan project for the Town Center Telegraph Corridor that runs concurrently with this Comprehensive Zoning Code Update. It is essential that both projects are coordinated to ensure consistency between the Zoning Code and the Specific Plan. The consultant will be expected to work closely with the team handling the Specific Plan to avoid conflicting provisions and ensure cohesive land use regulations.

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In summary, the Comprehensive Zoning Code Update will require a consultant to conduct a complete review of the Zoning Code, identify especially difficult, duplicative, or unnecessarily complex code sections, propose language to resolve identified issues as well as utilize tables, flowcharts, images, and graphics to aid in understanding complex zoning concepts, and last but not least, reorganize and simplify the individual chapters. This update will respond to the needs of the residents, design professionals, businesses, City staff, and other stakeholders.

Please note, that the City invites the consultant to propose recommendations or adjustments as desired to how this scope of services can be better fulfilled to increase efficiency and effectiveness. The City and stakeholders alike have high ambitions for this pivotal project and welcome creative and visionary thinking to maximize its success. The Scope of Services shall include the following elements: Timeline and Milestones; Assessment; Environmental Review; Coordination with Concurrent Specific Plan Project; Recommendations; and Deliverables.

A. **Timeline and Milestones:** The consultant will develop a timeline and milestones for the project that align with the City's budget. Each phase of the project should be planned with an awareness of the financial limitations, ensuring that all deliverables, public outreach, and meetings are accomplished within the allocated funds.

    1. A kick-off meeting will be held with City staff, including representatives from key City departments, to refine the scope of services, discuss interdepartmental collaboration, and agree on an action plan. The action plan will outline regular progress check-ins with City staff and involve input from various departments, as needed, to ensure all relevant stakeholders are aligned throughout the process;

    2. The consultant shall prepare an action plan with phases of work and a schedule to accomplish the action plan that identifies minor milestones, including regular meeting dates with staff and work product review deadlines, and major milestones, including a public outreach program. The City anticipates the update will take approximately 24 months. The public outreach program shall include the following:

        i. Organize a minimum of five (5) public workshops on various topics on the Zoning Code and key stakeholder group meetings (community groups, neighborhood groups, design professionals, etc.) to solicit feedback on scope and content, and formalize input received from the general public sessions.

        ii. Two (2) joint public meetings with the City Council and Planning Commission, and a minimum of two (2) City Council study sessions and quarterly updates to the City Council on key code sections.

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iii. Note: for the community workshops and public meetings, the consultant will be required to prepare public outreach, workshop, and meeting materials, attend and present at the community workshops and public meetings (including responding to questions), and provide a list of action items for consideration following each workshop and meeting.

3. The designated consultant team shall be available to work with City staff continuously throughout the duration of the project.

B. **Assessment:** At a minimum, the consultant's assessment should include, but should not be limited to, the following activities:

1. *Evaluation of Zoning Code*. In collaboration with City staff, the consultant will review and evaluate the current Zoning Code (Chapter 155 of Title 15 of the City's Municipal Code) including all pending and recently approved ordinances to determine the revisions necessary. Recent changes to the zoning code may not need updating.

2. *Review of Application Process, Submittal Requirements, Staff Reports, and Planning Commission Hearings.* The consultant will review project submittal requirements, a small sample of complex staff reports, review findings, variances, design review criteria, etc., and review records of Planning Commission hearings to become familiar with the implementation of the Zoning Code and review and approval process.

3. *Research Zoning Codes from Other Cities.* The consultant will study and provide examples of Zoning Codes from other cities to assist in identifying the best and most common practices.

4. *Assessment of Public Comment.* The consultant will organize and plan public workshops and propose methods to engage select stakeholder groups or segments along with professional facilitation. The consultant will compile and assess all public comments received during public workshops and use comments to inform the direction and scope of the code update. It is expected that the consultant will have the experience and competency to educate the general public on the planning principles and industry best practices that are informing the consultant-recommended code changes.

5. *Evaluation of the General Plan.* The consultant will review and evaluate the current General Plan and all Elements to ensure that the Zoning Code updates are consistent with the current General Plan. Any necessary General Plan amendments will be flagged and draft language will be provided as a deliverable in the final documents.

6. *Evaluation of other Specific Plans and Guidelines.* The consultant will review

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and evaluate existing Zoning Code chapters that reference Specific Plans and Guidelines (specifically the Waste Disposal Incorporated Specific Plan, Freeway Overlay Zone, Landscaping Guidelines, and Signage Guidelines), and make recommendations to determine if changes are necessary as part of the Zoning Code update.

C. Environmental Review

1. California Environmental Quality Act (CEQA) Compliance. Prepare, post, respond, and file the necessary associated environmental documents for the Comprehensive Zoning Code Update and responses to public comments. This is a deliverable.

D. Coordination with Concurrent Specific Plan Project

1. Proposals should include a detailed plan for coordinating with the City's concurrent Specific Plan project for the Town Center Telegraph Corridor. Consultants should demonstrate how they will ensure alignment between the Zoning Code Update and the Specific Plan, including approaches for joint meetings, public outreach, and document consistency.

E. Recommendations

1. The consultant will make recommendations to City staff on updates to the Zoning Code and affected General Plan elements, including zoning and General Plan maps. Staff will consider recommendations and provide feedback to the consultant. Consultant and staff will discuss how to implement comments from workshops and public meetings. Ultimately, the consultant will prepare a draft Zoning Code Update to submit to the Planning Commission and City Council. After input from the Planning Commission, the City Council, and comments at the public meetings, the consultant will prepare the final Zoning Code, including agenda reports, ordinances, resolutions, etc. The consultant will also be asked to prepare a list of implementation measures that require follow-up. For example, required updates to GIS layers that may have changed through the code update, required updates to the City's Community Development webpage and public handouts, etc.

F. Deliverables

1. *Timeline with Milestones*. Delivered in writing, as described above.

2. *Detailed Public Outreach Program and Response to Comments.* The public outreach program will be developed in collaboration with City staff and relevant departments to ensure that a comprehensive view of the City's needs is communicated to the public. Consultants are encouraged to provide an outreach strategy specifying tools like surveys and online engagement

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methods to reach diverse demographics. A process for analyzing, documenting, and integrating feedback from the public and stakeholders is essential, ensuring measurable engagement outcomes are captured.

3. *Marketing.* Prepare a public participation program complete with a branding and marketing strategy and a website for public engagement, as described above.

4. *Materials.* Prepare public meeting presentation materials, memos, letters, website content, and other documents as requested by City staff, including preparation of staff reports and exhibits for the Planning Commission and City Council.

5. *Training Materials.* Provide training materials to assist City staff in educating both current and new employees on understanding the updates to the Zoning Code.

6. *CEQA Compliance.* Prepare, post, respond, and file the necessary associated environmental documents for the Comprehensive Zoning Code Update and responses to public comments.

7. *Accompanying Documents*. As described above, the consultant will prepare agenda reports, ordinances, resolutions, etc., necessary for the adoption of the Comprehensive Zoning Code Update. The consultant will also deliver a list of implementation measures.

8. *Draft and Final Documents*. The consultant will prepare (1) a reproducible copy in Microsoft Word of the draft Zoning Code Update, also known as “red-line” versions. The consultant will also provide one (1) reproducible copy of the final version, including any changes to the draft required by City officials, for adoption. A draft and final copy of all CEQA documents are required.

9. *Financial Reporting.* The consultant will be responsible for ensuring that all deliverables, including public outreach, environmental review, and the final Zoning Code Update, are completed within the City’s project budget. The consultant may also be required to provide periodic budget updates to City staff to track progress against the allocated financial resources.

VI. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please *see* ***Section VII – Proposal Format and Content*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal

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by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VII. Proposal Content and Format

Proposal Content

Consultants shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

B. Project Understanding and Approach - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, the methodologies and technologies you would employ, and the key milestones and processes you would use. Describe what information you would expect the City to supply.

C. Relevant Experience - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Consultant should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Consultant has performed similar services of similar size, scope, and complexity.

Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with the project.

D. Proposed Statement of Work - Please provide a proposed Statement of Work, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

This section should also identify the number of staff that will be provided to

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address the City's needs. In addition, the section may be used to propose any procedural or technical enhancements/innovations to the Scope of Work that are consistent with the objectives or required content of this RFP.

E. Conflict of Interest Statement – The Consultant shall disclose any financial, business, or other relationship with the City that may impact the selection process. If the Consultant has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See "Line-Item" tab in PlanetBids).

The total all-inclusive maximum not-to-exceed price should contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. It should also include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates, the number of hours anticipated for each staff level, and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should be directly related to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Consultant to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, resulting from this engagement, then such additional work shall be performed only if outlined in an addendum to the contract between the City and the Consultant. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

Proposal Format

To facilitate the evaluation process, all responses must adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

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Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman (preferred), 12pt font size. The thirty (30) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Consultant's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VIII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. **Experience of Consultant and Project Personnel (40 points)**
   - Experience, resources, and qualifications of the Consultant and assigned individuals to perform tasks identified in the scope of work.
   - Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City’s requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (20 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestion.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee, together with Staff’s recommendations. The City Council exercises

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discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee's ratings or Staff's recommendations.

Interviews

If necessary, the City may require top-rated proposers to participate in an interview. The City will e-mail proposers selected for the interview to schedule a date and time.

IX. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Lana Dich
City of Santa Fe Springs
Attn: Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the award. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

X. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XI. Insurance Requirements

Any Consultant conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury

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with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. Cyber Liability Insurance (if applicable)

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Errors & Omissions (if applicable)

Coverage must be appropriate to Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by

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Consultant shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Consultant. If not covered under Consultant's liability policy, such "property" coverage of City may be endorsed onto Consultant's Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available

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to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

XII. Business License Requirements

Consultants that conduct business within city limits may be required to obtain City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

XIII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically.
- Unnecessary/duplicative purchases are not permitted.
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and

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Suspended List (available at SAM.gov) is prohibited.

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest.
- Procurement transactions must be conducted in a manner providing full and open competition.
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible.
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A.
- Purchases of goods and services must include documentation detailing the procurement history.

XIV. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XV. Labor Requirements

A. Background: All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. Age: The Consultant will only hire individuals who are of legal age to work.

XVI. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

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XVII. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be 18 and be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the primary's insurance.

XVIII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XIX. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

XX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXI. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

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1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits

PLEASE REVIEW
Attachment A – References
Attachment B – Sample PSA
Attachment C – General Plan

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EXHIBIT B

CONSULTANT'S PROPOSAL

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LWC

City of Santa Fe Springs

Comprehensive Zoning Code Update

Response to Request for Proposals
December 19, 2024

Lisa Wise Consulting, Inc.
Contact: Lisa Wise, AICP
939 South Broadway, Suite 611
Los Angeles, CA 90015
lisa@lisawiseconsulting.com
(805) 595-1345









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Prepared for:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Prepared by:

Lisa Wise Consulting, Inc.
939 South Broadway, Suite 611
Los Angeles, CA 90015
www.lisawiseconsulting.com
(805) 595-1345

EPD Solutions, Inc.
3333 Michelson Drive, Suite 500
Irvine, CA 92612
www.epdsolutions.com
(949) 794-1180

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A. Letter of Interest

December 19, 2024

LWC

Micah Herd
Procurement Manager, Department of Finance
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511
micahherd@santafesprings.org

RE: LWC Proposal for the City of Santa Fe Springs RFP No. 25 – 8, Comprehensive Zoning Code Update

Dear Micah:

Lisa Wise Consulting, Inc. (LWC) is very pleased to submit our proposal to complete a Comprehensive Zoning Code Update for the City of Santa Fe Springs. As a California corporation that has focused on comprehensive zoning code updates for over 18 years and completed over 80 successful zoning code update engagements, this is a target project for us. The LWC Team includes EPD Solutions to prepare, post, respond, and file the necessary associated environmental documents and support the outreach effort.

Given our detailed understanding of the scope of services, milestones and timeline of this project, relative to the demands on the firm through the next 24 months, we have more than sufficient staff availability at every level to bring the Comprehensive Zoning Code update project to completion and meet the expectations of the City. The proposed schedule is included below. We look forward to reviewing and refining the scope of work, budget, and timline to meet the City's needs and expectations.

The LWC Team of California development code experts includes Jennifer Murillo, AICP (Director and Project Manager), with over 19 years of dedicated development code experience, and Stefano Richichi (Deputy Project Manager) with 9 years of comprehensive development code experience. The LWC Team also includes Ethan Stan, AICP (Lead Associate) and Abby Weizer (Associate). Key project staff from EPD Solutions includes Terrance Smalls (Environmental Principal Planner), Konstanza Dobreva, JD (VP of Environmental Planning), and Meghan Macias, TE (Director of Technical Services). As the President and owner of the LWC, I bring over 30 years of zoning code update and management of complex development code projects and will be responsible for adherence to the tenets of the contract and the quality and timeliness of all deliverables.

I am the primary point of contact regarding the proposal and wholly responsible for communication with the City and will support our Project Manager, Jennifer Murillo, and our entire staff throughout the engagement. My direct phone number and email address are included below. I acknowledge that LWC complies with State and Federal nondiscrimination requirements and that we have read, understand, and can comply with all the components of the RFP and addenda.

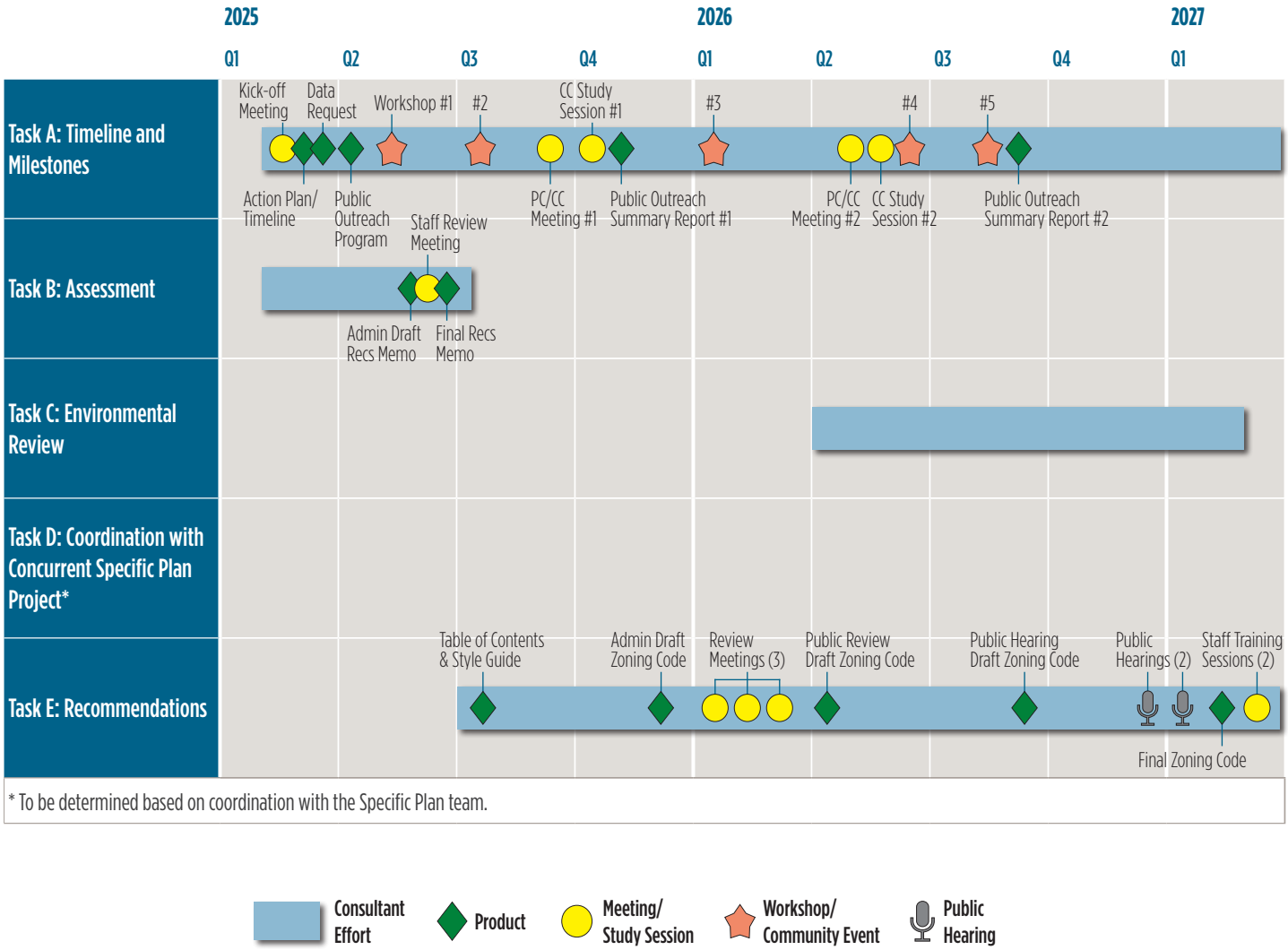
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We remain available to address questions or comments and appreciate the opportunity to participate in the City of Santa Fe Springs Comprehensive Zoning Code Update.

Sincerely,

Lisa Wise, AICP
President, CEO
Lisa Wise Consulting, Inc.
939 South Broadway, Suite 611
Los Angeles, CA 90015
lisa@lisawiseconsulting.com
(805) 595-1345

Proposed Schedule



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B. Project Understanding and Approach

Project Understanding

We understand that the Comprehensive Zoning Code Update is integral to implementing the Vision for Santa Fe Springs 2040, which aspires to maintain the City as a great place to live, work, and play. The updated code will enact the General Plan's goals by enhancing quality of life for residents and businesses; fostering a safe environment and thriving business community; providing quality family, youth, and senior services; and ensuring sound financial management.

The City's mission to sustain a balance between its robust industrial base and diverse housing opportunities, while preserving stable neighborhoods, is at the forefront of this project. The updated code must also position Santa Fe Springs to attract and retain businesses and workers, support a vibrant downtown, leverage transit-oriented districts around Metro's L Line and Metrolink stations, and enable civic improvements that benefit the entire community.

We appreciate the City's commitment to modernizing its development review process and reducing protracted discretionary design review to better accommodate the rapid pace of change in business and technology. By streamlining processes and introducing clearer, consolidated standards and user-friendly tools, the updated code will make zoning more accessible for residents, businesses, and developers alike.

The City has thoughtfully outlined a step-by-step process to assess the current code that includes:

- A thorough assessment of the current General Plan, Zoning Code, and Specific Plans to discern where changes are needed.
- Incorporating best practices from across the State and country.
- Comprehensive public engagement from start to finish.
- Conducting thorough environmental review and actionable recommendations.
- Delivering a draft and final code that aligns with the City's goals for clarity, flexibility, and efficiency – working closely with City staff throughout the project.

The LWC EPD Team is uniquely qualified to meet and exceed the City's expectations. With decades of experience delivering successful zoning codes updates and ensuring environmental compliance, we are well-equipped to navigate the complexities of this engagement. Our approach is grounded in open communication, comprehensive research and analysis, and close collaboration with City staff. Our highly qualified staff are available for the duration of the project and will address this work as the highest priority. We are committed to delivering an updated code on time and within budget that reflects the vision and priorities of Santa Fe Springs.





Images from the City's 2040 General Plan, illustrating the City's vision for industrial redevelopment and complete neighborhoods.

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Project Approach

LWC's approach to the Comprehensive Zoning Code Update for Santa Fe Springs is grounded in our extensive experience on similar projects and our deep understanding of the City's goals. All facets of our work - public engagement, code evaluation, application process review, and code drafting - will center on the City's objective of creating a streamlined, clear, and efficient zoning code that:

- Accommodates modern uses and evolving business needs.
- Reflects the community's priorities through meaningful public input.
- Ensures CEQA compliance.
- Integrates seamlessly with the ongoing Town Center Telegraph Corridor Specific Plan.

Public Engagement

Our approach is anchored in inclusive and proactive public participation, ensuring that the community priorities are evident in findings and final recommendations. LWC brings 18 years of expertise in designing and implementing successful Public Engagement Strategies. We leverage diverse tools such as interviews, focus groups, surveys, workshops, open houses, study sessions, public hearings, and dynamic digital platforms (webpages, social media). We understand that a robust public engagement process builds trust and produces a zoning code that reflect the aspirations and needs of residents, businesses, and stakeholders.

Project Management

We emphasize clear and consistent communication with the City, employing regularly scheduled progress meetings, detailed invoices with clear cover letters, and the use of BigTime, a powerful online time management platform. BigTime enables real-time tracking of project progress, tasks, staff allocation, and budget metrics, ensuring accountability and on-time delivery. Weekly internal project status meetings allow us to anticipate challenges and make necessary changes before issues arise. All deliverables undergo a rigorous internal review process to guarantee accuracy, clarity, and the highest professional quality.



BigTime enables LWC to track project performance by staff member and by task relative to timeline and budget, allowing us to better evaluate and anticipate the needs of the project.

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Tailored Expertise

LWC's approach is informed by best practices and lessons learned from over 80 zoning code updates projects, including engagements in fast-growing jurisdictions like Rancho Cucamonga, Beaumont, and Lompoc, as well as larger cities such as Long Beach, Las Vegas and Columbus, OH. We bring specialized expertise in:

- Industrial zone regulations and standards for parking, truck loading bays, landscaping buffers, and signage logistics, aligning with State legislation (AB 98).
- Drafting objective design standards for building design and location to ensure legal defensibility while advancing community character goals.

By focusing on collaboration, precision, and alignment with Santa Fe Springs' vision, our team will deliver an updated zoning code that is user-friendly, legally robust, and well-positioned to guide the City's future growth and prosperity.

At LWC, we believe that a zoning code should make a city more resilient, equitable and prosperous. We also believe zoning codes should serve the present, acknowledge the future and be accessible to all users. The LWC team is committed to delivering a community-driven zoning code update in close collaboration with the community and City staff. Each LWC code effort is unique, reflecting the needs, desires, character, social and economic realities of each community. However, each effort reflects a consistent philosophy that zoning and development regulations should:

As a firm, we are dedicated to the following principles on all of our engagements:



Equity. Ensures that the benefits and burdens of the new code are shared across the community, expand opportunities for affordable housing and affordable commercial space, and support a diversity of businesses.



Viability. Fosters development that supports city goals for housing, employment growth, vibrant commercial centers and business districts while considering market forces, economic feasibility and fiscal performance.



Quality. Assures standard of excellence that retains value, is long lasting, and responds to context and character of neighbor-hoods, corridors, and districts.



Context. Responds and enhances to the unique character of neighborhoods, corridors, centers, and districts.



Predictability. Offers a high degree of control and assures alignment with expectations of development outcomes for the City, property owners, businesses, and the development community.



Flexibility. Able to accommodate reasonable adjustments to assure positive outcomes and community compatibility over time.



Clarity. Be easy to understand for community members, developers, and City officials and staff, and enable consistent interpretation at the planning counter.

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C. Relevant Experience

Firm Overview

LWC

Lisa Wise Consulting, Inc. (LWC) specializes in assessing, updating, and modernizing zoning codes aimed at promoting pedestrian and transit-oriented communities, and facilitating sustainable, prosperous, and equitable cities. The LWC team addresses each engagement with a deep understanding of zoning principles, best practices, strong project management, and professional writing skills. LWC's approach to code updates relies on listening, learning, and a focus on creating ease of use, consistency, modernizing uses and implementing the community's vision. LWC was founded in 2006 and has grown to a staff of 20 urban planning professionals and support staff with offices in Los Angeles, San Francisco, and San Luis Obispo.

LWC core competencies include:

- Zoning Ordinance, Development Code Updates and Diagnoses, Industrial Zone Updates, AB 98 Compliance
- Community Engagement Strategies, Workshops, Study Sessions, Surveys
- Long-Range Planning, Specific Plans, TOD Plans, and Corridor Plans
- Housing Law Compliance, Implementation, and Affordable Housing Policy

LWC has successfully completed code audits, code updates and technical planning projects in California, Arizona, Nevada, North Dakota, Texas, Ohio, Hawaii, Oklahoma, Maine, Iowa, Massachusetts, and the Kingdom of Saudi Arabia. Our resume includes 80 comprehensive code updates, diagnoses, and regulatory compliance assessments; 16 sign code updates; and over 130 long range planning, housing, economic, and finance projects delivered on time and to our client's satisfaction.

E | P | D SOLUTIONS, INC

EPD Solutions, Inc. (EPD) specializes in providing environmental, technical, and planning services that balance environmental responsibility with community enhancement and regulatory compliance. Founded in 2013, EPD offers over 25 years of senior project management experience, preparing CEQA and NEPA documentation and managing complex projects throughout Southern California. Our multidisciplinary expertise ensures defensible environmental documents, timely project delivery, and innovative planning solutions. EPD has a proven track record in Santa Fe Springs, supporting projects like the Bloomfield Avenue Development, Florence Avenue Townhomes, and Pioneer Building Development. Core competencies include General Plans and Zoning Ordinances, traffic and transportation analyses, air quality and GHG assessments, and health risk evaluations. By integrating environmental planning, policy development, and technical analysis, EPD supports cities in achieving sustainable, impactful development outcomes.

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Zoning Code Updates and Audits

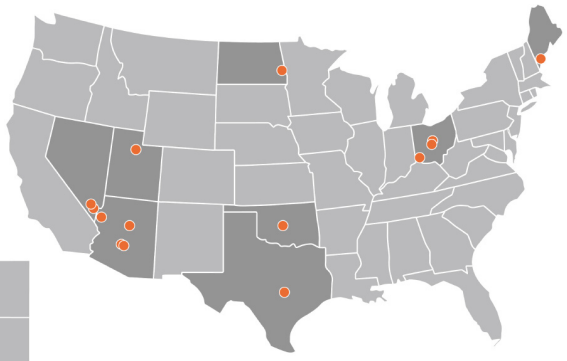
LWC is a national expert in zoning ordinance and development code updates, audits, and strategies. Our 18-year code resume includes over 80 successful code-related projects. We are committed to working closely with communities to:

- Establish a vision
- Assess current zoning and land use regulations
- Investigate development patterns, typologies
- Streamline, modernize, and standardize
- Collaborate on drafts, edits, and final presentations
- Facilitate code training

LWC's code update philosophy emphasizes ease of use, consistency, clarity, and the accommodation of modern land uses. LWC's approach prioritizes attractive graphics and web-interfacing capabilities. Our comprehensive approach assures compliance with federal, state, and local policies and implementing the community vision.

LWC has developed zoning codes for fast-growing cities focused on their downtown core, communities hoping to preserve traditional uses and neighborhoods, and communities focused on the development of key nodes and corridors and accommodating modern uses.

NATIONAL CODE PROJECTS



CALIFORNIA CODE PROJECTS



Austin, TX, Land Development Code Update

Beaumont, CA, Zoning Code Updates

Benicia, CA, Mixed-Use Development Standards Ordinance

Cincinnati, OH, Unified Development Code

Columbus, OH, Comprehensive Zoning Code Assessment and Code Update

Fargo, ND, Land Development Code Diagnostic

Flagstaff, AZ, Zoning Ordinance Update

Goleta, CA, Zoning Ordinance and Coastal Implementation Plan

Grover Beach, CA, Development Code Update

Hayward, CA, Downtown Form-Based Code and Mission Boulevard FBC Update

Henderson, NV, Development Code Update

Indio, CA, Zoning Code Update

Kingman, AZ, Citywide Zoning Code Update

Kingsburg, CA, Development Code Update

La Quinta, CA, Highway 111 FBC

Las Vegas, NV, Downtown FBC

Livermore, CA, Development Code Update and FBC

Lompoc, CA, Zoning Code Update

Long Beach, CA, Zoning Code Audit

Malibu, CA, Zoning Code and LIP Update

Marin County, CA, Development Code Amendments

Mesa, AZ, FBC and Regulating Plan

Milpitas, CA, Comprehensive Zoning Ordinance and Zoning Map Update

Morgan Hill, CA, Monterey Corridor FBC

Napa, CA, Zoning Code and Map Update

Newark, CA, Zoning Ordinance Update

Oklahoma City, OK, Land Development Code Update

Pacific Grove, CA, Zoning Ordinance Update

Palmdale, CA, Comprehensive Zoning Code Update

Park City, UT, Land Management Code Amendments

Pismo Beach, CA, Implementation Plan and Zoning Code Update

Rancho Cucamonga, CA, Comprehensive Development Code Update

Richmond, CA, Livable Corridors Plan and FBC

South San Francisco, CA, Citywide Code Update and Form-Based Code

St. Helena, CA, Zoning Code Update

Tehachapi, CA, Citywide Zoning Code Update

Vacaville, CA, Land Use and Development Code Audit and Update

Kaua'i County, HI, Form-Based Code

West Sacramento, CA, Zoning Modernization

Westerville, OH, Zoning Ordinance Update

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Specific Examples of Relevant Experience

CITY OF BEAUMONT

Comprehensive Zoning Code and Zoning Map Update

STATUS:

Anticipated adoption June 2025

TIMEFRAME:

November 2023 – July 2025

BUDGET:

$368,080

REFERENCE:

Carole Kendrick
Interim Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
(951) 572-3237
CKendrick@beaumontca.gov

In November 2023, the City of Beaumont hired LWC to conduct a Comprehensive Update to the City's Zoning Code and Zoning Map. The Zoning Code was last updated in 2007 and while amended numerous times, it has not kept pace with changes to state laws, economic and development trends, and modern uses and terms.

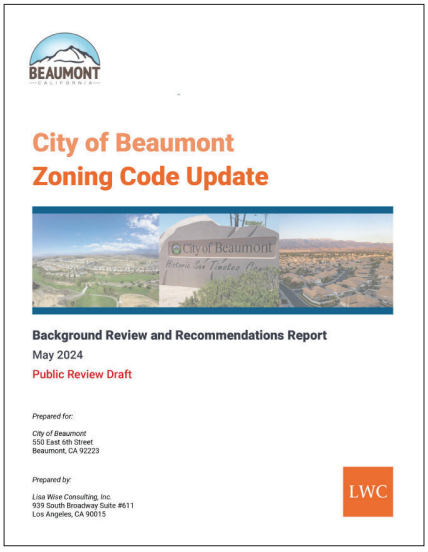
LWC is working closely with the City to conduct an update that prioritizes implementing the vision in the recently updated (2020) General Plan by modernizing and streamlining the Zoning Code, making it more user-friendly, and preparing commercial and industrial design standards that reduce noise, privacy, parking, and design impacts to neighboring residential land uses. The Zoning Code Update focuses on implementing the General Plan and priorities of the City, while maintaining an appropriate level of control desired by the community in compliance with state law. Additionally, LWC is working to consolidate land uses to mitigate the need for and eliminate delays of discretionary review, increase consistency across applicable City documents, and ensure a more transparent, predictable permitting and public participation process.

LWC initiated a comprehensive review of the existing Zoning Code, General Plan, Housing Element, Downtown Beaumont Revitalization Plan, Parking Management Master Plan, Economic Development Master Plan, and other relevant plans, regulations, and documents. Based on the findings, LWC produced a Recommendations Report for public review which sets strategic recommendations for the update.

To ensure the community's voice will be evident in the Zoning Code Update, LWC conducted meetings with representatives from City departments and held study sessions with the City Council and Planning Commission.

The new Zoning Code will feature streamlined, modernized, legally compliant Zoning Districts, Use Regulations, Citywide Standards, Sign Standards, and Administrative and Permit Procedures. The updated Zoning Map will clearly illustrate zoning districts and overlays and updated zoning for inconsistencies with the General Plan.

Anticipated adoption of the Comprehensive Zoning Code Update is June 2025.







Docusign Envelope ID: 5F7D7BB6-0D8C-4D21-B109-3DED5EA0FD2E

CITY OF RANCHO CUCAMONGA

Comprehensive Development Code Update and Objective Design Standards

STATUS:

Adopted May 2022

TIMEFRAME:

December 2019 - April 2022

BUDGET:

$392,222

REFERENCE:

Matthew Burris, AICP
Deputy City Manager
City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA
91730
(909) 474-7201
Matt.Burris@cityofrc.us





The City of Rancho Cucamonga hired LWC to conduct a comprehensive update of its Development Code (Title 17) aimed at a more effective implementation of the vision established in the General Plan – to be "the cultural and economic hub of the Inland Empire." The City has experienced rapid population and economic growth and is in a strategic position given the billions of dollars that are being invested in San Bernardino County in technology, transportation, healthcare, and new entertainment venues.

The previous Development Code was amended numerous times as the City grew and the economy diversified, and its zoning district-approach was no longer sufficient to produce a flexible, responsive regulatory tool to achieve vibrant, walkable, and human-centric urban fabric.

Building from extensive community engagement, LWC worked closely with the City staff and the General Plan Update team to identify inconsistencies among the existing Code, the General Plan, and State law, aimed at providing clear direction on the City's development expectations. LWC also analyzed eight existing Specific and Master Plans and integrated regulations into the Citywide Development Code.

As a part of the Comprehensive Code update, LWC was also tasked with developing new Objective Design Standards for multi-family and residential mixed-use developments that align with State requirements. These design standards were closely integrated with the new form-based code standards that apply to neighborhoods and the major corridors.

The new Code applies form-based elements that preserve the existing character and quality of established neighborhoods while enabling attractive, affordable housing choices and pedestrian-oriented infill development "by right" in areas where growth is expected and desired by the community. Ultimately, the new code assures more predictable, streamlined, context-sensitive results, harmonious transitions between public and private realms and more balanced shifts between buildings, sidewalk, and the streetscape.

The updated Code was adopted unanimously by the City Council on May 18, 2022, after a unanimous vote by the Planning Commission in favor of the new Code.



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LWC CITY OF MILPITAS

Comprehensive Zoning Ordinance and Zoning Map Update

STATUS:
Anticipated adoption June 2025

TIMEFRAME:
February 2023 – July 2025

BUDGET:
$879,515

REFERENCE:
Holly Pearson, AICP
Zoning Update Project Manager
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 609-0072
hpearson@milpitas.gov





The City of Milpitas hired LWC to conduct a Comprehensive Update to the City's Zoning Ordinance and Zoning Map. The Zoning Ordinance was last updated in 2008 and while amended numerous times, it has not kept pace with economic realities, current land use and housing, and needs organization and streamlining.

LWC is working closely with the City to conduct an update that prioritizes implementing the vision in the 2040 General Plan by modernizing the Zoning Ordinance and making it more user-friendly, ensuring consistency across all applicable City documents, and promoting more compact, mixed-use, and transit-oriented development types. The Zoning Ordinance Update will ensure legal compliance, implement the 2023-2031 Housing Element, and apply clear, consistent, and user-friendly graphics and formatting. Additionally, LWC is working to assure a more transparent, predictable permitting process to better promote attractive and valuable design, accommodate modern land uses, protect residential neighborhood character, and support a more vibrant economy.

LWC initiated the project with a City tour and a comprehensive review of the existing Zoning Ordinance, General Plan, Housing Element, Specific Plans, Objective Design Standards, Economic Development Strategy, and other relevant plans, regulations, and documents. Based on the findings, LWC produced a Recommendations Report which set foundational recommendations for the update.

To assure the community's voice will be evident in the Zoning Ordinance Update, LWC conducted stakeholder interviews with residents, representatives from the business community, special interest groups, and civic leaders; developed a project website (www.milpitaszoningupdate.org); met with the Technical Advisory Committee and Zoning Advisory Group; conducted an online survey; and facilitated workshops and study sessions with the City Council and Planning Commission.

Phase 1, which included prioritized new zoning districts, 2023-2031 Housing Element implementation amendments, and an updated Zoning Map, was unanimously adopted in June 2024. Phase 2, the comprehensive Ordinance Update, is scheduled for adoption in June 2025.

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LWC CITY OF LOMPOC

Zoning Code Update and Sign Code Update

STATUS:

Adopted December 2019

TIMEFRAME:

August 2015 - December 2019

BUDGET:

$404,794

REFERENCE:

Brian Halvorson
Planning Manager
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
(805) 875-8228
b_halvorson@ci.lompoc.ca.us

PARTNER:

Rincon Consultants (CEQA)

AWARD:

American Planning Association (APA), California Central Coast Chapter: Merit for Best Practice Award, 2017 (Sign Code)



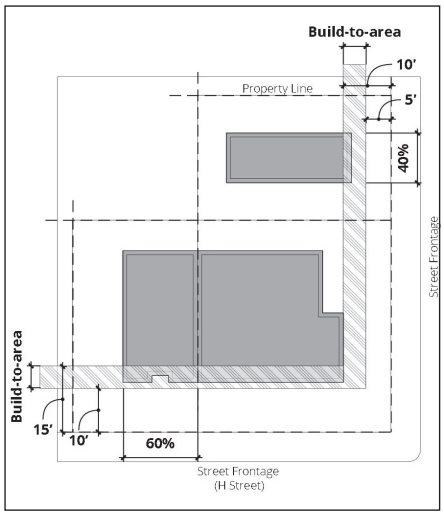
LWC was hired by the City of Lompoc to conduct a comprehensive Zoning Code aimed at implementing the recently adopted General Plan, complying with federal and state law, and incorporating best practices and community sentiment in a manner that is concise, clear, and user-friendly.

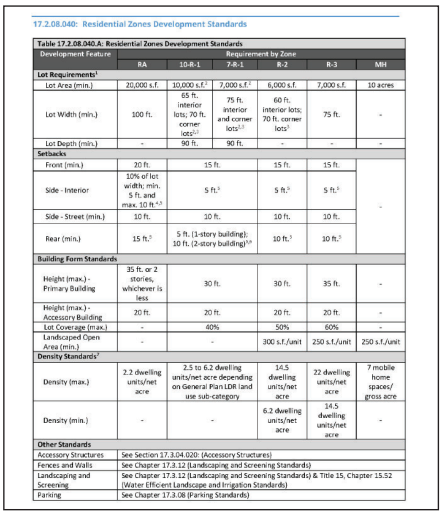
Lompoc is in Santa Barbara County, the heart of the Santa Rita Hills wine growing region and Santa Barbara Wine Trail. Lompoc also abuts Vandenburg Space Force Base and the West Coast home of the SpaceX Program.

LWC worked closely with the City to integrate economic objectives established in the General Plan which focused on preserving and strengthening the Wine Ghetto District, modernizing existing land uses, and creating updated development standards to promote economic revitalization, encourage high quality infill and mixed-use development, and preserve historic character. At the City's direction, LWC also focused on streamlining and reorganizing the code to be succinct, easy to navigate, and more reliant on clear graphics, tables, and figures.

LWC initiated the project with stakeholder interviews, an online survey, public hearings, and workshops, followed by a comprehensive Code Diagnostic Analysis and a preliminary recommendations report. The City directed prioritization of the Sign Code to ensure consistency with the *Reed v Town of Gilbert* US Supreme Court decision and to provide new sign standards that would support local businesses. The updated Sign Code was unanimously adopted by the City Council in December 2016 and is one of the first in California since the U.S. Supreme Court's ruling.

LWC completed the comprehensive Zoning Code update in November and it was adopted by the City Council unanimously in December by a vote of 5 – 0.





17.2.08.040: Residential Zones Development Standards

Table 17.2.08.040.A: Residential Zones Development Standards

Development Feature	Requirement by Zone					
	RA	10-R-1	7-R-1	R-2	R-3	MH
Lot Requirements[1]						
Lot Area (min.)	20,000 s.f.	10,000 s.f.[2]	7,000 s.f.[2]	6,000 s.f.	7,000 s.f.	10 acres
Lot Width (min.)	100 ft.	65 ft. interior lots; 70 ft. corner lots[2]	75 ft. interior and corner lots[2]	60 ft. interior lots; 70 ft. corner lots[3]	75 ft.	-
Lot Depth (min.)	-	90 ft.	90 ft.	-	-	-
Setbacks						
Front (min.)	20 ft.	15 ft.		15 ft.	15 ft.	
Side - Interior	10% of lot width; min. 5 ft. and max. 10 ft.[2,3]	5 ft.[3]		5 ft.[3]	5 ft.[3]	-
Side - Street (min.)	10 ft.	10 ft.		10 ft.	10 ft.	
Rear (min.)	15 ft.[3]	5 ft. (1-story building); 10 ft. (2-story building)[3,4]		10 ft.[3]	10 ft.[3]	
Building Form Standards						
Height (max.) - Primary Building	35 ft. or 2 stories, whichever is less	30 ft.		30 ft.	35 ft.	-
Height (max.) - Accessory Building	20 ft.	20 ft.		20 ft.	20 ft.	-
Lot Coverage (max.)	-	40%		50%	60%	-
Landscaped Open Area (min.)	-	-		300 s.f./unit	250 s.f./unit	250 s.f./unit
Density Standards[5]						
Density (max.)	2.2 dwelling units/net acre	2.5 to 6.2 dwelling units/net acre depending on General Plan LDR land use sub-category		14.5 dwelling units/net acre	22 dwelling units/net acre	7 mobile home spaces/ gross acre
Density (min.)	-	-		6.2 dwelling units/net acre	14.5 dwelling units/net acre	-
Other Standards						
Accessory Structures	See Section 17.3.04.020: (Accessory Structures)					
Fences and Walls	See Chapter 17.3.12 (Landscaping and Screening Standards)					
Landscaping and Screening	See Chapter 17.3.12 (Landscaping and Screening Standards) & Title 15, Chapter 15.52 (Water Efficient Landscape and Irrigation Standards)					
Parking	See Chapter 17.3.08 (Parking Standards)					

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EPD SOLUTIONS, INC

Relevant Project Experience

PROJECT NAME	NWC Telegraph and Santa Fe Springs Road Redevelopment Project		
PROJECT CITY, COUNTY	Santa Fe Springs, Los Angeles County		
PROJECT NUMBER	23-090		
MARKET/PROJECT TYPE	☒ Industrial	☐ Local/State Government	☐ Educational/Institutional
	☐ Solar/Renewable	☐ Residential	☐ Other
EPD SERVICES	☒ CEQA	☒ Traffic Analysis	☒ Development Mgt
	☒ Entitlement	☐ Post Entitlement	☐ Construction Mgt
	☐ Enviro Planning	☐ Public Outreach	
TIMEFRAME	2023 – 2024	**BUDGET**	$528,981
DESCRIPTION	EPD performed development management services, CEQA compliance services and supported the entitlements process for a redevelopment project that proposed to demolish an existing onsite building, abandon the existing onsite oil wells, and construct two new warehouse buildings with parking, landscaping, and access improvements. The two buildings would consist of 298,373 SF and 286,305 SF, for a total of 584,678 SF of industrial development. Related site improvements included parking, loading docks, decorative landscaping, associated onsite infrastructure, and a new cul-de-sac driveway. The proposed redevelopment project required review and approval of a Tentative Parcel Map and a Development Plan Approval from the City of Santa Fe Springs. EPD's team prepared an Initial Study, EIR, Air Quality/GHG Emissions and Energy Analysis, and Traffic Impact Analysis for the project and managed the work of six technical specialists in the preparation of the supporting technical studies listed below.		
TECHNICAL STUDIES	○ Phase I & II ESA – Partner Engineering and Science, Inc. ○ Noise Study – Urban Crossroads, Inc. ○ Geotechnical Report – LGC Geotechnical, Inc. ○ Cultural & Paleontological Survey – BFSA Environmental Services ○ Biological Resources Assessment – Hernandez Environmental Services ○ Air Quality & Greenhouse Gas Emissions & Energy – EPD Solutions, Inc. ○ Low Impact Development (LID) Plan – Huitt Zollars ○ Traffic Impact Analysis – EPD Solutions, Inc. ○ Caltrans Interim Safety Queueing Analysis		
LEAD AGENCY	City of Santa Fe Springs		
CLIENT	Bridgeland Resources, LLC		
REFERENCE			
Name	Jimmy Wong		
Title	Associate Planner		
Email	jimmywong@santafesprings.org		
EPD PROJECT TEAM			
EPD PROJECT MANAGER	Tatiana Torres		
Transportation Engineer	Meaghan Truman		
Team Member Name	Alex Garber		

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E | P | D SOLUTIONS, INC

Relevant Project Experience

PROJECT NAME	Redlands General Plan Transit Villages District and Specific Plan Project		
PROJECT CITY, COUNTY	Redlands, Riverside County		
MARKET/PROJECT TYPE	☐ Industrial ☐ Solar/Renewable	☒ Local/State Government ☒ Residential	☐ Educational/Institutional ☒ Mixed-Use/Hospitality/Open Space
EPD SERVICES	☒ CEQA ☐ Entitlement ☒ Enviro Planning	☒ Traffic Analysis ☐ Post Entitlement ☐ Public Outreach	☐ Development Mgt ☐ Construction Mgt
TIMEFRAME	2019-2022	**BUDGET**	$399,819
DESCRIPTION	EPD prepared the Environmental Impact Report for the Redlands General Plan Transit Villages District and Specific Plan Project. The Transit Villages Specific Plan (TVSP) provides for infill development, redevelopment and development of a number of vacant parcels located within the Project area. The maximum development that would occur from buildout of the TVSP would include up to 2,400 dwelling units, 220 hotel rooms, 265,000 square feet (SF) of retail commercial uses, 238,000 SF of office uses, and 280,000 SF of open space and parks. The total square-footage and dwelling units that are included in buildout of the TVSP could be constructed at the present time under the current GP2035 land use designations and current zoning designations within the Project area buildout pursuant to the TVSP would be within the buildout provided for within the GP2035. However, the proposed TVSP would provide a form-based code to achieve preferred building forms and design, promote compact and walkable urban form in the vicinity of the train stations, introduce a greater variety of transportation options (and reduce vehicle trips and vehicle miles traveled), and provide more public open space and amenities that provide aesthetic and community benefits.		
TECHNICAL STUDIES	○ Noise Study – Urban Crossroads ○ Cultural & Paleontological Survey – Material Culture Consulting ○ Biological Resources Assessment – Hernandez Environmental Services ○ Air Quality & Greenhouse Gas Emissions & Energy – Urban Crossroads ○ Traffic Impact Analysis – EPD Solutions, Inc.		
LEAD AGENCY / CLIENT	City of Redlands		
REFERENCE			
Name	Brian Foote		
Title	Planning Manager		
Email **Phone**	bfoote@cityofredlands.org 909.798.7562		

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EPD SOLUTIONS, INC

Relevant Project Experience

PROJECT NAME	Tustin Housing Element Update and IS/MND Subsequent RHNA Rezone EIRs: Market Place Rezone Project, Enderle Center Rezone Project, and Tustin Legacy Specific Plan Amendment Project		
PROJECT CITY, COUNTY	Tustin, Orange County		
MARKET/PROJECT TYPE	☐ Industrial ☐ Solar/Renewable	☒ Local/State Government ☒ Residential	☐ Educational/Institutional ☒ Other (Planning)
EPD SERVICES	☒ CEQA ☐ Entitlement ☒ Enviro Planning	☒ Traffic Analysis ☐ Post Entitlement ☒ Public Outreach	☒ Development Mgt ☐ Construction Mgt
TIMEFRAME	2021-2022	**BUDGET**	$80,430 (MND) $354,820; $335,490; $475,770 (RNHA EIRs, respectively)
DESCRIPTION	EPD provided Housing Element advisory services and assisted with the preparation of the City of Tustin's Housing Element 6th Cycle Update and prepared the supporting Initial Study and Negative Declaration. The Housing Element Update provided a plan to meet anticipated population growth and housing needs, including incorporation of an additional 6,782 housing units to meet Regional Housing Needs Allocation accommodating varying income distributions. EPD also assisted the City with preparation and distribution of SB 18 and AB 52 tribal consultation letters. EPD worked with the City to meet an aggressive schedule and obtain certification of the Housing Element on time. EPD prepared two expedited EIRs and one SEIR concurrently for the City of Tustin's three major rezone efforts related to their approved Housing Element shortfall sites. The EIRs analyzed the potential addition of 4,970 dwelling units spread out over two neighborhoods of the Tustin Legacy Specific Plan, the allowance of up to 900 units over 18 acres of the existing Tustin Marketplace, and potential development of 413 units over approximately 7 acres of Tustin's existing Enderle Center commercial site. Each project required preparation of an independent VMT Study, Traffic Impact Assessment, Air Quality Study, Noise Study, and Cultural Study to support the CEQA findings. All three EIRs were prepared and within public circulation within one year of the kickoff date with the City. EPD worked closely with the City to ensure that the City met the state's three-year rezone requirement of shortfall sites identified within their certified housing element. EPD also prepared the traffic analysis for the project and oversaw preparation of the additional technical analyses.		
TECHNICAL STUDIES	○ Noise Study – LSA ○ Cultural & Paleontological Survey – BFSA Environmental Services ○ Biological Resources Assessment – Hernandez Environmental Services ○ Air Quality & Greenhouse Gas Emissions & Energy – LSA		
LEAD AGENCY / CLIENT	City of Tustin		
REFERENCE			
Name	Justina Willkom		
Title	Community Development Director		
Email **Phone**	jwillkom@tustinca.org 714.573.3115		

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Recent Zoning Code Projects

A list of recent zoning code projects completed by LWC in the past five years is provided below. Additional information about any project listed is available immediately at the City's request.

Jurisidction	Project Description	Status	Start Date	End Date
Alameda County, CA	Castro Valley General Plan Implementation	In Progress	08/2016	*Spring 2026
Alameda County, CA	Ashland and Cherryland Business District Specific Plan and Code Update	Complete	2013	2015
Arlington, MA	Sign Regulations Update	Complete	09/2018	04/2019
Beaumont, CA	Comprehensive Zoning Code and Zoning Map Update	In Progress	11/2023	*07/2025
Belmont, CA	Zoning Ordinance Amendments	In Progress	11/2023	*Spring 2025
Columbus, OH	Comprehensive Zoning Code Assessment and Update	In Progress	4//2020	*Summer 2026
Cypress, CA	Inclusionary Housing Ordinance and Fee Modification Study	Complete	06/2023	11/2023
Fargo, ND	Land Development Code Diagnostic and Alternatives Recommendations	Complete	08/2019	05/2021
Goleta, CA	Zoning Ordinance and Coastal Implementation Plan	Complete	06/2015	01/2019
Hayward, CA	Downtown Specific Plan, Code, and EIR	Complete	09/2016	04/2019
Hayward, CA	Form-Based Code	Complete	06/2018	08/2020
Indio, CA	Zoning Code and General Plan Update	Complete	03/2020	10/2022
Iowa City, IA	South District Form-Based Code	Complete	04/2019	08/2020
Kauai County, HI	West Kauai'i Community Plan and Form-Based Code	Complete	11/2017	08/2020
Kingman, AZ	Citywide Zoning Code Update	Complete	07/2019	04/2021
La Quinta, CA	Highway 111 Corridor Form-Based Code	In Progress	11/2020	*01/2025

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Jurisidction	Project Description	Status	Start Date	End Date
Las Vegas, NV	Downtown Form Based Code	Complete	04/2017	06/2023
Long Beach, CA	Zoning Code Audit	Complete	05/2019	06/2020
Long Beach, CA	Sidewalk Vendor Program	Complete	06/2022	05/2023
Long Beach, CA	Food Truck Ordinance	Complete	05/2021	12/2021
Long Beach, CA	ADU and SB 9 Ordinances	In Progress	02/2023	*04/2025
Mammoth Lakes, CA	Main Lodge Specific Plan	In Progress	03/2022	*12/2026
Millbrae, CA	Citywide Objective Design Standards and Zoning Code Amendments	In Progress	12/2023	*06/2025
Milpitas, CA	Comprehensive Zoning Ordinance and Zoning Map Update	In Progress	02/2023	*Summer 2025
Mountain View, CA	Update R-3 Zoning, Financial Feasibility Analysis, and Anti-Displacement Strategy	In Progress	3/2020	*10/2025
Napa, CA	Zoning Ordinance Update	In Progress	06/2024	*Summer 2026
Oxnard, CA	Local Coastal Program (LCP) Update	In Progress	02/2024	*07/2027
Palmdale, CA	Comprehensive Zoning Code Update	Complete	7/2021	05/2023
Park City, UT	Land Management Code Amendments	Complete	06/2023	02/2024
Piedmont, CA	Multifamily and Mixed Use Objective Design Standards, Proformas, and Prototype Plans and Incentives for Accessory Dwelling Units	Complete	08/2020	09/2023
Portland, MA	Comprehensive Sign Code Update	Complete	06/2019	11/2020

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Jurisidction	Project Description	Status	Start Date	End Date
Rancho Cucamonga, CA	Industrial Zones Update	Complete	12/2020	07/2021
Rancho Cucamonga, CA	Etiwanda Heights Neighborhood and Conservation Plan	Complete	2015	2019
Rancho Cucamonga, CA	Comprehensive Development Code Update and Objective Design Standards	Complete	12/2019	04/2022
Riyadh, Saudi Arabia	Form-Based Code Framework and Update Strategy	Complete	03/2019	04/2021
Saratoga, CA	Objective Design Standards	Complete	09/2022	10/2023
Seal Beach, CA	Objective Design Standards and Zoning Code Amendments	Complete	03/2022	05/2024
Sonoma, CA	Sign Code Update	Complete	02/2023	03/2025
South San Francisco, CA	Citywide Code Update and Form-Based Code	Complete	05/2019	10/2022
St. Helena, CA	Zoning Code Update	Complete	08/2019	10/2023
Tehachapi, CA	Oak Tree Village Specific Plan	Complete	01/2016	05/2020
Thousand Oaks, CA	Comprehensive Development Code Update and Rezoning Program	In Progress	08/2024	*Summer 2026
Vacaville, CA	Land Use and Development Code Audit and Update	Complete	03/2019	08/2022
West Sacramento, CA	Zoning Modernization Project	Complete	01/2016	05/2019
Woodland, CA	Comprehensive Zoning Update	Complete	08/2019	05/2024

** Expected End Date*

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D. Proposed Statement of Work

This proposed Scope of Work describes a work plan for the comprehensive update of the City of Santa Fe Springs Comprehensive Zoning Code (Chapter 155 of Title 15). The Scope of Work is based on LWC's understanding of the City's expectations and experience with similar projects. LWC will revise the Scope of Work and budget as necessary to meet the City's expectations or to address changes in the City's objectives.

A. Project Initiation and Analysis

1. Kick-off Meeting. LWC will attend an in-person kick-off meeting with City staff, including representatives from key City departments, to refine the scope of services, discuss interdepartmental collaboration, and agree on an action plan. The action plan will outline regular progress check-ins with City staff and involve input from various departments, as needed, to ensure all relevant stakeholders are aligned throughout the process.

As part of the kick-off meeting, LWC recommends that the team tours the City with staff to discuss the built environment, become more familiar with development resulting from implementation of current regulations, and to look for opportunities for improvement.

2. Action Plan and Project Timeline. LWC will prepare an action plan with phases of work and a schedule to accomplish the action plan that identifies minor milestones, including regular meeting dates with staff, work product review deadlines, and major milestones, including the public outreach program (Task B). The City anticipates the update will take approximately 24 months. LWC will be available to work with City staff continuously throughout the duration of the project.

3. Regular Calls with Staff. LWC will hold monthly project management meetings (virtual) with City staff to ensure a shared understanding of project progress and ongoing coordination. LWC will provide updates on deliverables and milestones, discuss questions arising from the project, and coordinate upcoming deliverables or engagement activities. LWC prepare agendas and provide summaries of each meeting.

4. Data Request. LWC will prepare a list of data needs for City staff prior to the kick-off meeting, including for example, maps, GIS data, uncodified ordinances, process flow charts, a list of technical zoning issues or interpretations, and representative projects for use in reviewing how specific standards are applied.

5. Public Outreach Program. LWC will prepare a Public Outreach Program Memo in collaboration with City staff and relevant departments to ensure that a comprehensive view of the process is communicated to the public. The Program will provide opportunities for broad participation from community stakeholders, decision makers, members of the public, and City staff to engage in the project as regulations are being formulated. The Memo will include approaches that seek to provide substantive and inclusive engagement, clarify community values, and collect meaningful data and qualitative input about priorities and desires for land uses, urban form, and entitlement procedures. The Memo will outline all workshops, events, study sessions, adoption hearings, website/social media content, and roles and responsibilities.

The Memo will also outline a branding strategy to use for the website, project material, and other marketing efforts.

Based on City staff's review of an Administrative Draft Public Engagement Strategy Memo, LWC will prepare a final Memo.

6. Workshops. LWC will organize, prepare for, and host five in-person public workshops to engage key stakeholder group meetings (community groups, neighborhood groups, design professionals, etc.). The purpose of the workshops is to educate the public, discuss best practices, solicit input on proposed content, and provide feedback loops. LWC will prepare an agenda, PowerPoint presentation, and summary notes

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for the events, as well as posters, handouts, flyers, or other materials as needed and for use on the City's website and social media accounts. The City will be responsible for locating spaces and posting/sending invitations.

LWC will work with City staff to finalize the approach to the community events and anticipates covering the following topics:

- Project Kickoff and Goals
- Assessment and Opportunities
- Recommendations and Best Practices
- Public Draft Zoning Code Release

7. City Council and Planning Commission Meetings. LWC will prepare for and attend two in-person joint meetings with the City Council and Planning Commission, two in-person City Council study sessions, and quarterly updates to the City Council on key code sections. LWC will virtually attend the quarterly updates.

8. Public Outreach Summary Report. LWC will compile the summaries of each engagement event and prepare a Public Outreach Summary Report that compiles and assesses the comments and data gathered from the community meetings for appropriate phases of the project. LWC and staff will discuss how to implement comments from workshops and public meetings. This input will inform and drive the direction of the update.

9. Website and Social Media Materials. LWC will prepare materials, including simplified timelines, project updates, meeting summaries, and photos/graphics for posting on the City's website and social media to inform and educate community members about the Zoning Code Update.

Meetings

- *Kick-off meeting*
- *Regular staff calls (24)*
- *5 workshops*
- *2 joint City Council and Planning Commission meetings*
- *2 City Council study sessions*
- *Quarterly updates to the City Council (6 meetings)*

Deliverables

- *Action Plan/Timeline*
- *Kick-off meeting agenda and summary notes (Word, PDF)*
- *Staff call agendas and summary notes (Word, PDF, email)*
- *Data request (Word, PDF)*
- *Public Engagement Program Memo (Word, PDF; draft and final)*
- *Workshop, meeting, and study session presentations and supplemental engagement materials (Word, PPT, PDF; draft and final)*
- *Digital engagement materials (JPG, PDF)*
- *Public Outreach Summary Report (PDF, draft and final)*

B. Assessment

1. Evaluation of Zoning Code. In collaboration with City staff, LWC will review and evaluate the current Zoning Code (Chapter 155 of Title 15) including all pending and recently approved ordinances to determine the revisions necessary. Recent changes to the zoning code may not need updating.

2. Review of Application Process, Submittal Requirements, Staff Reports, and Planning Commission Hearings. LWC will review project submittal requirements, a small sample of complex staff reports, review findings, variances, design review criteria, etc., and review records of Planning Commission hearings to become familiar with the implementation of the Zoning Code and review and approval process.

3. Research Zoning Codes from Other Cities. Based on LWC's evaluation and review above and input from staff, LWC will study and provide examples of Zoning Codes from other cities to assist in identifying the best and most common practices for specific topic areas. LWC anticipates 3 or 4 topic areas.

4. Evaluation of the General Plan. LWC will review and evaluate the current General Plan and all Elements

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to ensure that the Zoning Code updates are consistent with the current General Plan. Any necessary General Plan amendments will be flagged and draft language will be provided as a deliverable in the final documents.

5. Evaluation of other Specific Plans and Guidelines. The consultant will review and evaluate existing Zoning Code chapters that reference Specific Plans and Guidelines (specifically the Waste Disposal Incorporated Specific Plan, Freeway Overlay Zone, Landscaping Guidelines, and Signage Guidelines), and make recommendations to determine if changes are necessary as part of the Zoning Code update.

6. Legal Consistency. LWC will perform a legal consistency review to identify any inconsistencies between the City's existing regulations and State and Federal law (as in effect at the time of the analysis).

7. Assessment and Recommendations Memo. LWC will summarize the results of the assessment in an Assessment and Recommendation Memo. LWC will prepare an Administrative Draft Assessment and Recommendations Memo for City review

8. Staff Review Meeting. LWC will participate in a virtual working meeting with City staff to review and discuss the findings from the Administrative Draft Assessment and Recommendations Memo. Based on City staff's review of an Administrative Draft Memo, LWC will prepare a final Memo.

Deliverables

- *Assessment and Recommendations Memo (Word, PDF; draft and final)*

C. Environmental Review

EPD will prepare an Addendum to the certified General Plan and Targeted Zoning Code Update Final Environmental Impact Report (EIR) (SCH#2021050193) to ensure compliance with the California Environmental Quality Act (CEQA). An Addendum is appropriate when proposed changes, such as updates to zoning policies and development standards, do not introduce new or more severe environmental impacts beyond those analyzed in the certified EIR.

Before beginning work on the Addendum, EPD will conduct a thorough review of all relevant existing documents, including the certified EIR and supporting technical analyses. This review will inform the development of a detailed Project Description that outlines the scope of the zoning code updates. The Project Description will include changes to land use categories, development standards, and policies, as well as implementation timelines and any infrastructure requirements. Maps and visual aids will be prepared to clearly depict the geographic and contextual scope of the updates. The Consultant Team will collaborate closely with City staff to ensure the Project Description aligns with the City's goals and the assumptions in the original EIR.

Using the certified EIR as a baseline, EPD will evaluate whether the proposed changes affect key environmental resource areas, including air quality, greenhouse gas emissions, noise, biological resources, land use, transportation, and cultural resources. The Addendum will focus only on areas impacted by the proposed updates, documenting where the existing EIR analysis remains sufficient and confirming that no new mitigation measures are necessary unless new or previously unanalyzed impacts arise. EPD will prepare the Addendum in accordance with CEQA Guidelines Section 15164, demonstrating that the zoning code updates are within the scope of the original EIR and do not require a Supplemental or Subsequent EIR. The Addendum will include a summary of findings, a focused analysis of any relevant impacts, and a clear explanation of why additional environmental review is unnecessary.

EPD will have staff in attendance at two public hearings for the zoning update to provide support and address any questions related to the environmental review process. While public circulation is not required for an Addendum, EPD will assist the team with preparing materials for public meetings and hearings as needed. This includes ensuring that the Addendum is clear, user-friendly, and accessible, providing decision-makers, including the City Council and Planning Commission, with the information they need to make an informed decision.

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If the project is approved, EPD will assist the City in preparing and filing the Notice of Determination (NOD) in accordance with CEQA requirements. Filing the NOD will establish the project's approval date and initiate the applicable statute of limitations for legal challenges, ensuring CEQA compliance is formally documented.

Throughout the process, the Consultant Team will maintain close coordination with City staff to ensure the Addendum is delivered efficiently and aligns with the City's timeline and objectives. This streamlined environmental review will provide a clear and defensible CEQA pathway, supporting the City's Comprehensive Zoning Code Update while facilitating informed decision-making.

D. Coordination with Concurrent Specific Plan Project

LWC will coordinate with the City's team (to be selected) for the Town Center Telegraph Corridor Specific Plan. LWC will participate in two virtual meetings with the Town Center Telegraph Corridor Specific Plan team to discuss project approaches and alignment of the two projects. Conducting joint outreach engagements, which could include meetings in an open house format, may be successful in increasing outreach for both projects. LWC assumes joint outreach would occur with the meetings already identified in this scope of work.

LWC anticipates that project alignment may include LWC reserving logical locations in the updated Zoning Code for future zones as necessary for implementation of the Town Center Telegraph Corridor Specific Plan. LWC does not assume preparation of new zoning districts to implement the future Town Center Telegraph Corridor Specific Plan.

E. Recommendations

1. Table of Contents and Style Guide. LWC will propose a structure and organization of the Zoning Code to facilitate usability and clarity. LWC will prepare an annotated Table of Contents that describes the purpose and intent of chapters, sections, and subsections. Where appropriate, the Table of Contents will list existing Ordinance chapters and sections to establish a trail between the two documents indicating where chapters and sections from the current Ordinance are to be relocated and the anticipated degree of change (i.e., carried forward with or without changes) and which chapters or sections (if any) of the current Ordinance will not be carried forward or replaced entirely.

LWC will also prepare a preliminary Style Guide focusing on page layout, cross-references, terminology, fonts, graphics, charts, maps, etc. to create a Zoning Code that is organized and easy-to-use. Based on City staff's review of the Administrative Draft Table of Contents and Style Guide, LWC will prepare a final Table of Contents and Style Guide.

2. Administrative Draft Zoning Code. Using the public outreach and the Assessment and Recommendations Memo (Task B), LWC will prepare an Administrative Draft Zoning Code. LWC anticipates completing the following work as part of the Administrative Draft Zoning Code. Throughout the process of working on the Administrative Draft, LWC will continue to check-in with City staff on regular calls and discuss topics or issues as they arise.

- **Zones.** LWC will update the base and overlay zones, consolidating, modifying, and/or creating new districts where appropriate to implement the General Plan land use designations and address issues and recommendations identified in Task B. Each Zone will contain a complete set of development regulations pertaining to the applicable zone provided in a user-friendly table format with supporting graphics and diagrams.
- **Use Regulations.** LWC will review and update the land use regulations, including emphasis on the following:
  - **Land Use Definitions.** A complete list of updated definitions of land uses regulated by the Zoning Code. Land uses will be defined through a clearly articulated and modern use classification system using best practices that reflects contemporary land uses and groups them based on common functional, product, or physical characteristics. Use groups will be broad enough to allow the classification of any new unanticipated uses.

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- **Zoning District Use Regulations.** Land use regulations by zoning district, clearly indicating in tables which uses are permitted and what type of approval is required for each use. Permitted land uses will be consistent with the corresponding General Plan land use designation and adaptable to contemporary trends in land use.
- **Standards for Specific Uses.** Supplemental standards for uses that warrant special consideration such as accessory dwelling units, home occupations, live/work units, or temporary uses.

- **Citywide Standards.** LWC will analyze current standards that apply in some or all zoning districts and prepare new or revised standards addressing issues identified in the Assessment and Recommendation Memo and through public engagement efforts and City staff input. Topics are anticipated to include, but are not limited to: landscaping, parking, lighting, and wall and fences. LWC assumes objective design standards are being addressed separately and no additional objective design standards work is required.
- **Sign Standards.** LWC will prepare revised sign regulations that include regulations for specific sign types, limitations on the amount of signage, graphics, and sign review procedures. LWC assumes minimal revisions necessary for content-neutral compliance consistent with the US Supreme Court's 2015 decision in Reed v. Town of Gilbert.
- **Administration and Permit Procedures.** LWC will update administration and permit procedures, consisting of the following:
  - **Administration and Procedures.** Provisions for administration and amendments to the Zoning Code and Zoning Map, and procedures that are common to the application and processing of a variety of different permits and approvals, such as noticing and hearing requirements.
  - **Land Use and Development Permits.** Procedures for all zoning decisions, from ministerial approvals (such as zoning certification) to more technical and substantive discretionary approvals, including conditional use permits and variances.
  - **Enforcement.** Provisions for the enforcement of the Zoning Code.
  - **Nonconforming Provisions.** Procedures and requirements for nonconforming uses, buildings, and structures.
- **Definitions.** LWC will update definitions and methods of measurement, adding new definitions or measurements as appropriate. (This is in addition to Land Use definitions above.)

3. Administrative Draft Review Meetings. LWC will participate in up to three virtual working meetings with City staff to review and discuss staff input on the Administrative Draft. LWC assumes staff will deliver one set of consolidated non-conflicting comments on the Administrative Draft.

4. Public Review Draft Zoning Code. LWC will review all City comments on the Administrative Draft Zoning Code and will prepare a Public Review Draft Zoning Code to be available for public review. LWC will work collaboratively to appropriately address all City comments on the Administrative Draft in order to submit a complete and high-quality Public Review Draft.

5. General Plan Amendments. LWC will provide draft General Plan amendments language, if necessary, based on feedback from City staff and the draft Zoning Code. Any LWC draft General Plan amendment language is assumed to be minimal, and the scope of any General Plan amendments will be agreed upon by LWC and the City after the Assessment and Recommendations Memo is completed and based on budget available.

6. List of Implementation Measures. LWC will prepare a list of implementation measures that require follow-up, such as GIS layers that may have changed through the code update, updates to the City's Community Development webpage, public handouts, etc.

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7. Public Hearings and Final Documents.

- **Hearings.** LWC will prepare a Public Hearing Draft Zoning Code based on City's direction and public comments received on the Public Review Draft Zoning Code. LWC will attend one Planning Commission and one City Council public hearings to present and respond to questions for the adoption of the updated Zoning Code. 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 prepare staff reports, ordinances, resolutions, and PowerPoint presentations (draft and final) for the public hearings.
- **Final Documents.** Based on City Council action and final text changes provided by City staff, LWC will prepare the final Zoning Code as both Microsoft Word and PDF files.

8. Staff Training and How to Use the Code. LWC will prepare two training sessions for City staff to provide them with an overview of the new Zoning Code's updated structure and content, review new standards and explain new or updated administrative procedures. Each training will consist of an approximately 90-minute workshop with City staff via an online video conference platform. Training sessions will include materials to help staff understand the new Zoning Code and how to utilize the code in project review. These materials could be used by future employees.

Meetings

- *Staff review meetings (3) with City staff (Virtual)*
- *Planning Commission (1) and City Council Hearings (1)*
- *Staff training sessions (2)*

Deliverables

- *Table of Contents (Excel, PDF; draft and final)*
- *Style Guide (Word; draft and final)*
- *Administrative Draft Zoning Code (1 digital copy, Word)*
- *Public Review Draft Zoning Code (1 digital copy, Word strikeout, 1 digital copy Word 'clean')*
- *Final Zoning Code (1 digital copy, Word)*
- *General Plan Amendments (TBD)*
- *List of Implementation Measures (Word)*
- *Staff training materials*

F. Deliverables

The following are included as deliverables in the Scope of Work.

1. Timeline with Milestones (Task A.2)
2. Detailed Public Outreach Program and Response to Comments (Task A.5)
3. Marketing (Task A.5, A.9)
4. Materials (Task A)
5. Training Materials (Task E.8)
6. CEQA Compliance (Task C)
7. Accompanying Documents (Task E)
8. Draft and Final Documents (Task C and E)
9. Financial Reporting. LWC will be responsible for ensuring that all deliverables, including public outreach, environmental review, and the final Zoning Code Update, are completed within the City's project budget. LWC will provide monthly invoices that track progress against the allocated financial resources.

G. Optional Task

- **Stakeholder Interviews.** LWC will conduct 30-minute, one-on-one or small group interviews (targeting up to 20 individuals) with a diverse range of civic leaders, elected officials, code-users, property and business owners and operators, real estate professionals, architects, developers, special interest groups, and others with interest in or familiarity with the City's regulatory framework and built environment. Interviews will be conducted via phone call or virtual (e.g., Zoom) meeting. The issues identified by stakeholders will be classified and sorted by common themes and summarized in a memo.

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- **Online Feedback Form.** Working with the City, LWC will prepare an online questionnaire asking questions informing the preparation of the draft zoning code update or to solicit feedback on the draft zoning code update. LWC will upload and host the questionnaire on the online Survey Monkey platform. The questionnaire will not exceed 20 closed-ended questions, and will be designed to gain the most targeted information possible without overburdening respondents. The questionnaire will end with an open-ended question (e.g., "Do you have anything else to add?") followed by space to provide a narrative response. The questionnaire is anticipated to be "live" for at least two weeks in order to provide sufficient awareness and access for the community to participate.

  LWC assumes City staff will advertise and promote the questionnaire and ensure that all community members (i.e., those that may not have access to a personal computer or electronic device) are also able to access the questionnaire. The City will provide any and all language translations of the online questionnaire and translations of non-English responses to the questionnaire.

  LWC will analyze the questionnaire responses and report on the results. The analysis will be delivered to the City via a Questionnaire Responses Summary.

- **Zoning Map/GIS.** LWC will compare the existing and proposed zoning in GIS and produce a map and associated data documenting existing zoning, General Plan land use, and proposed zoning, to review with staff. The purpose of this task is to understand and confirm the potential zoning map changes based on the General Plan, as well as identify unexpected conflicts. Based on this work, LWC will prepare an Administrative Draft, Screencheck Draft, and Public Review Draft Zoning Maps for staff review. LWC will provide relevant Zoning Map data as shapefiles in GIS and an Excel spreadsheet listing parcels that will get rezoned.

- **Application Forms and Handouts.** LWC will review existing City application forms and handouts and provide staff with recommendations for updates in a memo format. LWC will update forms and handouts as directed by staff. LWC will prepare an Administrative Draft of each new form or handout. Based on comments from City staff and City Clerk, LWC will prepare final forms/handouts.

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E. Conflict of Interest Statement

As the President and CEO, I attest that Lisa Wise Consulting, Inc. has no financial, business, or other relationship with the City that may impact the selection process or create a real or perceived conflict of interest.



Lisa Wise, AICP
President, CEO
Lisa Wise Consulting, Inc.

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Assumptions

Based on the tasks identified in the Scope of Work, LWC is pleased to offer the following cost estimate for the City of Santa Fe Springs Zoning Code Update. We have budgeted for all of the tasks with a level of effort that we believe is necessary to meet the City's project objectives and achieve an overall consensus among stakeholders and decision makers.

We are confident that we can complete the project according to the proposed Scope of Work and Budget, but we remain flexible and willing to discuss refinements with City staff to understand how they could be altered to better fit the City's needs or constraints.

This proposal is based on the following assumptions:

- All deliverables will be provided in electronic format unless specified as hard copy with an associated number of copies.
- City staff will provide comments on draft materials as a single set of consolidated, non-conflicting, and actionable comments. The City's comments will include comments from the City Attorney as appropriate as determined City staff. City Attorney comments will be compiled with City staff comments when provided.
- City staff will prepare staff reports, resolutions, and notices for Planning Commission and City Council meetings.
- City staff will conduct all noticing as required by State law and provide any translations or interpretation services.
- The City is responsible for identifying stakeholders and stakeholder groups, scheduling and securing locations for workshops, study sessions and/or public hearings, and sending invitations.
- GIS data provided will be complete and accurate. LWC will not be responsible for creating or re-creating GIS data unless otherwise specified in this scope of work.
- City GIS data includes parcel-level General Plan designations and zoning classifications, including all zoning overlays.
- The proposal acknowledges laws and statutes enacted at the time of its writing. The parties will agree on amendments to the scope of services and budget that may become necessary if any changes occur to applicable rulings and create requirements that were unexpected at the time of the execution of this proposal.
- Budget for optional tasks dependent on finalized scope to be determined at time of contract negotiations. Budget is affected by finalized scope of work, additional analysis requests, number of public meetings, number of hearings, number and timing of deliverables, number of staff meetings, and level of CEQA review and specialized studies.

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City of Santa Fe Springs - Comprehensive Zoning Code Update
Prepared by Lisa Wise Consulting, Inc
December 19, 2024

		LWC														EPD												TOTAL	
		Principal $299		Director $260		Senior $215		Lead Associate $180		GIS Specialist $180		Associate $165		Total		Principal $300		Senior Tech Planner $235		Associate $200		Assistant $165		Technical Editor $150		Total			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
TASK A	**Timeline and Milestones**																												
1	Kick-off Meeting	2	$ 598	14	$ 3,640	16	$ 3,440	4	$ 720	-	$ -	24	$ 3,960	60	$ 12,358	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	60	$ 12,358
2	Action Plan and Project Timeline	-	$ -	4	$ 1,040	8	$ 1,720	4	$ 720	-	$ -	16	$ 2,640	32	$ 6,120	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	32	$ 6,120
3	Regular Calls with Staff (24)	2	$ 598	24	$ 6,240	48	$ 10,320	-	$ -	-	$ -	36	$ 5,940	110	$ 23,098	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	110	$ 23,098
4	Data Request	-	$ -	2	$ 520	2	$ 430	8	$ 1,440	4	$ 720	8	$ 1,320	24	$ 4,430	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	24	$ 4,430
5	Public Outreach Program	-	$ -	8	$ 2,080	6	$ 1,290	8	$ 1,440	-	$ -	20	$ 3,300	42	$ 8,110	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	42	$ 8,110
6	Workshops (5)	-	$ -	60	$ 15,600	80	$ 17,200	60	$ 10,800	-	$ -	120	$ 19,800	320	$ 63,400	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	320	$ 63,400
7	City Council and Planning Commission Meetings	-	$ -	40	$ 10,400	80	$ 17,200	40	$ 7,200	-	$ -	100	$ 16,500	260	$ 51,300	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	260	$ 51,300
8	Public Outreach Summary Report	-	$ -	4	$ 1,040	16	$ 3,440	8	$ 1,440	-	$ -	32	$ 5,280	60	$ 11,200	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	60	$ 11,200
9	Website and Social Media Materials	-	$ -	4	$ 1,040	12	$ 2,580	16	$ 2,880	-	$ -	20	$ 3,300	52	$ 9,800	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	52	$ 9,800
	SUBTOTAL - TASK A	4	$ 1,196	160	$ 41,600	268	$ 57,620	148	$ 26,640	4	$ 720	376	$ 62,040	960	$ 189,816	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	960	$ 189,816
TASK B	**Assessment**																												
1	Evaluation of Zoning Code	-	$ -	2	$ 520	4	$ 860	8	$ 1,440	-	$ -	16	$ 2,640	30	$ 5,460	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	30	$ 5,460
2	Review of Application Process, Submittal Requirements, Staff Reports, and Planning Commission Hearings	-	$ -	4	$ 1,040	8	$ 1,720	8	$ 1,440	-	$ -	12	$ 1,980	32	$ 6,180	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	32	$ 6,180
3	Research Zoning Codes from Other Cities	1	$ 299	4	$ 1,040	8	$ 1,720	8	$ 1,440	-	$ -	12	$ 1,980	33	$ 6,479	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	33	$ 6,479
4	Evaluation of the General Plan	-	$ -	6	$ 1,560	16	$ 3,440	24	$ 4,320	-	$ -	32	$ 5,280	78	$ 14,600	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	78	$ 14,600
5	Evaluation of other Specific Plans and Guidelines	-	$ -	6	$ 1,560	8	$ 1,720	12	$ 2,160	2	$ 360	24	$ 3,960	52	$ 9,760	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	52	$ 9,760
6	Legal Consistency	1	$ 299	6	$ 1,560	16	$ 3,440	20	$ 3,600	-	$ -	12	$ 1,980	55	$ 10,879	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	55	$ 10,879
7	Assessment and Recommendations Memo	2	$ 598	8	$ 2,080	12	$ 2,580	8	$ 1,440	2	$ 360	24	$ 3,960	56	$ 11,018	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	56	$ 11,018
8	Staff Review Meeting	-	$ -	2	$ 520	4	$ 860	8	$ 1,440	-	$ -	8	$ 1,320	22	$ 4,140	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	22	$ 4,140
	SUBTOTAL - TASK B	4	$ 1,196	38	$ 9,880	76	$ 15,480	96	$ 17,280	4	$ 720	140	$ 23,100	358	$ 68,516	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	358	$ 68,516
TASK C	**Environmental Review**																												
1	CEQA Kick Off	-	$ -	1	$ 260	4	$ 860	-	$ -	-	$ -	2	$ 330	7	$ 1,450	2	$ 600	2	$ 470	2	$ 400	2	$ 330	-	$ -	8	$ 1,800	15	$ 3,250
2	Review of Existing Documents	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	8	$ 1,600	20	$ 3,300	-	$ -	28	$ 4,900	28	$ 4,900
3	Administrative Draft Addendum	-	$ -	1	$ 260	4	$ 860	-	$ -	-	$ -	4	$ 660	9	$ 1,780	8	$ 2,400	-	$ -	24	$ 4,800	96	$ 15,840	8	$ 1,200	136	$ 24,240	145	$ 26,020
4	Revised Administrative Draft Addendum	-	$ -	1	$ 260	2	$ 430	-	$ -	-	$ -	2	$ 330	5	$ 1,020	4	$ 1,200	-	$ -	8	$ 1,600	32	$ 5,280	4	$ 600	48	$ 8,680	53	$ 9,700
5	Screencheck Draft Addendun	-	$ -	-	$ -	2	$ 430	-	$ -	-	$ -	1	$ 165	3	$ 595	2	$ 598	-	$ -	8	$ 1,720	8	$ 1,440	2	$ 360	20	$ 4,118	23	$ 4,713
6	Final Draft Addendum	-	$ -	-	$ -	1	$ 215	-	$ -	-	$ -	1	$ 165	2	$ 380	1	$ 299	-	$ -	2	$ 430	2	$ 360	1	$ 180	6	$ 1,269	8	$ 1,649
7	Notice of Determination	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	2	$ 430	8	$ 1,440	2	$ 360	12	$ 2,230	12	$ 2,230
8	CEQA Project Management	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	6	$ 1,290	24	$ 4,320	-	$ -	30	$ 5,610	30	$ 5,610
	SUBTOTAL - TASK C	-	$ -	3	$ 780	13	$ 2,795	-	$ -	-	$ -	10	$ 1,650	26	$ 5,225	17	$ 5,097	2	$ 470	60	$ 12,270	192	$ 32,310	17	$ 2,700	288	$ 52,847	314	$ 58,072
TASK D	**Coordination with Concurrent Specific Plan Project**																												
1	Coordination with Concurrent Specific Plan Project	2	$ 598	8	$ 2,080	12	$ 2,580	8	$ 1,440	-	$ -	4	$ 660	34	$ 7,358	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	34	$ 7,358
	SUBTOTAL - TASK D	2	$ 598	8	$ 2,080	12	$ 2,580	8	$ 1,440	-	$ -	4	$ 660	34	$ 7,358	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	34	$ 7,358
TASK E	**Recommendations**																												
1	Table of Contents and Style Guide	-	$ -	8	$ 2,080	16	$ 3,440	8	$ 1,440	-	$ -	40	$ 6,600	72	$ 13,560	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	72	$ 13,560
2	Administrative Draft Zoning Code	8	$ 2,392	100	$ 26,000	100	$ 21,500	140	$ 25,200	-	$ -	320	$ 52,800	668	$ 127,892	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	668	$ 127,892
3	Administrative Draft Review Meetings (3)	3	$ 897	3	$ 780	3	$ 645	3	$ 540	-	$ -	3	$ 495	15	$ 3,357	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	15	$ 3,357
4	Public Review Draft Zoning Code	2	$ 598	32	$ 8,320	48	$ 10,320	60	$ 10,800	-	$ -	120	$ 19,800	262	$ 49,838	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	262	$ 49,838
5	General Plan Amendments	-	$ -	8	$ 2,080	16	$ 3,440	16	$ 2,880	-	$ -	20	$ 3,300	60	$ 11,700	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	60	$ 11,700
6	List of Implementation Measures	-	$ -	2	$ 520	6	$ 1,290	8	$ 1,440	-	$ -	10	$ 1,650	26	$ 4,900	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	26	$ 4,900
7	Public Hearings (2) and Final Documents	2	$ 598	40	$ 10,400	40	$ 8,600	64	$ 11,520	-	$ -	100	$ 16,500	246	$ 47,618	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	246	$ 47,618
8	Staff Training and How to Use the Code	-	$ -	8	$ 2,080	12	$ 2,580	8	$ 1,440	-	$ -	16	$ 2,640	44	$ 8,740	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	44	$ 8,740
	SUBTOTAL - TASK E	15	$ 4,485	201	$ 52,260	241	$ 51,815	307	$ 55,260	-	$ -	629	$ 103,785	1,393	$ 267,605	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	1,393	$ 267,605
TASK F	**Deliverables**																												
1	Financial Reporting	4	$ 1,196	4	$ 1,040	24	$ 5,160	-	$ -	-	$ -	-	$ -	32	$ 7,396	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	32	$ 7,396
	SUBTOTAL - TASK F	4	$ 1,196	4	$ 1,040	24	$ 5,160	-	$ -	-	$ -	-	$ -	32	$ 7,396	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	32	$ 7,396
	Project Total	**29**	**$ 8,671**	**414**	**$107,640**	**634**	**$136,310**	**559**	**$100,620**	**8**	**$ 1,440**	**1,159**	**$191,235**	**2,803**	**$545,916**	**17**	**$5,097**	**2**	**$ 470**	**60**	**$12,270**	**192**	**$32,310**	**17**	**$2,700**	**288**	**$52,847**	**3,091**	**$598,763**
Optional Tasks																													
	Stakeholder Interviews	10	$ 2,990	12	$ 3,120	16	$ 3,440	16	$ 2,880	-	$ -	24	$ 3,960	78	$ 16,390	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	78	$ 16,390
	Online Feedback Form	4	$ 1,196	12	$ 3,120	32	$ 6,880	16	$ 2,880	20	$ 3,600	40	$ 6,600	124	$ 24,276	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	124	$ 24,276
	Review of Parking Requirements	-	$ -	2	$ 520	8	$ 1,720	8	$ 1,440	-		8	$ 1,320	26	$ 5,000	4	$ 1,200	16	$ 3,760	34	$ 6,800	40	$ 6,600	-	$ -	94	$ 18,360	120	$ 23,360
	Zoning Map/GIS	2	$ 598	12	$ 3,120	24	$ 5,160	24	$ 4,320	80	$ 14,400	12	$ 1,980	154	$ 29,578	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	154	$ 29,578
	Application Forms and Handouts	2	$ 598	12	$ 3,120	20	$ 4,300	40	$ 7,200	-	$ -	80	$ 13,200	154	$ 28,418	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	154	$ 28,418

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RFP 25-8
Comprehensive Zoning Code Update
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Rancho Cucamonga
Entity Address 10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Name of Contact Matthew Burris, AICP
Telephone Number of Contact (909) 474-7201
Email of Contact Matt.Burris@cityofrc.us
Project Title Comprehensive Development Code Update and Objective Design Standards
Date of Project December 2019 - April 2022

Entity Name City of Beaumont
Entity Address 550 E. 6th St, Beaumont, CA 92223
Name of Contact Carole Kendrick
Telephone Number of Contact (951) 572-3237
Email of Contact CKendrick@beaumontca.gov
Project Title Comprehensive Zoning Code and Zoning Map Update
Date of Project November 2023 – July 2025

Entity Name City of Milpitas
Entity Address 455 E. Calaveras Blvd, Milpitas, CA 95035
Name of Contact Holly Pearson, AICP
Telephone Number of Contact (408) 609-0072
Email of Contact hpearson@milpitas.gov
Project Title Comprehensive Zoning Ordinance and Zoning Map Update
Date of Project February 2023 – July 2025

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Project Team Resumes

LISA WISE, AICP

President, CEO

As a certified planner, Lisa has over 30 years of experience in code audits and updates, specific plans, housing policy, financial feasibility analysis, and the economic assessment of land use. Lisa is considered a national expert on code reform and is a part time lecturer at California Polytechnic State University in San Luis Obispo, where she leads classes on real estate finance and housing.

Lisa has been directly responsible for a variety of projects that assess land use regulation, develop strategies for code updates, and support more vibrant and resilient communities. These include 80 code audits and updates, 35 economic engagements, 23 specific plans and corridor plans, 40 housing element updates, and inclusionary and employee housing programs. Her work also includes Project Manager of the Code Framework and Code Update in Riyadh (pop. 7 million) as well as a Code Assessment and Comprehensive Code and Map Update in Columbus, OH (pop. 920,000).

Lisa holds a Master's Degree in Accountancy from the University of De Paul in Chicago and a Master's in City and Regional Planning from California Polytechnic in San Luis Obispo, CA, where she is adjunct staff and lectures on Real Estate Finance and Housing.

Relevant Project Experience:

- Alameda County, CA | Ashland Cherryland Business District Specific Plan Update and Form-Based Code
- Austin, TX | Land Development Code Update
- Benicia, CA | Mixed-Use Master Plan and Form-Based Code
- Columbus, OH | Zoning Code Assessment and Update Strategy
- Columbus, OH | Zoning Code and Map Update
- Flagstaff, AZ | Zoning Ordinance Update
- Hayward, CA | Downtown Specific Plan and Form-Based Code
- Henderson, NV | Land Use and Development Code Audit and Update
- Las Vegas, NV | Downtown Form-Based Code
- Livermore, CA | Development Code Update
- Lompoc, CA | Zoning Code Update
- Malibu, CA | Zoning Code and Local Implementation Plan Update
- Mesa, AZ | Form-Based Code and Regulating Plan
- NEOM, Saudi Arabia | Form Based Code Framework
- Oklahoma City, OK | Code Audit and Update Strategy
- Petaluma, CA | SMART Rail Station Areas: TOD Master Plan
- Richmond, CA | Livable Corridors Plan and Form-Based Code
- Riyadh, Saudi Arabia | Strategic Zoning Framework, Form-Based Code Strategy, and Zoning Code Update
- Soledad, CA | Downtown Specific Plan, Vision, and Form-Based Code
- Tehachapi, CA | Zoning Code Update, Housing Element 4th/5th Cycle
- Vacaville, CA | Land Use and Development Code Audit and Update
- Woodland, CA | Comprehensive Zoning Code Update



PAST WORK EXPERIENCE

California Polytechnic State University
Adjunct Faculty | San Luis Obispo, CA | 2002 - Present

Crawford, Multari & Clark Associates
Professional Consultant | San Luis Obispo, CA
2001 – 2006

Governor's Office of Planning & Research (OPR)
Intern | Sacramento, CA | 1999 – 2000

PricewaterhouseCoopers, LLP
Financial Services Manager | New York, NY
1990 – 1999

EDUCATION

California Polytechnic State University
M. of City & Regional Planning | San Luis Obispo, CA

DePaul University
M.S., Accountancy | Chicago, IL

University of Cincinnati
B.S., Business Administration in Marketing & Finance

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
American Institute of Certified Planners (AICP)

California Planning Foundation
Treasurer, 2019 – Present

Dean's Leadership Council
California Polytechnic State University, College of Architecture & Environmental Design, 2018 – Present

Congress for the New Urbanism (CNU)
Paul Crawford Award for Excellence in Planning, 2017

Form-Based Code Institute (FBCI)
Chair, 2015 – 2018 | Treasurer, 2014 – 2015

Certified Public Accountant, 1991 – 1999

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JENNIFER MURILLO, AICP

Director

Jennifer has over 19 years of experience on development code and zoning ordinance updates, specific plans, master plans, housing regulation, short-term rental ordinances, and implementation strategies. Jennifer has consistently led increasingly complex code projects, including code audits and updates in Lompoc, CA, Park City, UT, and Westerville, OH.

Jennifer's strengths are working with communities to establish a vision, crafting and refining a code that implements the vision, and testing for unintended outcomes and financial feasibility to ensure the code accounts for market realities and local context. Jennifer also has strong public engagement skills and experience grounded in maintaining open lines of communication, raising public awareness, and building relationships aimed at feasible implementation strategies.

She holds a Master of Business Administration from Indiana University and Bachelor of Arts degrees in Environmental Studies and Geography from University of California, Santa Barbara.

Relevant Project Experience:

- Alameda County, CA, 6th Cycle Housing Element Update
- Beaumont, CA, 6th Cycle Housing Element Update, Objective Design Standards, and ADU Ordinance
- Beaumont, CA, Zoning Code Update
- Long Beach, CA, Short Term Rental Housing Program and Regulations
- Lompoc, CA, Zoning Code Update
- Mammoth Lakes, CA, Conceptual Land Use Plan, The Parcel
- Mammoth Lakes, CA, North Village Specific Plan Amendment
- Mammoth Lakes CA, Main Lodge Specific Plan
- Mammoth Lakes, CA, Zoning Code Update
- Marin County, CA, Code Amendments
- Marin County, CA, Objective Design Standards
- Milpitas, CA, Comprehensive Zoning Ordinance Update
- Moraga, CA, Downtown Specific Plan Implementation
- Morgan Hill, CA, Monterey Corridor Form-Based Code
- Park City, UT, Land Management Code Amendments
- Paso Robles, CA, Beechwood Specific Plan
- Pismo Beach, CA, Zoning Code and Coastal Implementation Plan Update
- Pleasanton, CA, 6th Cycle Housing Element Update
- Rancho Cucamonga, CA, Pro Forma Development and TDR Strategy for the Etiwanda Heights Neighborhood and Conservation Plan
- Richmond CA, 6th Cycle Housing Element Update, Housing Equity Roadmap
- San Gabriel CA, 6th Cycle Housing Element Update, Density Bonus Program, Inclusionary Housing Ordinance and ADU Guidebook
- San Pablo, CA, Priority Development Area Implementation Plan
- Santa Maria CA, 6th Cycle Housing Element Update and Market Analysis
- Santa Maria CA, HUD, Voluntary Compliance Memo
- Tehachapi, CA, Oak Tree Village Specific Plan
- Westerville, OH, Zoning Code Update



PAST WORK EXPERIENCE

Town of Mammoth Lakes, CA
Senior Planner
March 2014 - August 2015

Town of Mammoth Lakes, CA
Associate Planner
December 2007 - February 2014

Town of Mammoth Lakes, CA
Assistant Planner
June 2006 - November 2007

EDUCATION

Indiana University
Bloomington, IN, Master of Business Administration

University of California, Santa Barbara
B.A., Environmental Studies
B.A., Geography

CERTIFICATIONS & MEMBERSHIPS

American Institute of Certified Planners
2015 - Present

American Planning Association
2013 - Present

Association of Environmental Professionals
2013 - Present

Adjunct Lecturer – California Polytechnic State University, San Luis Obispo
College of Architecture and Environmental Design

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STEFANO RICHICHI

Senior Associate

Stefano has over nine years of zoning code, comprehensive plan, affordable housing, and community development experience. He supports the LWC team in comprehensive code review, assessment and strategies to ensure more user-friendly, streamlined, modern development regulations that implement the community's vision, and simplify the entitlement process. He also ensures that zoning codes are compliant with State and federal law, lead to more predictable development outcomes, and support harmonious transitions between the public and private realm.

Stefano has held increasingly responsible roles on comprehensive zoning code updates in Palmdale CA, Milpitas CA, Riyadh, Saudi Arabia, and Las Vegas NV. He has also overseen the implementation of rezoning programs, accessory dwelling unit ordinances, and other housing policies and programs aimed at accelerating housing production, and providing attractive, affordable housing across a range of incomes.

Stefano has a Bachelor of Arts in Economics and Philosophy from Azusa Pacific University in Azusa, CA and has recently completed the Smart Growth America/ Form-Based Code Institute's three-course curriculum on form-based codes.

Relevant Project Experience:

- Alameda County, CA | 6th Cycle Housing Element Update
- Alameda County, CA | Castro Valley Business District Specific Plan
- Beaumont, CA | 6th Cycle Housing Element Update, Objective Design Standards, ADU Ordinance
- Beaumont, CA | Comprehensive Zoning Code Update
- Coachella, CA | 6th Cycle Housing Element Update
- Columbus, OH | Zoning Code Assessment and Update Strategy
- Las Vegas, NV | Downtown Form-Based Code
- Lassen County, CA | Comprehensive Economic Development Strategy
- Lassen County, CA | Housing Element Update
- Lassen County, CA | Noise Element Update
- Los Altos, CA | 6th Cycle Housing Element Update
- Mammoth Lakes, CA | Mammoth Main Base Redevelopment Project
- Milpitas, CA | Comprehensive Zoning Code Update
- Novato, CA | 6th Cycle Housing Element Update
- Palmdale, CA | Zoning Code Update
- Piedmont, CA | 6th Cycle Housing Element Update
- Pleasanton, CA | 6th Cycle Housing Element Update
- Richmond, CA | 6th Cycle Housing Element Update
- Riyadh, Kingdom of Saudi Arabia | Riyadh Urban Code Update
- San Gabriel, CA | 6th Cycle Housing Element Update
- Santa Maria, CA | 6th Cycle Housing Element Update
- Seal Beach, CA | 6th Cycle Housing Element Update
- Tehachapi, CA | 6th Cycle Housing Element Update
- Temple City, CA | 6th Cycle Housing Element Update



PAST WORK EXPERIENCE

Lassen County, CA
Senior Planner | January 2020 – August 2021
Associate Planner | April 2017 – January 2020
Assistant Planner | May 2015 – April 2017

City of Monterey Park, CA
Economic Development Intern
November 2014 – April 2015

EDUCATION

Azusa Pacific University
B.A., Economics (Concentration in Business)
B.A., Philosophy

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
Member, 2021 – Present

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ETHAN STAN, AICP

Lead Associate

Ethan brings over four years of focused experience in zoning updates, and code audits. His work is marked by strong analytical, organizational, and technical writing skills and attention to detail. As a Lead Associate, he focuses on historical and existing conditions research, supporting community engagement efforts, assessing current zoning regulations relative to planning goals, and working with LWC Project Managers to produce, draft, and refine final material. He also supports the LWC team through strong proficiency with InDesign, Illustrator, SketchUp, ArcGIS, and managing large databases in Excel.

Ethan has contributed to increasingly complex engagements, including the Pismo Beach Zoning Code and Local Coastal Plan Update, Columbus Zoning Code and Map Update, Indio Zoning Code Update, and Las Vegas Downtown Form-Based Code.

Ethan graduated with a Master of City & Regional Planning from California Polytechnic State University in San Luis Obispo. He also holds a B.S. in Conservation & Resources Studies from UC Berkeley.

RELEVANT PROJECT EXPERIENCE:

- Alameda County, CA | 6th Cycle Housing Element Update
- Beaumont, CA | 6th Cycle Housing Element Update, Objective Design Standards, and ADU Ordinance
- Coachella, CA | 6th Cycle Housing Element Update
- Columbus, OH | Zoning Code Assessment and Update Strategy
- Columbus, OH | Zoning Code and Map Update
- Henderson, NV | Development Code Update
- Indio, CA | Zoning Code Update
- Kingman, AZ | Zoning Ordinance Update
- La Quinta, CA | Highway 111 Form-Based Code
- Las Vegas, NV | Downtown Form-Based Code
- Los Altos, CA | 6th Cycle Housing Element Update
- Modesto, CA | Comprehensive Housing Plan, Code Analysis, and Pro-Housing Policy Recommendations
- Morgan Hill, CA | Monterey Corridor Form-Based Code
- Novato, CA | 6th Cycle Housing Element Update
- Park City, UT | Land Management Code Amendments
- Piedmont, CA | 6th Cycle Housing Element Update
- Pismo Beach, CA | Zoning Code/Local Coastal Plan Update
- Pleasanton, CA | 6th Cycle Housing Element Update
- Richmond, CA | 6th Cycle Housing Element Update
- San Gabriel, CA | 6th Cycle Housing Element Update
- Santa Maria, CA | 6th Cycle Housing Element Update
- Santa Maria CA | HUD Voluntary Compliance Memo
- Tehachapi, CA | 6th Cycle Housing Element Update



PAST WORK EXPERIENCE

California Polytechnic State University
Research Assistant | San Luis Obispo, CA
November 2019 – April 2020

Science Discovery
Environmental Educator | San Luis Obispo, CA
March 2019 – October 2019

Export Japan
Writer, Historic Interpretation | Chūō City, Tokyo
October 2018 – January 2019;
July 2019 – November 2019

EDUCATION

California Polytechnic State University
M. of City & Regional Planning | San Luis Obispo, CA

University of California, Berkeley
B.S., Conservation & Resource Studies
Minor in Geographic Information Systems (GIS)

CERTIFICATIONS & MEMBERSHIPS

American Institute of Certified Planners (AICP)
2022 – Present

American Planning Association, California Chapter
Young & Emerging Planners Officer, Central Coast Section | 2019 – 2022
Cal Poly, SLO Graduate Student Representative, Central Coast Section | 2020 – 2021

California Polytechnic State University
Service Award & Academic Excellence Award, Department of City & Regional Planning | 2022

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ABBY WEIZER

Associate

Abby brings over three years of experience in zoning code updates, zoning code diagnosis, and industrial zone analysis and updates, with a focus on resilience, equity, and community design. She supports the LWC team in the research and drafting of existing conditions reports, updating and modernizing zoning codes, as well as the review of zoning codes for consistency and regulatory compliance. She has developed an expertise on AB 98, State requirmnets on standards relating to warehouse design and location, parking, truck loading bays, landscape buffers, entry gates, and singage.

Abby has an intuitive eye for graphics and design. She is adept at portraying attractive block- and building-level illustrations that reflect a community's vision and the range of development allowed under a code, with a proficiency in Adobe InDesign, Adobe Photoshop, Adobe Illustrator, and SketchUp.

Abby holds a Bachelor of Science degree in City & Regional Planning with minors in Architecture and Real Property Development from California Polytechnic State University, San Luis Obispo.

Relevant Project Experience:

- Beaumont, CA | 6th Cycle Housing Element Update
- Beaumont, CA | Zoning Code Update
- Columbus, OH | Zoning Code Update
- Fresno, CA | Housing Element Implementation
- Khaybar, Saudi Arabia | Khaybar Master Plan & Economic Analysis
- Lompoc, CA | Housing Market Analysis
- Long Beach, CA | ADU and SB 9 Ordinances
- Los Altos, CA | 6th Cycle Housing Element Update
- Mammoth Lakes, CA | Main Base Specific Plan
- Milpitas, CA | Comprehensive Zoning Ordinance Update
- Morgan Hill, CA | Monterey Corridor Form-Based Code
- Napa, CA | Comprehensive Zoning Code Update
- Piedmont, CA | 6th Cycle Housing Element Update
- Pleasanton, CA | 6th Cycle Housing Element Update
- Richmond, CA | 6th Cycle Housing Element Update
- Riyadh, Saudi Arabia | Urban Code Update
- San Gabriel, CA | 6th Cycle Housing Element Update
- Saratoga, CA | Objective Design Standards
- Seal Beach, CA | Zoning Code Update
- Seal Beach, CA | 6th Cycle Housing Element Update
- Solano County | Highway Interchange & Economic Development Study
- Sonoma, CA | Sign Code Update
- Woodland, CA | Zoning Code Update
- Western Riverside Council of Governments, AB 98 Implementation Support



PAST WORK EXPERIENCE

California Polytechnic State University
Teacher's Assistant | San Luis Obispo, CA
January 2022 – March 2022

Mintier Harnish
Professional Intern | Sacramento, CA
June 2021 – September 2021

California Polytechnic State University
Research Assistant | San Luis Obispo, CA
March 2021 – June 2021

EDUCATION

California Polytechnic State University, SLO
B.S., City & Regional Planning
Minor in Architecture
Minor in Real Property Development

MEMBERSHIPS & AWARDS

American Planning Association (APA)
Member, 2019 – Present

Emerging New Urbanists
Member, 2023 – Present

M-Group Cal Poly Scholars Fund Award
Cal Poly Scholars Program, 2019 - 2023

Outstanding Student Award for Transportation
2023

Cal Poly Real Estate Competition
2nd Prize, 2022

Associated Students in Planning (ASP)
Member, 2019 – 2023

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Terrance Smalls

Environmental Principal Planner

REPRESENTATIVE PROJECTS

MH/60 REALIGNMENT ENVIRONMENTAL ASSESSMENT,
Naval Base Coronado, San Diego County

P742 BACHELORS ENLISTED QUARTERS,
Naval Base Coronado, San Diego County

P880 MH60 HANGAR PROJECT,
Naval Base Coronado, San Diego County

ACTIVITY OVERVIEW PLAN P750 VADM,
Naval Base Coronado, San Diego County

MARTIN FITNESS CENTER PROJECT P909 MH60 SIMULATOR FACILITY,
San Diego County

MOJAVE MICRO MILL PROJECT EIR,
Kern County

PELICANS JAW SOLAR PROJECT EIR,
Kern County

GEM HILL QUARRY PROJECT EIR,
Kern County

RECOLOGY BLOSSOM VALLEY ORGANICS PROJECT EIR,
Kern County

EDWARDS AIR FORCE BASE SOLAR PROJECT EIR/EIS,
Kern County

WESTSIDE INDUSTRIAL PROJECT EIR,
Kern County

HIGHWAY 46 WAREHOUSE PROJECT EIR,
Kern County

H.M. HOLLOWAY LANDFILL EIR,
Kern County

BORON COMMERCIAL DEVELOPMENT PROJECT EIR,
Kern County

PROFILE

Terrance Smalls is a seasoned city and urban planning professional with over a decade of experience dedicated to enhancing communities through strategic planning and resource management. With a background in urban planning and extensive experience in environmental assessment and policy formulation, Terrance has been instrumental in guiding large-scale projects towards compliance with regulatory standards while minimizing ecological impact.

He possesses extensive experience in preparing CEQA and NEPA documents, while also overseeing project documentation, implementation and compliance for projects. His strategic vision and collaborative approach have led to the successful implementation of innovative environmental planning strategies, ensuring that development initiatives strike a harmonious balance between economic growth and environmental conservation.

Terrance spent nearly a decade working for the United States Navy's Naval Facilities Engineering Command (NAVFAC), where he honed his skills in community planning, environmental compliance, and project management.. As a Community Planner, Terrance played a pivotal role in coordinating engineering projects and supporting over 140 tenant commands across multiple sprawling naval installations, both stateside and abroad. His contributions were instrumental in the successful execution of multi-million-dollar construction projects and the development of comprehensive plans to optimize infrastructure utilization.

Terrance's dedication to excellence was recognized with prestigious awards, including the NAVFAC Excellence Award, underscoring his commitment to delivering innovative solutions and fostering collaboration across diverse stakeholders.

EDUCATION PROFILE

Master of City Planning
Completed coursework in Urban Design, Public Administration and Finance, Statistical Analysis, and Historic Preservation,
San Diego State University

Bachelor of Arts, Political Science
Specialized in International Relations and Public Policy
University of California

TENURE

Environmental Principal Planner, EPD Solutions, Inc., 2024-present
Supervising Planner, Kern County, 2017-2024
Community Planner, Naval Facilities Engineering Command, 2007-2016

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Konstanza Dobreva, JD

Vice President of Environmental Planning

REPRESENTATIVE PROJECTS

SEC BLOOMFIELD AND TELEGRAPH INDSTRIAL PROJECT CEQA COMPLIANCE AND DESIGN SERVICES,
City of Santa Fe Springs

ROMMANDEL INDUSTRIAL PROJECT,
City of Santa Fe Springs

FLORENCE AVENUE TOWNHOMES PROJECT,
City of Santa Fe Springs

11729 IMPERIAL HIGHWAY PROJECT,
City of Norwalk

TRANSIT VILLAGES SPECIFIC PLAN EIR AND TECHNICAL STUDIES,
City of Redlands

WOODLAND HILLS COUNTRY CLUB COMMERCIAL PROJECT,
Los Angeles County

WEST COAST BASIN BARRIER PROJECT, UNIT 13,
County of Los Angeles Department of Public Works

4TH STREET INDUSTRIAL PROJECT,
City of Irwindale

4200 WEST VALLEY INDUSTRIAL PROJECT CEQA SERVICES,
City of Pomona

DON JULIAN ROAD INDUSTRIAL PROJECT,
City of Industry

NORCO HOUSING ELEMENT UPDATE,
City of Norco

TUSTIN HOUSING ELEMENT UPDATE,
City of Tustin

PROFILE

Konnie's more than 25 years of public and private sector planning and legal experience have made her an expert in entitlements, environmental and policy planning, a keen analyst and an effective writer of environmental documents. She has managed and prepared environmental documents for a diverse range of projects and clients: small-scale residential and large planned communities, commercial office, industrial, mixed-use, and schools. In law school, Konnie specialized in alternative dispute resolution. She clerked for two private law firms and the Thousand Oaks City Attorney's Office. She was also a full-time extern for the Honorable Warren J. Ferguson, 9th Circuit Court of Appeals. Konnie has been a planner with the City of Lake Forest and a planning consultant for the cities of Irvine, Anaheim, and Rancho Santa Margarita. Her duties included project management, evaluating development proposals, presenting staff reports and resolutions before the Zoning Administrator and Planning Commission, evaluating grading and building plans, and environmental review and documentation. Konnie's diverse planning and legal experience provides her with a unique understanding of planning and zoning law, and the California Environmental Quality Act (CEQA). She is a frequent lecturer on CEQA for the Association of Environmental Professionals (AEP) Advanced CEQA Workshop and CEQA Basics Workshop, which provides training to many of the area developers, agency planners and attorneys.

EDUCATION PROFILE

Juris Doctor
Pepperdine University School of Law

Bachelor of Arts, cum laude, Environmental Analysis & Design, Minor in Urban & Regional Planning
University of California, Irvine

Certificate in Alternative Dispute Resolution
Straus Institute

PROFESSIONAL AFFILIATIONS

Board of Directors, Orange County Association of Environmental Professionals (AEP)
Co-chair, AEP Professionals State Conference (2005 and 2014)

TENURE

VP of Environmental Planning, EPD Solutions, Inc., 2020-present
Director of Environmental Planning, EPD Solutions, Inc., 2014-2020
Senior Planner, PlaceWorks, 2004-2014
Planning Consultant, Cities of Irvine, Anaheim, Rancho Santa Margarita
Planner, City of Lake Forest

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Meghan Macias, TE

Director of Technical Services

REPRESENTATIVE PROJECTS

CUSHMAN WALKEFIELD VMT ANALYSIS,
City of Santa Fe Springs

SEATON AND CAJALCO INDUSTRIAL PROJECT PARKING ANALYSIS,
County of Riverside

BAKER LAKE ELSINORE WAREHOUSE PARKING ANALYSIS,
City of Lake Elsinore

STANTON BADMINTON FACILITY PARKING ANALYSIS,
City of Stanton

ORCO STANTON MIXED-USE PROJECT PARKING ANALYSIS,
City of Stanton

11729 IMPERIAL HIGHWAY INDUSTRIAL PROJECT,
City of Norwalk

GLEN HELEN PARKWAY TRAILER PARKING PROJECT,
County of San Bernardino

MISSION DR. RESIDENTIAL TRIP GENERATION, VMT SCREENING, CONCEPTUAL STRIPING PLAN,
City of Rosemead

TRANSIT VILLAGES SPECIFIC PLAN TRAFFIC AND VMT ANALYSIS,
City of Redlands

DEVELOPMENT OF VMT-BASED SCREENING THRESHOLDS,
City of Redlands

FOOD EXPRESS, INC. OFFICE & TRUCK TRAILER REPAIR PROJECT,
County of San Bernardino

PROFILE

Meghan's primary responsibilities include preparation of technical analyses, of varied projects throughout California including land development, infrastructure, active transportation, and Master/Specific/General Plans. Meghan has a proven track record of managing complicated and controversial projects to achieve defensible and implementable solutions to technical issues. Her expertise in traffic engineering and operations analysis methodologies is complemented by her knowledge of the California Environmental Quality Act (CEQA).

TRANSPORTATION PLANNING EXPERTISE

Meghan has over 20 years of experience in the transportation planning field and has worked on hundreds of projects throughout California. She has a deep understanding of the regulations and methodologies used by local and regional agencies including application of local traffic study guidelines, CMP, CEQA requirements, Mitigation Fee Act, SB 743, and the implementation of VMT analyses. Meghan uses her experience to provide strategic transportation planning services to public- and private- sector clients. Her work is focused on providing implementable solutions that satisfy various stakeholders including developers, local agencies, and affected citizens.

EDUCATION PROFILE

Master of Urban and Regional Planning
University of California, Irvine

Bachelor of Arts in Geography
California State University, Fullerton

PROFESSIONAL AFFILIATIONS

Orange County Association of Environmental Professionals, Treasurer
Institute of Transportation Engineers (ITE)
Member of San Diego Section SB743 Subcommittee Orange County Traffic Engineering Council (OCTEC)

CERTIFICATION

California Traffic Engineer 2697

TENURE

Director of Technical Services, EPD Solutions, Inc., 2017-present
Transportation Planning Manager, Transpo Group, 2014-2017
Principal, LSA Associates, 1999-2014

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Abby Pal

Senior Transportation Planner

REPRESENTATIVE PROJECTS

FREEMAN AND TELEGRAPH INDUSTRIAL PROJECT CEQA COMPLIANCE AND DESIGN SERVICES,
City of Santa Fe Springs

BLOOMFIELD AND TELEGRAPH INDUSTRIAL PROJECT CEQA COMPLIANCE AND DESIGN SERVICES,
City of Santa Fe Springs

TELEGRAPH AND SANTA FE SPRINGS ROAD WAREHOUSE PROJECT CEQA COMPLIANCE, DESIGN SERVICES, AND ENTITLEMENT MANAGEMENT,
City of Santa Fe Springs

WOODLAND HILLS COUNTRY CLUB PROJECT TRAFFIC AND TRANSPORTATION SERVICES,
County of Los Angeles

VIA ORO INDUSTRIAL PRPOJECT CEQA AND TECHNICAL SERVICES,
City of Long Beach

CITRUS CROSSRADS MIXED-USE PROJECT CEQA AND TECHNICAL SERVICES,
City of Fontana

14970 JURUPA INDUSTRIAL PROJECT CEQA AND TECHNICAL SERVICES,
City of Fontana

TRAFFIC AND TRANSPORTATION SERVICES, ODFL TRUCK TERMINAL FACILITY,
County of San Bernardino

SOCCCD ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP),
City of Tustin

PROFILE

Abby is a transportation planner with over seven years of experience preparing and reviewing analyses and planning documents related to transportation safety, vehicle miles traveled, and traffic impact assessments (TIA). Her broad range of experience includes collision analysis, transportation safety infrastructure, signing and striping plans, traffic estimation and impact assessment for proposed developments, traffic calming, and transit-oriented development. Abby works on a variety of projects including residential, industrial, commercial, institutional, solar utility, mixed-use development, and specific plans. With her experience in transportation design, Abby peer reviews TIA reports, and she routinely provides civil engineering teams with guidance on site circulation and traffic design to keep projects on schedule, avoiding major future design setbacks. Guiding her team through the successful completion and timely delivery of projects, Abby maintains project schedules, oversees budgets, and coordinates with city staff, subconsultants, and stakeholders. Her experience includes expeditiously working with multinational companies and non-profit organizations in the fields of urban design, campus sustainability, and community outreach. With her creative approach to problem solving and strategic thinking, Abby Pal continues to make valuable contributions to the field of planning and to the success of EPD and its clients.

EDUCATION PROFILE

Master's in Urban Design
Carnegie Mellon University, Pittsburgh

Bachelor of Arts in Architecture
Pune University, Pune, India

PROFESSIONAL AFFILIATIONS

Institute of Transportation, Engineers (ITE), Member
Orange County Traffic Engineering Council, Member

TENURE

Senior Transportation Planner, EPD Solutions, Inc., 2023-present
Transportation Planner, EPD Solutions, Inc., 2020-2023
Assistant Transportation Planner, TJKM, 2018-2020
Urban Design and Transportation Planning Volunteer,
Squirrel Hill Urban Coalition, 2017-2018

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Meaghan Truman

Associate Environmental Planner

REPRESENTATIVE PROJECTS

NEC FREEMAN AND TELEGRAPH INDUSTRIAL PROJECT CEQA COMPLIANCE AND DESIGN SERVICES,
City of Santa Fe Springs

14830 CARMENITA INDUSTRIAL PROJECT,
City of Norwalk

SEATON AND CAJALCO INDUSTRIAL PROJECT PARKING ANALYSIS,
County of Riverside

BAKER LAKE ELSINORE WAREHOUSE PARKING ANALYSIS,
City of Lake Elsinore

STANTON BADMINTON FACILITY PARKING ANALYSIS,
City of Stanton

ORCO STANTON MIXED-USE PROJECT PARKING ANALYSIS,
City of Stanton

15th STREET INDUSTRIAL PROJECT CEQA SERVICES,
County of Los Angeles

GRISWOLD RESIDENTIAL PROJECT EIR CEQA SERVICES,
County of Los Angeles

EL MONTE AND OAK RESIDENTIAL PROJECT CEQA SERVICES,
County of Los Angeles

FEDEX PARKING EXPANSION INDUSTRIAL PROJECT,
County of San Bernardino

TRANSIT VILLAGES SPECIFIC PLAN EIR,
City of Redlands

PROFILE

Meaghan has experience in environmental planning, entitlements, and policy planning, and she is an expert in CEQA compliance. She has worked on a wide variety of project types and environmental documents, including Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Exemptions, and Addenda for business centers, residential developments, mixed-use projects, and transit-oriented developments.

Meaghan has extensive experience providing environmental and planning services to support projects throughout the Inland Empire. Her recent experience includes preparing CEQA and NEPA documentation for large-scale projects in Fontana (14387 Valley Blvd and 16025 Slover Ave), Redlands (Transit Villages Specific Plan), and the County of San Bernardino (Bloomington Business Park).

Meaghan brings a unique perspective and skill set to the EPD team, having previously worked for the City of Manhattan Beach's Community Development Department. She has provided her technical expertise on a broad range of development and utility projects for both public and private sector clients.

EDUCATION PROFILE

Bachelor of Arts in Environmental Studies
Loyola Marymount University

PROFESSIONAL AFFILIATIONS

Board of Directors,
Orange County Association of Environmental Professionals

TENURE

Associate Environmental Planner III, EPD Solutions, Inc., 2023-Present
Associate Environmental Planner, EPD Solutions, Inc., 2022-2023
Assistant Environmental Planner, EPD Solutions, Inc., 2020-2022

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Organizational Chart

CITY OF SANTA FE SPRINGS

lisa wise consulting, inc.
planning | economics | implementation



Lisa Wise, AICP
President, CEO



Jennifer Murillo
Director/Project Manager



Stefano Richichi
Senior Associate



Ethan Stan, AICP
Lead Associate



Abby Weizer
Associate

E | P | D SOLUTIONS, INC



Terrance Smalls
Environmental Principal Planner



Konstanza Dobreva, JD
Vice President of Environmental Planning



Meghan Macias, TE
Director of Technical Services

E | P | D SOLUTIONS, INC

Abby Pal
Senior Transportation Planner



Meaghan Truman
Associate Environmental Planner

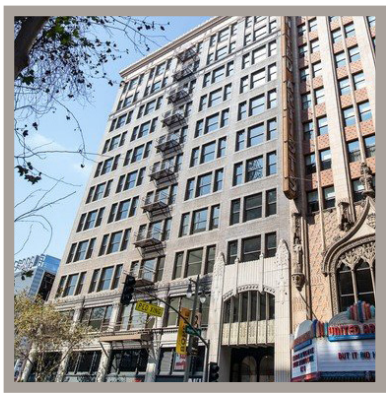
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SAN LUIS OBISPO



SAN FRANCISCO



LOS ANGELES

LWC

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EXHIBIT C

INSURANCE REQUIREMENTS

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

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease), 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 Work contemplated in this Agreement.

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

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

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the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

ITEM # 27

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **APPROVAL OF AN EXCLUSIVE NEGOTIATION AGREEMENT WITH INLAND KENWORTH INC. FOR THE DEVELOPMENT OF A MEDIUM AND HEAVY-DUTY TRUCK DEALERSHIP**

DATE: August 19, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve the Exclusive Negotiation Agreement (ENA) between the City of Santa Fe Springs and Inland Kenworth Inc., for the potential purchase and development of a medium- and heavy-duty truck dealership within the City limits;

2) Authorize the City Manager to execute the ENA in substantially the form presented, with such minor modifications as approved by the City Attorney; and

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

FISCAL IMPACT

The ENA requires Inland Kenworth to deposit $15,000 with the City upon execution. The deposit ensures the Developer will proceed diligently and in good faith during the negotiation period and serves as partial consideration for the City's exclusivity commitment. The deposit is refundable upon expiration or termination of the ENA, subject to the Developer's compliance with the Agreement. No General Fund appropriation is required at this time.

BACKGROUND

Inland Kenworth Inc. has expressed interest in purchasing City-owned property or another property wthin Santa Fe Springs for the development of a medium- and heavy-duty truck dealership ("Project"). The City and Developer wish to enter into an ENA to define a limited period for property identification and negotiation of a potential Development and Disposition Agreement (DDA) or similar binding agreement.

The ENA provides a 60-day negotiation period, during which the parties will collaborate to identify suitable property for the Project and negotiate mutually agreeable terms. The ENA also establishes regular 14-day "check-in" points, during which either party may terminate the agreement without breach.

ANALYSIS

The ENA serves several important functions:

- **Property Identification:** Allows the City and Developer to explore suitable City-owned property locations for the Project.
- **Exclusive Negotiations:** Commits both parties to negotiate only with each other regarding the Project for the duration of the Negotiation Period.
- **Defined Timeline:** Provides a structured 60-day term, with options for early termination at 14-day intervals and potential extension upon mutual agreement.
- **Financial Assurance:** Requires a $15,000 deposit from the Developer to ensure good faith negotiations and protect City interests.
- **Clear Remedies:** Limits remedies in the event of breach to the agreed liquidated damages amount ($15,000), avoiding costly disputes.

If negotiations are successful, staff will return to the City Council for consideration of a DDA or similar agreement outlining the terms for property conveyance, development requirements, and related obligations.

ENVIRONMENTAL

Approval of the ENA is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it is an administrative action that will not result in direct or indirect physical changes in the environment. Any future development agreement and associated Project will be subject to full CEQA review.

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Approval of the ENA with Inland Kenworth Inc. will initiate a focused, time-limited negotiation process to determine the feasibility and terms of a medium- and heavy-duty truck dealership development on City-owned property.

Upon execution of the ENA, staff will:

- Collaborate with Inland Kenworth to identify a viable project site;
- Negotiate the terms of a DDA or similar agreement; and
- Return to the City Council with the proposed agreement for consideration.

This approach provides the City with flexibility, financial safeguards, and the ability to pursue a significant economic development opportunity aligned with the City Council's goals.

ATTACHMENT(S):

A. Exclusive Negotiation Agreement (Kenworth Truck Dealership)

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

THE CITY OF SANTA FE SPRINGS

EXCLUSIVE NEGOTIATION AGREEMENT
(Kenworth Truck Dealership)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Inland Kenworth Inc., a California corporation ("Developer"). The City and the Developer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Developer is interested in purchasing City-owned real property located within the City for the operation of a medium- and heavy-duty truck dealership (the "Project"); and

WHEREAS, the intent of both the City and the Developer in entering into this Agreement is to establish a specific, limited period of time to identify City-owned real property located within the City that is suitable for the Project and negotiate a future agreement regarding the development of the Project on such real property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be documented in such future agreement.

NOW, THEREFORE, THE CITY AND THE DEVELOPER AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement by this reference.

2. **Term of Agreement.** This Agreement shall commence on the Effective Date and continue in effect for a period of sixty (60) consecutive calendar days ("Negotiation Period") and shall automatically terminate at the end of the Negotiation Period. Fourteen (14) calendar days after the Effective Date, and every fourteen (14) calendar days (each calendar 14 days, a "Check-In Date") thereafter during the Negotiation Period, either Party shall have the option to terminate this Agreement by written notice to the other Party, effective immediately unless otherwise stated in the termination notice. Such termination notice shall be delivered in accordance with Section 9 of this Agreement. If neither Party provides the other with such termination notice, this Agreement shall continue in force and effect unless either Party delivers a termination notice at a subsequent Check-In Date until the end of the Negotiation Period. Either Party's exercise of its option to terminate pursuant to this Section 2 shall not be deemed a breach of this Agreement. Notwithstanding the foregoing, the Parties may agree to extend the Negotiation Period in accordance with Section 8 of this Agreement.

3. **Deposit.** Concurrent with the Developer's execution of this Agreement, the Developer shall pay to the City a deposit in the amount of Fifteen Thousand Dollars ($15,000.00) in immediately available funds ("Deposit") to ensure that the Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement during the Negotiation Period and as part of the consideration for the City's agreement not to negotiate with any other entity who owns or operates medium- and heavy-duty truck dealerships during the Negotiation Period. On or before thirty (30) calendar days after the termination of this Agreement, the City shall return the entire Deposit to the Developer, provided that the Developer is not in breach of this Agreement. This provision shall survive termination of this Agreement.

4. **Identification of Project Location and Negotiation of Agreement.** During the Negotiation Period, the City and the Developer shall diligently and in good faith collaborate to identify

City-owned real property located within the City that is suitable for the Project and negotiate the terms and conditions of a future agreement regarding the purchase and subsequent development of the Project on such real property. The City and the Developer shall generally cooperate with each other and supply such available documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. The exact terms and conditions of a future agreement regarding the development of the Project on real property located within the City, if any, shall be determined during the course of the Negotiation Period, resulting in the execution of a development and disposition agreement ("DDA") or other similar agreement. The Parties acknowledge and agree that nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the City or the Developer that a future agreement must be produced from negotiations under this Agreement. The Developer acknowledges and agrees that the City's consideration of any proposed agreement is subject to the sole and absolute discretion of the City's governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

5. **Exclusivity.** During the Negotiation Period, the City and its staff agree not to negotiate or enter into any binding agreement with any other entity that owns or operates medium- or heavy-duty truck dealerships regarding the development of such a dealership within the City. Similarly, Developer agrees that it shall not negotiate or enter into any binding agreement with any other entity for the purchase and development of a medium- or heavy-duty truck dealership on property located outside the City. Neither Parties nor any of their representatives, officers, employees, directors, agents, subsidiaries, or affiliates shall initiate, solicit, entertain, negotiate, accept, or discuss, directly or indirectly, any proposal or offer from any entity, other than the other Party and its affiliates, to enter into any transaction which would interfere with any future agreement between the Parties regarding the potential purchase and development of a medium- or heavy-duty truck dealership within the City until the termination of this Agreement.

6. **Breach of Agreement; Non-Waiver.** Either Party's failure to comply with the terms of exclusivity provided in Section 5, above, shall be in breach of this Agreement. Any failure or delay by either Party in asserting any of its rights or remedies as to any breach of the other Party shall not operate as a waiver of any default or of any rights or remedies associated with a breach.

7. **Limitations on Damages and Remedies.**

(a) THE PARTIES ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY EITHER PARTY UPON THE BREACH OF THIS AGREEMENT BY THE OTHER PARTY. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THAT EITHER PARTY WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE OTHER PARTY, THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF EITHER PARTY'S DAMAGES IN SUCH EVENT IS FIFTEEN THOUSAND DOLLARS ($15,000.00) (THE "LIQUIDATED DAMAGES AMOUNT").

(i) CITY BREACH. UPON THE BREACH OF THIS AGREEMENT BY THE CITY, THIS AGREEMENT SHALL TERMINATE AND THE CITY SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE DEVELOPER IN ADDITION TO CITY'S RETURN OF THE DEPOSIT TO DEVELOPER PURSUANT TO SECTION 3 OF THIS AGREEMENT.

(ii) DEVELOPER BREACH. UPON THE BREACH OF THIS AGREEMENT BY THE DEVELOPER, THIS AGREEMENT SHALL TERMINATE AND THE CITY SHALL KEEP THE DEPOSIT AS PAYMENT OF THE LIQUATED DAMAGES AMOUNT DEPOSITED PURSUANT TO SECTION 3 OF THIS AGREEMENT.

_____	_____
Initials of Authorized Representative of City	Initials of Authorized Representative of Developer

(b) THE CITY AND THE DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT NEITHER PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE OTHER PARTY FOR ANY ADDITIONAL MONETARY DAMAGES, MONETARY RECOVERY, OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE CITY AND THE DEVELOPER AGREE THAT EACH PARTY'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF THIS AGREEMENT BY THE OTHER PARTY IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(c) THE PARTIES ACKNOWLEDGE THAT THEY ARE AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

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

(d) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF THE PARTIES TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY, AND REMEDIES SET FORTH IN THIS SECTION, AND EACH PARTY HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE OTHER PARTY FOR ADDITIONAL MONETARY DAMAGES, MONETARY RECOVERY, OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO EITHER PARTY AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. EACH PARTY SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY DAMAGES AND REMEDIES CONTAINED IN THIS SECTION.

_____	_____
Initials of Authorized Representative of City	Initials of Authorized Representative of Developer

8. **Amendments; Assignments.** This Agreement shall not be modified or amended unless done so in a writing signed by authorized representatives of both Parties. No portion of this Agreement may be assigned by either Party without express written consent of the other Party.

9. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service, or by first class certified or registered United States Mail, with return receipt requested, to the address for the Party set forth in this Section 9. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States

Postal Service. Notice by personal service or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

To DEVELOPER:	Inland Kenworth Inc. 2482 Douglas Road Burnaby, BC V5C 6C9 Attn: Mathew McConnachie, Project Manager Email: mmcconnachie@inland-group.com
To CITY:	City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Attn: René Bobadilla, City Manager Email: rbobadilla@santafesprings.gov
With Courtesy Copy to: *(which shall not constitute notice)*	Olivarez Madruga Law Organization, LLP 500 S. Grand Avenue, 12th Floor Los Angeles, CA 90071 Attn: Paloma Perez-McEvoy Email: pmcevoy@omlolaw.com

10. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter contained herein. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding the subject matter contained herein.

11. **Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the City or the Developer.

13. **Governing Law/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, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

14. **Attorneys' Fees.** If either Party commences any legal action or proceeding to enforce, interpret or construe this Termination Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs, as determined by the court.

15. **Non-Liability of City Officials.** No member, official, officer, employee, agent, representative, volunteer, or consultant of the City shall be personally liable to Developer, or any successor in interest of the Developer, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor, or for any obligations under the terms of this Agreement.

16. **Counterpart Originals.** This Agreement may be executed by the City and the Developer in multiple counterpart originals, all of which together shall constitute a single agreement.

17. **Warranty of Authority.** The individuals executing this Agreement on behalf of each Party represent and warrant that they have the legal power, right, and actual authority to bind each Party to the terms and conditions hereof.

[SIGNATURES ON FOLLOWING PAGES]

THE CITY OF SANTA FE SPRINGS
EXCLUSIVE NEGOTIATION AGREEMENT
(Kenworth Truck Dealership)

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPER:

Dated: _____

Inland Kenworth Inc., a California corporation

By: _____
Name: _____
Its: _____

CITY:

Dated: _____

City of Santa Fe Springs, a California municipal corporation

By: _____
René Bobadilla, City Manager

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

ITEM # 28

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **ART IN PUBLIC PLACES FY 2025-26 ART EDUCATION GRANT PROGRAM AWARDS**

DATE: August 19, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the FY 2025-26 award distribution of $66,911.45, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients.

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

FISCAL IMPACT

The Public Art & Art Education Program Activity (No. 10511001) is entirely funded by developers' fees through the Art in Public Places Special Fund (No. 2510). FY 2025-26 Grant awards will be disbursed from the Public Art & Art Education Program-Contribution/Art Education Grants account (No. 10511001-593000).

BACKGROUND

For over 30 years, the City's Heritage Artwork in Public Places Program has supported art education in local schools through the *Art Education Grant Program*. This long-standing initiative provides financial support to K–12 schools serving Santa Fe Springs residents, enabling projects that foster age-appropriate art education experiences. Funded projects culminate in student exhibitions, performances, demonstrations, or art-related field trips, enriching both students and the community.

In Fiscal Year 2024–25, the City awarded a record $69,992.50 to 29 local schools. The

record amount reflected both a growing interest in the program and rising costs for art supplies.

Grant recipients are required to submit a final report by May of the academic year, detailing the use of funds and providing supporting financial documentation. Any unspent funds must be returned to the City upon approval of the final report. To date, all unexpended funds from previous years have been returned in accordance with program requirements.

ANALYSIS

Applications for the 2025–26 school year were made available to local school staff in early 2025 and were due by June 15, 2025. A record 30 applications were received.

On July 29, 2025, the Heritage Arts Advisory Committee (HAAC) convened a special meeting to review the submissions. The Committee recommends that the City Council approve funding for 28 of the 30 applicants, totaling $66,911.45 (see Attachment A). Two applications were not recommended for funding: one included an improperly itemized budget, and the other lacked the required principal's signature.

In accordance with the Art Education Grant Guidelines, only eligible expenses are being recommended. Ineligible items such as contracted printing services, pre-made costumes, and non-art tools/supplies were excluded from funding.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Upon City Council approval, City staff will coordinate with the Finance Department to process and disburse grant awards to the approved Art Education Grant recipients for the 2025–26 school year.

ATTACHMENT(S):

A. 2025-2026 Art Education Grant Applications List

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

NO.	DATE RECEIVED	SCHOOL NAME	APPLICANT NAME	TITLE OF GRANT	GRADES / NO. OF YOUTH / PER STUDENT	GRANT AMOUNT REQUESTED	HAAC RECOMMENDED/ APPROVED	COMMENTS ON APPLICATION
A	6.13.25	**Cresson Elementary School**	Erin Dunroe	Addressing Mental Health Through Art	4-5th grades / 65 students / $73.84	$4,800.00	$4,800.00	Approved
						$4,800.00	**$4,800.00**	
B	6.13.25	**Jersey Avenue Elementary School**	Margaret Gomez	Folklorico Dance Program	K-5th grades/ 65 students / $76.92	$5,000.00	$4,250.00	Approved - T-shirts not approved.
C	6.13.25	**Jersey Avenue Elementary School**	Heather Norris	Garden Art & Art Parent Night	TK-5th grades / 60 students / $42.00	$2,520.00	$620.00	Approved - Parent cost not allowed, supplies not approved as not itemized properly.
					TOTAL:	**$7,520.00**	**$4,870.00**	
D	6.10.25	**Lake Center Middle School**	Amy Jordan	Field Trip	6-8th grades / 184 students / $24.03	$4,420.00	$4,420.00	Approved
E	6.3.25	**Lake Center Middle School**	Susie Luu	Painting with Ceramics	6th grade / 118 students / $38.29	$4,518.00	$4,248.00	Aproved - Delivery fee not approved
F	6.2.25	**Lake Center Middle School**	Sabrina Ireland	Art Through the Seasons	6th grade / 198 students / $23.00	$4,554.00	$4,554.00	Approved
G	6.12.25	**Lake Center Middle School**	Jennifer Conforti	Mosaic Tile Coaster	8th grade / 132 students / $23.79	$3,140.42	$2,980.42	Approved - Sub teacher not approved
					TOTAL:	**$16,632.42**	**$16,202.42**	
H	6.13.25	**Lakeland Elementary School**	Georgette Baltierrez-Manohorathat	Folklorico at Lakeland Elementary	K-5th grades / 40 students / $112.00	$4,480.00	$2,688.00	Approved - Costumes not allowed
						$4,480.00	**$2,688.00**	
I	6.13.25	**Lakeview Elementary School**	Ruby Dominguez	Take 2 Drama Club & Visual & Perf. Arts	K-5th grades / 150 students / $33.33	$5,000.00	$3,791.50	
J	6.13.25	**Lakeview Elementary School**	Susana Carranza	Second Grade Art Program	2nd grade / 75 students / $43.45	$3,259.00	NA	Rejected-Incorrect itemized budget and revised itemization submitted late
K	6.10.25	**Lakeview Elementary School**	Nicole Baski	Art in Primary! (Special Education Prgm.)	TK-5th grades / 20 students / $43.15	$862.98	$862.98	Approved
L	5.19.25	**Lakeview Elementary School**	Raquel Ponce	TK Indoor / Outdoor Creations	TK grade / 40 students / $123.13	$4,925.10	$1,451.41	Approved - Several items not approved per guidelines
M	6.10.25	**Lakeview Elementary School**	Kelly Love	Meet the Masters	K-5th grades / 440 students / $7.25	$3,189.76	$3,189.76	Approved
					TOTAL:	**$17,236.84**	**$9,295.65**	
N	6.13.25	**Rancho Santa Gertrudes Elem. School**	Alysia Odipo	Rancho Santa Gertrudes Elem. Art Initiative	TK-5th grades / 318 students / $15.72	$5,000.00	$667.50	Approved - Several items not approved per guidelines
					TOTAL:	**$5,000.00**	**$667.50**	
O	6.10.25	**Santa Fe High School**	Terry Dawson	Band & Mariachi Sheet Musice & Guest Artist	9-12th grades / 90 students / $27.78	$2,500.00	$2,500.00	Approved
P	6.11.25	**Santa Fe High School**	Giao Nguyen	Under the Sea	9-12th grades / 150 students / $31.31	$4,696.13	$4,237.62	Approved - Several items not approved per guidelines
Q	6.13.25	**Santa Fe High School**	Jessica Guiragossian	Under the Sea: Fish, Fashion, & Fantasy	9-12th grades / 175 students / $28.50	$4,987.07	$4,899.47	Approved - Several items not approved per guidelines
					TOTAL:	**$12,183.20**	**$11,637.09**	
R	5.15.25	**Santa Fe Springs Christian School**	Cindy Jarvis	Art Master Legacy Series 2	K-8th grades / 150 students / $40.60	$6,089.12	$5,000.00	Approved
S	5.15.25	**Santa Fe Springs Christian School**	Andrea Neely	Kindergarten Art Projects	K grade / 15 students / $10.29	$154.40	$154.40	Approved
T	5.15.25	**Santa Fe Springs Christian School**	Danielle Michaels	First Grade Art Supplies	1st grade / 17 students / $7.68	$130.62	$130.62	Approved
U	5.15.25	**Santa Fe Springs Christian School**	Shinar Lumahan	Dinosaurs and Masks	2nd grade / 12 students / $16.54	$198.48	$198.48	Approved
V	5.15.25	**Santa Fe Springs Christian School**	Lori Chronister	Social Studies Projects (incl. holidays)	3rd grade / 24 students / $9.25	$221.96	$221.96	Approved
W	5.15.25	**Santa Fe Springs Christian School**	Marie Gomez	4th Grade Art Grant	4th grade / 15 students / $13.36	$200.43	$200.43	Approved
X	5.15.25	**Santa Fe Springs Christian School**	Natalia Reynoso	Revolutionary War Project	5th grade / 25 students /$12.42	$310.46	$310.46	Approved
Y	5.15.25	**Santa Fe Springs Christian School**	Adriana Stanphill	Places in our World	6-8th grades / 50 students / $5.90	$294.91	$294.91	Approved
Z	5.15.25	**Santa Fe Springs Christian School**	Sharon Powell	Walk Through the Ancient World	6-7th grades / 26 stduents / $22.50	$585.00	$585.00	Approved
AA	5.15.25	**Santa Fe Springs Christian School**	Jennifer Senglaub	Jr. High Performing Arts	6-8th grades / 25 students / $14.80	$370.08	$370.08	Approved
					TOTAL:	**$8,555.46**	**$7,466.34**	Approved
BB	6.11.25	**St. Paul High School**	Ashwin Mitchell	From Studoi Saint Paul	9-12th grades / 120 students / $41.64	$4,997.27	$4,466.87	Approved - No Printing Allowed
CC	6.13.25	**St. Paul High School**	Ashley Lynch	Rhythm in Motion: Elevating HS Dance Ed.	9-12th grades / 25 students / $40.27	$1,006.75	NA	Rejected - Not signed by Principal
					TOTAL:	**$6,004.02**	**$4,466.87**	
DD	5.27.25	**St. Pius X Parish School**	Yessica Chacon	Meet the Masters	K-8th grades / 155 students / $31.08	$4,817.58	$4,817.58	Approved
					TOTAL:	**$4,817.58**	**$4,817.58**	
							Total Awarded:	
		TOTAL NO. OF APPLICATIONS RECEIVED:	**30**		**TOTAL GRANT FUNDS REQUESTED:**	**$87,229.52**	**$66,911.45**	

Attachment A - 2025-2026 Art Education Grant Applications List

ITEM # 29

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **APPROVAL OF TRANSPORTATION SERVICES AGREEMENT WITH PCAM, LLC**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 9975 approving a cooperative contract services agreement with PCAM, LLC dba Parking Company of America in the amount of $672,900 for the management and operations of the City's Dial-A- Ride (DAR) services in accordance with Santa Fe Springs Municipal Code §34.18; and

2) Authorize the City Manager to execute the contract agreement with PCAM, LLC dba Parking Company of America (PCAM); and

3) Appropriate $672,900 from the Transit Budget Account No. 10105850 for DAR operations; and

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

FISCAL IMPACT

Funding for this contract is included in the Fiscal Year 2025–2026 Transit Budget. The proposed annual cost for PCAM services are not to exceed $672,900 consistent with the appropriated funds for Dial-A-Ride operations. The services are fully funded through Los Angeles County Local Transportation Return programs Proposition A, Proposition C, and Measure M with no impact to the General Fund.

BACKGROUND

The City of Santa Fe Springs DAR service is a long-standing program operated and managed by the City to provide essential curb-to-curb transportation for residents who may otherwise have limited mobility options. This service is designed specifically for qualified elderly residents (60 years and older) and individuals with special needs in compliance with the provisions of the Americans with Disabilities Act (ADA) of 1990.

Santa Fe Springs Bus Operators are trained, experienced, and dedicated to delivering safe, dependable, and accessible transportation. The DAR program helps residents maintain independence, improve quality of life, and access vital community resources. Riders can schedule trips for virtually any purpose within Santa Fe Springs, including medical appointments, hair salons, grocery shopping, social visits, and other personal errands. Medical pickups and drop-offs receive priority to ensure timely and reliable access to healthcare services.

ANALYSIS

Over the years, DAR has become a trusted mobility lifeline for the community's senior and disabled populations, reducing social isolation and supporting access to essential services. In response to increasing demand and to ensure cost-effective, efficient, and uninterrupted service, staff identified an opportunity to leverage the City of Covina's competitively bid transportation contract with PCAM through a cooperative piggyback agreement. This approach allows the City to benefit from the favorable pricing and service standards established by the City of Covina, avoiding the administrative burden and delays associated with issuing a new competitive bid. Under the proposed agreement, PCAM will:

- Operate and manage Dial-A-Ride services, including scheduling, and dispatching.
- Employ and train drivers in accordance with City and state safety standards.
- Provide customer-focused services designed to enhance the rider experience.
- Collaborate with City staff to monitor service quality, address operational concerns, and submit regular performance reports.
- Allow the City to secure competitive pricing through piggybacking off the City of Covina's contract, expediting implementation without compromising service quality.
- Provide routine maintenance, preventive maintenance (PM) and fuel requirements for the fleet.
- Supply qualified drivers to operate vehicles on Dial-A-Ride.
- Generate reports for the City and submit required information for the National Transit Database (NTD), including number of passengers, fueling, and all other necessary information to be in compliance.
- Ensure adherence to CHP inspection requirements, including the mandated 45-day vehicle inspection cycle.

ENVIRONMENTAL

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b)(3) (Common Sense Exemption). The project is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed action pertains to a contract that will allow the continuation of Santa Fe Springs existing DAR transit services. This contract agreement will not result in any significant change in services or physical changes to the environment.

DISCUSSION

City staff recommends utilizing a cooperative purchasing contract by piggybacking on the City of Covina's existing agreement. This approach allows the City to obtain competitive pricing and expedite implementation without compromising service quality.

The cooperative contract complies with all applicable public procurement laws, ensuring transparency and fairness, and is authorized under Santa Fe Springs Municipal Code Section 34.18(B)(3).

SUMMARY/NEXT STEPS

Upon City Council approval, City staff will initiate DAR services with PCAM, LLC dba Parking Company of America, ensuring uninterrupted, reliable, and cost-efficient services for the City's seniors and residents with disabilities.

ATTACHMENT(S):

A. Resolution No. 9975
B. PCAM, LLC Agreement

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

RESOLUTION NO. 9975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND PCAM, LLC DBA PARKING COMPANY OF AMERICA (PCAM) FOR DIAL-A-RIDE TRANSPORTATION SERVICES

WHEREAS, per Section 34.18(B)(3) (Purchase by Bidding Required Generally; Exceptions) of Chapter 34 (Finance and Revenue) of the Santa Fe Springs Municipal Code (hereinafter, "Section 34.18"), the purchasing policy may be dispensed with when competitive purchasing procedures, similar to those required by the City, were used to secure such services; and

WHEREAS, the City of Covina conducted a competitive bidding process and awarded a transportation services contract to PCAM, LLC dba Parking Company of America (hereinafter, "PCAM"), through a Request for Proposals (RFP) process that complies with competitive procurement standards; and

WHEREAS, the City of Santa Fe Springs ("City") has identified the opportunity to enter into a cooperative piggyback agreement utilizing the competitively awarded contract between the City of Covina and PCAM to provide cost-effective, efficient, and uninterrupted Dial-A-Ride transportation services to its community; and

WHEREAS, Parking Company of America is an experienced transit services provider and is able to meet the service expectations and operational needs of the City; and

WHEREAS, staff has reviewed the terms of the agreement and recommends entering into the proposed agreement with PCAM for Dial-A-Ride services; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into this agreement to continue serving senior and disabled residents with safe and reliable transportation options.

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

SECTION 1. The City Council, after consideration of the staff report and presentation, discussion, oral testimony, and evidence presented, finds that the above recitals are true and correct and incorporates them herein.

SECTION 2. The City Council finds that the City has satisfied applicable local procurement requirements through the use of a cooperative purchasing agreement consistent with Section 34.18(B)(3) of the Santa Fe Springs Municipal Code.

SECTION 3. The City Council hereby approves an agreement with PCAM, LLC dba Parking Company of America to provide Dial-A-Ride transportation services under the terms of the cooperative agreement with the City of Covina.

SECTION 4. The City Council authorizes the City Manager to execute the agreement with Parking Company of America, and to execute any ancillary documents reasonably necessary to carry out the purpose and intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED this 19 day of August 2025.

THE CITY OF SANTA FE SPRINGS

_____
William K. Rounds, Mayor

_____
Fernando N. Muñoz, City Clerk

AYES:

NOES:

ABSTAIN:

ABSENT:

2025

COOPERATIVE CONTRACT SERVICES AGREEMENT

(Contractor: PCAM, LLC dba Parking Company of America)

(Paratransit Operation Services)

THIS COOPERATIVE CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 19th day of August 2025 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and PCAM, LLC dba Parking Company of America (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the services of an independent contractor to provide public transit operations services for the CITY's Dial-A-Ride Program; and

WHEREAS, Section 34.18(B)(1)-(3) of the Santa Fe Springs Municipal Code exempts certain purchases from the CITY's regular purchasing procedures where such purchases qualify as cooperative or piggyback purchases, wherein the CITY may procure supplies, equipment and services on unit pricing terms that are equal to or better than pricing obtained by another public agency or non-profit using their own competitive contract awarding procedures; and

WHEREAS, as a material condition to the CITY's award of this Agreement, CONTRACTOR, as stated in its correspondence of June 4, 2025 is willing to perform the services contemplated herein on the same or better pricing terms officered to the City of Covina and CONTRACTOR entitled "Third Amendment to Agreement Between the City of Covina and PCAM, LLC Amending the Professional Services Agreement for Transit Operations Servies to Extend Term Limits and Increase Compensation for FY 2026 and FY 2027" dated June 17, 2025

WHEREAS, on April 7, 2022, the City of Covina ("Covina") issued a Request for Proposals ("RFP") for the transit operations of the Dial-A-Ride program; and

WHEREAS, on June 21, 2022, Covina awarded the project for the transit operations of the Dial-A-Ride program to CONTRACTOR; on September 19, 2023 Covina and CONTRACTOR entered into a First Amendment of that certain Agreement; on November 21, 2023 Covina and CONTRACTOR entered into a Second Amendment of that certain Agreement; on June 17, 2025 Covina and CONTRACTOR entered into a Third Amendment of that certain Agreement; and

WHEREAS, CONTRACTOR warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the services required by CITY and to ensure that all work is performed in a professional manner; and

WHEREAS, CONTRACTOR warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified and is fully qualified to perform those services within the specified time frame in accordance with the highest standards of CONTRACTOR'S profession; and

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council in accordance with Section 34.18(B)(1)-(3) of the Santa Fe Springs Municipal Code at its Regular Meeting of August 19, 2025, under Agenda Item No. 29.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1.0 TERMS OF AGREEMENT

1.1 This AGREEMENT shall have a term of five (5) years commending commencing as of the Effective Date and shall expire automatically upon the 5th anniversary of the Effective Date (hereinafter, the "Term"). The AGREEMENT may be extended by the CITY subject to its same terms and conditions for one (1), two-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term. 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 herein.

1.2 This AGREEMENT is a firm, fixed-price contract for all labor and materials including, but not limited to, document scanning, indexing, and conversion from paper to digital format. All tasks to be performed are to be completed, or this AGREEMENT is otherwise terminated. Prices shall remain firm upon execution of this AGREEMENT. The foregoing notwithstanding, in no event may CONTRACTOR's total compensation exceed the aggregate sum of SIX HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED DOLLARS AND NO CENTS ($672,900.00), unless otherwise amended by mutual written agreement of the Parties in the form of a written amendment to this Agreement.

1.3 Time is of the essence in the performance of all obligations under this AGREEMENT. The work shall commence upon mutual consent of the Parties subsequent to the CITY'S issuance of a written Notice to Proceed. CONSULTANT shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Services, and shall complete all of the work in accordance with the schedule and timeline established by the Parties. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.4 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

2.0 SCOPE OF SERVICES

2.1 Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide

and perform the various services and tasks described in the following

2.1.1 CONTRACTOR shall provide CITY with the services and documents described in ATTACHMENT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the "SERVICES." The general manner in which the CONTRACTOR shall render the SERVICES is set forth in ATTACHMENT A. While CITY is, in general, concerned with the manner in which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT;

2.1.2 A true and correct copy of the Covina Agreement is attached and incorporated hereto as ATTACHMENT B.

3.0 COMPENSATION AND PAYMENT PROCEDURES

3.1 CONTRACTOR shall perform all the SERVICES in accordance with the schedule of rates and charges established under ATTACHMENT A.

3.2 Section 3.1, above notwithstanding, in no event may CONTRACTOR's total compensation exceed the aggregate sum of SIX HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED DOLLARS AND NO CENTS ($672,900.00), unless approved by the City Council of the City of Santa Fe Springs and memorialized in the form of a written amendment to this AGREEMENT.

3.3 Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the SERVICE performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the SERVICES, the rate of compensation at which such SERVICES 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

3.4 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

4.0 CHANGES TO SCOPE OF WORK

CONTRACTOR shall not perform work in excess of the SERVICES without the prior

written approval of the Contract Officer. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

5.0 SUBCONTRACTING

5.1 Subcontracting is prohibited under this Agreement.

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT, the incorporated attachments and all Applicable Terms & Conditions of Covina's Third Amendment to the Master Agreement for transit operations for the Dial-A-Ride program, dated as of June 17, 2025, set forth the entire understanding of the Parties with respect to the subject matters herein. If there are any conflicts or inconsistencies as between the provisions of the incorporated attachments and the provisions of this AGREEMENT, the provisions of this AGREEMENT shall govern and control. If there are any conflicts or inconsistencies as between the provisions of this AGREEMENT and its attachments and the provisions of the applicable Terms & Conditions for Covina's Third Amendment to the Master Agreement, dated as of June 17, 2025 (the "Master Agreement Terms"), the provisions of the Master Agreement Terms shall govern and control. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

7.0 TERMINATION OF AGREEMENT

7.1 In the event of CONTRACTOR'S failure to prosecute, deliver, or perform the SERVICES, CITY may terminate this AGREEMENT immediately by notifying CONTRACTOR by certified mail of said termination. Thereupon, CONTRACTOR shall cease work and, within two (2) working days, place all work in progress in a safe and protected condition. The City Manager of CITY shall make a determination of the percentage of work that CONTRACTOR performed that is usable and of worth to CITY. Based upon that finding, CITY shall determine any final payment due to CONTRACTOR. For purposes of this Agreement, the term "working day" means those days of each week, excluding Saturday and Sunday or any national holiday.

7.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice to the CONTRACTOR. Prior to the fifteenth (15th) day following the giving of the notice, the CONTRACTOR shall assemble the completed work product to date, and put the same in order for proper filing and closing, and deliver said product to the CITY. The CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

8.0 [RESERVED – NO TEXT]

9.0 COVENANT AGAINST CONTINGENT FEES

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY'S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR'S own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR'S independent calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 INDEMNITY – HOLD HARMLESS

12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "Claims") that arise out of, pertain to, or relate to this AGREEMENT or any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors (collectively "CONTRACTOR'S

PERSONNEL") in connection with this AGREEMENT, including, but not limited to, performance of or failure to perform the SERVICES.

12.2 CONTRACTOR's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or at the CITY's sole option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 **PERS Eligibility Indemnification**. In the event that any of CONTRACTOR's PERSONNEL is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONTRACTOR's PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's PERSONNEL providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

12.5 **Limitation of CITY Liability.** The payment made to CONTRACTOR pursuant to this contract shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's PERSONNEL are entitled for performance of any work under this contract. Neither CONTRACTOR nor CONTRACTOR's PERSONNEL are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

12.6 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend (with counsel acceptable to CITY), and indemnify and hold harmless the CITY for and against any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of CONTRACTOR or CONTRACTOR's PERSONNEL for work done under this AGREEMENT.

12.7 The provisions of this Section 12 shall not be limited by any provision of insurance

coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this Section 12 shall survive expiration or termination of this AGREEMENT.

12.8 CITY shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the CITY shall be entitled to recover its reasonable costs incurred in providing the notification.

12.6 **Responsibility For Equipment**. Notwithstanding anything in this AGREEMENT to the contrary, CITY shall not be responsible nor held liable for any damage whatsoever, including, but not limited to persons or property, resulting from or arising out of the use, misuse or failure of any equipment used by CONTRACTOR or any of its agents, employees or subcontractors, even if such equipment has been furnished, rented or loaned to CONTRACTOR by CITY. Any and all equipment furnished, rented or loaned to CONTRACTOR by CITY is provided on an "as is" basis. CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS EQUIPMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The acceptance or use of any CITY equipment by CONTRACTOR or its agents, employees, or subcontractors shall be with all faults and shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment. CONTRACTOR HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE CITY FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS RELATING TO ANY CITY EQUIPMENT.

13.0 INSURANCE

13.1 CONTRACTOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the SERVICES and the results of that work by CONTRACTOR'S PERSONNEL. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation. Statements that the carrier "will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives," will not be acceptable on insurance certificates. Maintenance of specified

insurance coverage is a material element of this AGREEMENT.

13.3 **Types and Amounts Required**. CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

13.3.1 **Commercial General Liability (CGL)**. CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than $2,000,000.00 per occurrence and subject to an annual aggregate of $4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.

13.3.2 **Commercial Automobile Liability**. CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3 **Workers' Compensation**. CONTRACTOR shall maintain Worker's Compensation insurance for all of CONTRACTOR's PERSONNEL who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.4 The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001), which shall be submitted to the CITY.

13.5 All policies shall contain a provision stating that the CONTRACTOR'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the CITY. This provision shall apply regardless

of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

13.6 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

13.7 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the CONTRACT OFFICER proof of the insurance required in this section. Failure by the CONTRACT OFFICER to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

13.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

13.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR and must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.10 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

14.0 DISPUTES

14.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONTRACTOR shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.

b. Within ten working (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONTRACTOR.

c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONTRACTOR and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

14.2 If the dispute remains unresolved for ten (10) working days following the City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

15.0 NOTICES

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party's behalf is:

For CITY:

City of Santa Fe Springs
Department of Community Services
ATTN: Maricela Balderas
11710 Telegraph Rd.
Santa Fe Springs, CA 90670

For CONTRACTOR:

PCAM, LLC dba Parking Company of America
Eric Chaves, President
3165 Garfield Avenue
Los Angeles, CA 90040

15.4 CONTRACTOR represents and warrants that its employer's identification number ("EIN") is 20-2264403.

16.0 CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

16.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for

employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

17.0 GENERAL PROVISIONS

17.1 **Accounting Records.** CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES.

17.2 **Contract Officer.** The Director of Public Works shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of Los Angeles. CONTRACTOR hereby irrevocably consents to service outside the State of California and to the personal jurisdiction of and exclusive venue in the state and federal courts in the County of Los Angeles, California and waives any objection to such jurisdiction or venue. CONTRACTOR hereby waives the right to remove any action from Los Angeles County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 **Business Certificate.** CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

17.5 **Compliance with Law.** The CONTRACTOR shall be responsible for complying and ensuring its subcontractors comply with all local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, whether or not said laws are expressly stated or referred to herein, including, but not limited to complying with COVID-19 sanitation protocols, health orders and guidance.

17.6 **[RESERVED – NO TEXT]**

17.7 **Responsibility for Others.** CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17.8. **Drafting Ambiguities**. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT,

and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

17.9. **Conflicts between Terms**. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

17.10 **Non-Discrimination**. CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.7 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

17.8 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

17.9 **Third Parties.** No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

17.10 **Survival.** The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY's right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

17.11 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

17.12 **Exhibits Incorporated.** All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

[SIGNATURES CONTINUED ON NEXT PAGE]

18. SIGNATURES

18.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

By: _____
René Bobadilla, City Manager

Date: _____

CONTRACTOR:

By: _____
Eric Chaves, President

Date: _____

ATTEST:

_____ _____
Fernando Muñoz, City Clerk Date

APPROVAL AS TO FORM:

_____ _____
Rick Olivarez, City Attorney Date

ATTACHMENT A

[SEE NEXT PAGE]

Proposal of Santa Fe Springs Dial A Ride
The City of Santa Fe Springs.

To: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe. Springs, CA 90670

From:
PCAM LLC
3165 Garfield Ave.
Commerce CA 90040

Thank you for giving us the opportunity to provide this proposal for your transportation operations.

PCAM LLC propose the following:
Contractor shall take over the operation of the City's transportation services, including but not limited to:

- **Maintenance & Fuel:** Providing routine maintenance, preventive maintenance (PM) services, and managing fuel requirements for the fleet.
-
- **Driver Staffing:** Supplying qualified drivers to operate the vehicles on Dial A Ride program with an average of 6014 annual unlinked passengers, 3033 annual revenue hours, 16,980 revenue miles, utilizing 2 annual vehicles of maximum travel, based on the historical total annual unlinked passengers from City of Santa Fe Springs NTD reports PCAM LLC proposed a total of two driver per day 8 hours each.
- **Dispatch Services:** Operating a dispatch center for 8 hours per day, Monday through Friday, utilizing dispatch software to manage and coordinate routes.
- **Management:** Manager to oversee all operational aspects on call.
- **Reporting:** Generating and delivering National Transit Database (NTD) reports on a monthly basis, dead head miles, revenue miles, dead head hours, revenue hours number of passengers, fueling and all necessary information to be in compliance.
- **Compliance:** Ensuring adherence to CHP inspection requirements, including the mandated 45-day vehicle inspection cycle.

  Mitchell SE: Managing all vehicles under the designated number as defined by the City.

1.2 Equipment and Additional Services:

- The City shall provide all vehicles required for service.
- Contractor shall supply and install cameras and GPS on 2 service vehicles to enhance safety and monitoring.
- Contractor shall provide vehicle insurance for the fleet as part of its service package.

2. Payment Terms

The City shall pay the Contractor a fixed, all-inclusive monthly fee of **$56,020.70** based on an assumption of 3,033 revenue hours per year. This fee covers all services provided under this Agreement, including maintenance, fuel management, staffing, dispatch operations, reporting, and associated insurance costs.

3. Responsibilities of the Parties

City Responsibilities:

- Provide and maintain the fleet of vehicles.
- Grant the Contractor access to all necessary facilities and systems to perform the services.
- Cooperate with the Contractor's reporting and inspection schedules.

Contractor Responsibilities:

- Provide all services outlined in Section 1 in a professional, efficient, and timely manner.
- Ensure all drivers, mechanics, dispatchers, and managerial staff are properly trained and compliant with the applicable regulations.
- Install and maintain cameras and gps on 2 vehicles.
- Deliver accurate NTD reports and ensure all vehicles meet CHP inspection and PM service requirements.
- Maintain all necessary insurance coverage for the vehicles as specified.

4. Term and Termination

4.1 Term:
This Agreement shall commence on [July 1, 2025] and shall continue for a period of 5 years with 2 optional extension years., unless terminated earlier in accordance with the provisions of this Agreement.

4.2 Termination:
Either Party may terminate this Agreement upon 90 days' written notice if the other Party is in material breach of its obligations and fails to remedy such breach within the notice period.

5. Performance Standards and Compliance

- Contractor shall adhere to all applicable federal, state, and local regulations regarding public transportation operations.
- Contractor will implement performance measures and provide regular updates on operational efficiency and compliance.
- Regular audits and inspections will be conducted to ensure adherence to the 45-day inspection cycle and overall service quality.

6. Dispute Resolution

In the event of any disputes arising from or related to this Agreement, the Parties agree to attempt to resolve the matter through informal discussions. If a resolution cannot be reached, the dispute shall be submitted to mediation before pursuing legal remedies.

7. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- **Amendments:** Any amendment to this Agreement must be in writing and signed by authorized representatives of City of Santa Fe and PCAM LLC.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

We appreciate the opportunity to work with the City of Santa Fe and are confident that our services will enhance the efficiency, safety, and reliability of your transportation operations. Please review this proposal, and if you have any questions or require additional modifications, we are available for further discussion.

Sincerely,

Joseph "Pep" Valdes
Executive Vice President
Parking Company of America
Los Angeles, California
Office (888) 220-1282 ext.210
cell (562) 547-8468
www.parkpca.com

ATTACHMENT B

Original and Third Amendment to Agreement Between the City of Covina and PCAM, LLC for the Professional Services Agreement for Transit Operations Services.

[SEE NEXT PAGE]

CC Regular Meeting

AGENDA ITEM REPORT

■ Approved by vote 4-0, KING ABSENT ITEM NO. CC 6
□ Not approved/Denied by vote _____
□ Continued to _____
□ Adopted Resolution No. _____
□ Introduced/Adopted Ordinance No. _____

Meeting: CC Regular Meeting - Jun 21 2022

Title: Transit Operations Services – Proposed Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for Transit Operations Services for Covina Dial-A-Ride Program

Presented By: Andy Bullington, Director of Public Works

Recommendation: Authorize the City Manager to execute the attached Professional Services Agreement with PCAM, LLC (dba Parking Company of America), for Transit Operations Services for the Covina Dial-A-Ride Program, in an amount not-to-exceed $443,586 for FY 2023, $456,924 for FY 2024, and $470,574 for FY 2025, with an option for two additional one-year terms upon the mutual agreement of both parties, subject to City Council authorization.

EXECUTIVE SUMMARY:

Following the completion of a Request for Proposals (RFP) process for operation of the Covina Dial-A-Ride (DAR) Program, the paratransit service for Covina residents who are 60 years of age or older and residents who are unable to independently use public transportation systems, the Department of Public Works recommends approval of the attached Professional Services Agreement (PSA) with PCAM, LLC (dba Parking Company of America) (PCA). The proposed PSA is for a total amount not-to-exceed $1,371,084 for FY 2023 through FY 2025.

BACKGROUND:

The City of Covina operates a paratransit service, known as the Covina Dial-A-Ride Program, which is funded by Proposition A funds administered by the Los Angeles County Metropolitan Transportation Authority (Metro). The program is a shared-ride service managed by the Department of Public Works that serves Covina residents who are 60 years of age or older and residents who are unable to independently use public transportation systems. The primary function of the Dial-A-Ride Program is to provide residents with assisted transportation to and from destinations within the City limits and selected destinations outside of the City for medical and recreational purposes.

DISCUSSION:

On April 7, 2022, the Department of Public Works issued an RFP to provide Transit Operations Services in anticipation of the current agreement expiring as of June 30, 2022. The RFP was posted onto the City's website, as well as, published in the San Gabriel Valley Examiner on both April 7, 2022 and April 14, 2022. A non-mandatory pre-proposal conference was held at the Covina Public Works Yard on Tuesday, April 26, 2022 to which representatives of two firms attended. By 4:00PM on May 17, 2022, the Covina City Clerk's Office had received responses from one transit service provider – PCAM, LLC.

PCAM, LLC is currently the incumbent and has been providing Transit Operations Services for the Covina Dial-A-Ride Program since July 2017. PCAM, LLC is a 100%, certified minority-owned company with over 58 years of transportation and parking management experience, providing a wide-range of services to clients in both the public and private sectors, including but not limited to, municipalities, the healthcare industry, commercial real estate entities, hospitality industry, movie/entertainment industry, and educational institutions. In addition,

PCAM, LLC has an esteemed executive team with more than 200 combined years of industry management experience coupled with their premier personnel-training model.

PCAM, LLC has extensive experience in the provision of Transit Operations Services, including:

- Anaheim Transportation Networks
  - Description of Services: Operation of fixed route and on-demand passenger transit services for routes servicing the Anaheim Resort area, including Disneyland. Electric vehicles are operated as a part of this fleet. Approximately 70 vehicles are a part of this fleet at any given time.
  - Annual Vehicle Service Hours (VSH): Approximately 120,000
  - Annual Contract Value: Approximately $5,000,000
- City of San Fernando
  - Description of Services: Operation of on-demand, dial-a-ride, and fixed route passenger transit services. Fleet consists of 5 vehicles.
  - Annual Vehicle Service Hours (VSH): Approximately 36,000
  - Annual Contract Value: $2,584,831.54
- City of Bell Gardens
  - Description of Services: Operation of on-demand, dial-a-ride, and fixed-route passenger transit services. Fleet consists of 5 vehicles.
  - Annual Vehicle Service Hours (VSH): 68,330
  - Annual Contract Value: $3,815,395.55
- City of Cudahy
  - Description of Services: Operation of on-demand fixed-route passenger transit services. Fleet consists of 1 vehicle.
  - Annual Vehicle Service Hours (VSH): 9,687
  - Annual Contract Value: $481,181.58

The proposed PSA is for up to 7,800 VSH/year including curb-to-curb and shared ride services to Covina residents from 7:00AM to 5:30PM, Monday through Friday. No less than two vehicles shall be in service during all weekday hours (8:00AM to 5:30PM) and up to four (4) vehicles may be required during peak periods (8:00AM to 12:00PM and 1:00PM to 3:00PM). Weekend service shall be provided by one vehicle from 7:00AM to 3:00PM, Saturdays and Sundays. Moreover, PCAM, LLC will complete all necessary NTD reporting in exchange for the parking and storage of up to five (5) transportation vehicles that are in use in the performance of transit operations services.

The submitted proposal included Passio Technologies – Connect Rider software application which allows registered riders to request a trip, select pickup and drop off locations, and be added to that day's rider register. Riders can request multiple trips within the application, which allows for better planning of the rider's week, month, or year with trips in advance. Riders would be able to change their trip if they need to make updates at a touch of a button. Also, this new software application can allow mobility managers to make requests for riders who may not be able to do so or would rather have someone else secure their ride for them. Lastly, riders who utilize this application will be able to view where their driver is on a map in real-time, bringing them peace of mind and reassurance that a driver is on the way.

FISCAL IMPACT:

The fiscal impact associated with the proposed PSA with PCAM, LLC for Transit Operations Services for the Covina Dial-A-Ride (DAR) Program is a total amount not-to-exceed $1,371,084, comprised of $443,586 in FY 2022/23, $456,924 in FY 2023/24, and $470,574 in FY 2024/25, for the three-year term of the agreement, June 21, 2022 through June 30, 2025. The proposed PSA has the option for two additional one-year terms upon the

mutual consent of both parties, subject to City Council authorization, in the amount of $484,692 in FY 2025/26 (Year 4) and $499,278 in FY 2026/27 (Year 5).

	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Cost per Vehicle Service Hour	$56.87	$58.58	$60.33	$62.14	$64.01
Multiply by Estimated Vehicle Service Hours (Up To)	7,800	7,800	7,800	7,800	7,800
TOTAL COST	$443,586	$456,924	$470,574	$484,692	$499,278

Sufficient funding is included in the adopted FY 2022/23 Department of Public Works budget (account no. 2400-4350-53790), which will be funded by Proposition A funds administered by Metro. There is no General Fund impact associated with the proposed PSA for Transit Operations Services for the Covina Dial-A-Ride Program.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Professional Services Agreement for Transit Operations Services with PCAM, LLC will not result in any significant effect on the environment.

ATTACHMENTS:

Attachment A - Professional Services Agreement with PCAM, LLC (dba Parking Company of America)
Attachment B - RFP Proposal - PCAM, LLC

Respectfully submitted,

Andy Bullington
Director of Public Works

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 21, 2022 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and PCAM, LLC (dba Parking Company of America), a limited liability company ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to satisfactorily perform the transit operations services for the Covina Dial-A-Ride Program.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one-year terms. In no event shall this Agreement be extended beyond June 30, 2027.

2. **Compensation.**

A. Compensation. As full compensation for Contractor's services provided under this Agreement, City shall pay Contractor a sum not to exceed Four Hundred Forty-Three Thousand, Five Hundred and Eighty-Six Dollars ($443,586) for FY 2023, Four Hundred Fifty-Six Thousand, Nine Hundred and Twenty-Four Dollars ($456,924) for FY 2024, and Four Hundred Seventy Thousand, Five Hundred and Seventy-Four Dollars ($470,574) for FY 2025, based on vehicle service hours as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment for Fiscal Years 2023, 2024, and 2025, and optional years for Fiscal Years 2026 and 2027, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. **Contractor's Services.**

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Mario Cadenas, Vice President of Transportation (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Park VIII.A.3 (Municipal Employee and Contractor Training) and Park VIII.H.3.d (which also requires compliance with Part VIII.H.3.a and b) of the Municipal NPDES Permit No. CAS004004. Contractor's staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The Contractor shall annually certify they have received all applicable training to implement the

requirements in Part VIII.A.3 and Part VIII.H.3.d of the Municipal NPDES Permit No. CAS004004 and shall provide documentation to the City to that effect on an annual basis.

4. **Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

5. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. **Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other

information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement. Contractor shall perform the services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. **PERS Compliance and Indemnification.**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. **Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

9. **Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including the Political Reform Act (Gov. Code. § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, 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. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

10. **Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole

negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts Not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate

the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

13. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend for Cause. If Contractor violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Contractor a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of sixty (60) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Contractor fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with thirty (30) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the 31st day after the date of the written notice of termination.

B. Right to Terminate or Suspend due to Modernization. If the City chooses to modernize an elevator control system, this Agreement may be canceled with thirty (30) calendar days' written notice.

C. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

15. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement

must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:	If to Contractor:
City of Covina - Department of Public Works	Mario Cadenas
Attn: Raphael Guillen	Vice President of Transportation
Public Works Manager	Parking Company of America, LLC
125 E. College Street	3165 Garfield Ave
Covina, California 91723	Los Angeles, CA 90040

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third-Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other

breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,

a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Georgianna Nicole Alvarez

Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee

Title: City Attorney

Contractor:

PCAM, LLC (dba Parking Company of America) (PCA)

a Limited Liability Company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE

ATTACHMENT 12

OPERATIONS CONTRACT RFP COST PROPOSAL REQUIRED FORMAT

Covina Transit - Cost Proposal					
	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 1	OPTIONAL YEAR 2
	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Cost per Vehicle Service Hour	$56.87	$58.58	$60.33	$62.14	$64.01
Multiply by Estimated Vehicle Service Hours (Up To)	7,800	7,800	7,800	7,800	7,800
TOTAL COST	$443,586	$456,924	$470,574	$484,692	$499,278

EXHIBIT B
SCOPE OF SERVICES

BUSINESS PROPOSAL
TRANSPORTATION
MANAGEMENT SERVICES



Transit Operations Services
City of Covina
City of Covina Dial-a-Ride Program

Attention:
City of Covina – Office of the City Clerk
125 E. College St., Covina, CA 91723

PARKING
COMPANY OF AMERICA

Attachment B

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May 17, 2022

City of Covina
c/o Office of the City Clerk
125 E. College St.
Covina, CA 91723

To Whom it May Concern,

Parking Company of America (PCA), your transit partner since 2017, is thrilled to present a proposal to continue to manage the Dial-a-Ride transit operations for the City of Covina (the City).

Established in 1964, PCA is a **100%, certified minority-owned company** with over 58 years of transportation and parking management experience, providing a wide range of services to clients in both the public and private sectors, including but not limited to, municipalities, the healthcare industry, commercial real estate entities, hospitality industry, movie/entertainment industry, and educational institutions.

Our esteemed executive team, with more than 200 combined years of industry management experience, together with our premier personnel-training model, has distinguished PCA as an industry leader. PCA prides itself on our unparalleled customer service levels, which is evidenced by our extensive list of long-term clients (including the City of Covina) and frequent positive customer feedback. PCA's services continue to reflect our vision to become an extension of our clients' vision and mission, along with incorporating our expertise, creating the ultimate transportation experience.

Throughout the rest of this proposal response, we will revisit our introduction to the authorized individuals associated with this response, as well as a thorough summary of our qualifications, PCA's understanding of the responsibilities associated with this service request (all terms and conditions as set forth in the RFP are understood and hereby acknowledged), as well as our projected cost proposal and additional forms. PCA also acknowledges all RFP addenda (1 and 2) and agrees that this proposal is valid for a minimum period of ninety (90) calendar days subsequent to the proposal submission date

Once again, we thank you for the opportunity and look forward to receiving a positive response from the City.

Sincerely,

Mario Cadenas
Vice President of Transportation
PCAM, LLC

Proposer's Contact Information and Authorized Individuals

Corporate Headquarters

PCAM, LLC dba Parking Company of America
3165 Garfield Ave.
Los Angeles, CA 90040
(888) 220-1282 Office
(562) 245-3665 Fax
www.parkpca.com

Federal ID #: 20-2264403
Type of Entity: LLC
Year Established: 1964
Number of Employees: 1,600+
Ownership: Privately Owned / Minority Business Enterprise – Alex M. Chaves / Eric Chaves / Renee Chaves-Valdes

The individuals authorized to represent PCA regarding all matters related to this proposal are as follows:

(Primary)

Eric J. Chaves
President/Legal Counsel
3165 Garfield Ave.
Los Angeles, CA 90040
(562) 862-2118 ext. 205
echaves@parkpca.com

(Secondary)

Joseph "Pep" Valdes
Executive Vice President
3165 Garfield Ave.
Los Angeles, CA 90040
(562) 547-8468
pvaldes@parkpca.com

Mario Cadenas
VP, Transportation
3165 Garfield Ave.
Los Angeles, CA 90040
(323) 359-4442
mcadenas@parkpca.com

Introduction

Parking Company of America (PCA) has been in business over 58 years, providing transportation and parking management services to both the public and private sectors. PCA strives to be an extension of the clients we serve and provide innovative solutions and services that make the difference. PCA prides itself on our superior customer service and our never-ending mission is providing quality customer-focused service and adding value to the lives of the people we serve.

PCA is determined to succeed in carrying out a seamless transportation operation, as we understand that our services can very well influence your ridership's first and last impression of your brand and/or the clients we represent. We seek to make their transportation experience a positively memorable one so that they can focus on their experience at their chosen destination.

Within this proposal we will detail out some of our best practices which enable PCA to be operationally efficient and effective, while providing superior customer service to our ridership. Our proven internal controls make PCA a partner that you can trust with full-service transportation management services and will allow us to carry out the following property objectives, including but not limited to:

- Transportation operations.
- The ability to staff the number of operators needed for any specific line of service.
- Provide an accounting and business management infrastructure.
- Understanding and ongoing utilization of various technological methods (Scheduling, Dispatching, GPS, Fleet Tracking, etc.).

Mission Statement

PCA strives to be an extension of the clients we serve and provide innovative solutions and services that make the difference.

Vision Statement

To partner with clients, provide quality customer focused service, and add value to the lives of the people we serve. We achieve this through our core values; integrity, safety, sustainability, technology, leadership, and community service.

Our Core Values

- Integrity: We do what we say we will do.
- Safety: We have a safety-first, zero-incident culture.
- Sustainability: We are focused on a brighter tomorrow.
- Technology: We utilize state-of-the-art technology and techniques.
- Leadership: Our people are by far our greatest asset.
- Community Service: We believe deeply in supporting our community.

Corporate Philosophy

PCA adopts a simple management philosophy: **"To be an extension of the organizations we serve through constant communication with our customers and clients."** PCA's entire organization deeply values the importance of knowing its customers' needs and working diligently to consistently improve service and resolve issues quickly and effectively.

Since its founding in 1964, PCA has remained a family owned and operated business with over 1,600 employees and continues to be one of the largest privately-owned minority certified transportation companies in America. PCA operates the following service divisions:

- Transportation Management Services
- PCA Med Non-Emergency Transportation
- Fleet Maintenance
- Healthcare Industry Management
- Parking Management
- Hospitality & Hotel Parking Services

PCA is proud of its longevity in the transportation industry, the broad range of its experience, and the high standard of excellence in its operations. PCA has a strong reputation for recruiting, training, nurturing, and maintaining a highly motivated, knowledgeable, and dedicated team with special emphasis on customer service, teamwork, and integrity; all tenets that begin with the Executive Management team and pervade to all levels of the organization. The continuous growth and financial success of PCA is the natural result of this philosophy.

Technical Approach and Project Management

PCA's Transportation Division has been the fastest growing division within the company in recent years. Transportation operations began in the 1970s as the company extended service at its off-airport parking facilities to provide shuttle transportation for customers directly to their airport terminals. The company expanded its fleet each year to accommodate more customers. Today, the company secures contracts with public agencies, educational institutions, medical centers, and large private commercial enterprises for continuous fixed-route and demand-response transportation. PCA has been acknowledged consistently for the professionalism of its drivers, for on-time service, for the high quality of its fleet, and for an outstanding record of safety.

PCA believes in supporting the industries that support us. We understand that to stay abreast of industry developments like electric vehicles, clean fuels, bus design, advanced communications, computerized scheduling and dispatching, and electronic fare collection technologies, we must be involved in the professional/trade organizations that make the transportation industry an ever-changing arena. PCA is a current member of organizations such as the American Public Transportation Association (APTA), International Parking and Mobility Institute (IPMI), and the National Parking Association (NPA) among other local and regional industry organizations.

PCA's Transportation Management Services Division offers fixed-route and demand-response transportation services for many customers and clients, annually transporting 1.2 million passengers, and driving over 1 million miles each year. PCA understands that the operation of each vehicle is under the control of our operator (driver). That operator is responsible for operating the vehicle safely along the route, as well as managing passenger boarding, aligning stops along the route, and following the timetable's schedule. They may also have responsibility for managing fare payment on board, and for ensuring passenger safety and security.

PCA is confident that our knowledge of existing operations, as well as the diversity of our programs and strategies contained in our proposal, will demonstrate our understanding of the contractual undertaking of this agreement, as well as remaining keen to the importance of the successful operation of all aspects of the transportation services with the City.

Specifically relating to the operations at the City, PCA understands that service may exhibit operating fluctuations. From special events and city functions to unforeseen circumstances such as the recent COVID-19 pandemic, we at PCA acknowledge that we must be operationally ready to face anything when it comes to ensuring we are able to efficiently operate the City's unique nature of services.

In addition to the above summary, please see below, specific items related to the work plan at the City.

Recruitment and Retention

When it comes to recruitment of driving personnel, PCA's human resources department utilizes a variety of methods for recruiting. From advertising through various online resources (Indeed, Facebook, LinkedIn, Craigslist, Monster, etc.) to hosting Job Fairs and attending local or regional hiring events, PCA is continuously recruiting the "best-of-the-best" to work for our organization. In addition, we also may institute a period where we offer significant hiring or referral bonuses (subject to need and contractual cost). At the City, we intend, as we have done with many other clients, to always maintain an open level of communication to ensure staffing levels are where they need to be and that recruiting efforts are maximized.

In addition to our competitive pay structure for both our frontline staff and management teams, PCA continuously searches for ways to recognize our employees for their years of service and reward them for a job well done across a wide variety of topics or categories. We have found that doing so not only keeps morale at the highest of levels, it also leads to high percentages of retention.

PCA has been able to achieve all three of our goals — recognizing, rewarding, and retaining, as shown above — by instituting and customizing employee incentive programs (in accordance with the location's CBA) including, but not limited to:

- Employee Health, Dental, Vision
- Employee Life Insurance
- Vacation Accrual, Paid Holidays, Annual Reviews

- Attendance Bonuses
- Safety Bonuses
- Employee of the Month/Quarter/Year
- Continuing Education/Training (Conferences, Webinars, etc.)
- Flexible Scheduling

Management of the Service

Regarding how PCA proposes to manage and operate the City's DAR service, from the customer telephone reservation request to invoicing the City, it is PCA's goal to ensure that all operators are aware that although they are assigned to a specific route, that they also expected to assist with deviations from said routes or bids due to the needs of the service on any given day.

Working closely with dispatch on things such as timeline, number of expected daily rides, dedicated stops, etc., will also ensure that our management team adequately prepares assigned staff for any upcoming needs. The step-by-step process would look as follows:

- Step 1 – Dispatch receives the initial call or online reservation request.
- Step 2 – Dispatch logs the request and assigns the service request to a driver.
- Step 3 – The driver proceeds to complete the service request.
- Step 4 – PCA reconciles, bi-weekly, billable operating hours.
- Step 5 – PCA's Accounting team produces and provides an invoice with all pertinent backup reporting and documentation, in accordance with the Agreement timeline(s).

ParaPlan Dispatch System

Security Compliance Statement

Passio is dedicated to the protection of your data and your sensitive patient information. HIPAA Security Rule ParaPlan Software by Passio Technologies complies with the Administrative, Physical, and Technical safeguards of the HIPAA Security Rule, which outlines specific regulations that must be applied in order to prevent breaches in the process of the creation, sharing, storage, and disposal of ePHI. All ParaPlan data is encrypted to NIST standards at rest and in transit. Our software also complies with all major components of the HITECH/HIPAA Omnibus Rule of 2013. We are also compliant with the Family Educational Rights and Privacy Act (FERPA) that protects the privacy of student education records. Passio is dedicated to the protection of your data and your sensitive rider information

- We use Microsoft SQL Server with a non-standard port
- For our API, we use SSL and auto-expiring authentication tokens
- We utilize a single secure gateway to authenticate our users
- We support TLS 1.2 on our web apps and web APIs
- We redirect http calls to https on our web apps and web APIs
- We force SSL connections on traffic to SQL Server
- We force SSL connections on logins to SQL Server

- We encrypt all data in transit (via forcing SSL-256) and at rest (in the database)
- We provide HIPAA level auditing, creating 22 audit action groups to track user access
- Our web security is also managed by Amazon Web Services. All data flowing across the AWS global network

We ensure your data will not be used for any purpose other than use with ParaPlan software. Passio will destroy any sensitive data once it is no longer needed, nor disclose any information to others without the prior written consent of the user, as stated in our Terms of Service.

For our ParaPlan Cloud and ParaPlan Mobile clients, we use secure internet-based database hosting with Amazon EC2, a trusted cloud-based computing platform. We follow the "AWS Best Practices" to ensure compliance with the HIPAA Security Rule (national standards for the security of electronic protected health information) and the confidentiality provisions of the Patient Safety Rule (which protects identifiable information being used to analyze patient safety events and safety). We perform nightly backups of all databases using Amazon S3. We have the ability to move between servers to prevent downtime in the case of server failures. Furthermore, we do not use OpenSSL, making our servers and related infrastructure immune to related vulnerabilities.

How is sensitive client data protected from breach?

We use Microsoft SQL Server with a non-standard port. For our API, we use SSL and auto-expiring authentication tokens. With the introduction of our Cloud and iOS products, we needed a single secure gateway to authenticate ParaPlan users, so we moved to an email-based username system. When it (a hashed username & password combination) authenticates, we hand back a single session token and a key. This 'secure token' is a GUID that is active only for that user's session and can be revoked server-side. When the user makes data requests, we use that token and key to determine the local database that user's requests will be run against. ParaPlan limits access via scalable processes administered by web-based tools.

Furthermore, our REST server looks up the database credentials and constructs the data request to the SQL server, then returns the results in encrypted JSON format. Our data requests are made over HTTPS so we do not have to make special firewall rules. Since the request is submitted securely over SSL (the same standard used by financial websites), we know the connection between the client and server is safe.





Attendance / Tardiness / Backup Drivers

PCA understand that at times, things may happen that may result in a late pickup or drop off. Things such as accidents, construction, or unforeseen traffic buildup may all lead to a ride not being requested in a timely manner. While most times these issues are out of the control of the driver, PCA ensures that dispatch is continuously monitoring service and advising of detours and reroutes to ensure that the service is completed in as close to an on-time manner as possible. In the event of a delay, PCA's dispatch team also will reach out to the passenger ahead of time to advise of the delay and any updated estimated time of arrival.

Another reason that service may face a delay is due to attendance. In accordance with the collective bargaining agreement in place for our operators, PCA's staff is subject to following our corporate attendance policy, which will outline the accepted methods and timelines for items such as call-outs. All employees sign and acknowledge (during the new hire process) that they understand the policy and that they are expected to be punctual and regular in attendance. We ensure that they are all made aware that tardiness or absences can cause problems for their co-workers, management, and ultimately the location itself. PCA staff is expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. The intent of our policy is to clearly define instances and events that can be categorized as attendance violations and to present the consequence and corrective action when attendance violations occur.

The policy itself defines and prescribes corrective action for three types of attendance occurrence: 1) Call offs (2) Tardiness 3) No Call No Shows. A sample attendance policy PCA has in place is as follows:

Attendance Occurrences: For this attendance policy, an Attendance Occurrence shall be considered any situation in which the employee is not available for his/her work assignment. Each incident shall be considered a single Attendance Occurrence. Consecutive sickness days for the same illness will be counted as one (1) Attendance Occurrence. Attendance occurrence will not be issued if the employee uses accrued sick leave hours for the missed assignment. Employees who fail to report to work or fail to complete their work assignment for any reason, may be subject to disciplinary action up to and including termination. This excludes absences protected by FMLA and any other federal, state, or local laws. An Attendance Occurrence is also defined when an employee fails to complete an entire shift without authorization to leave early. "Call-offs" Employees must report each day they are absent.

All call offs must be reported at least two hours prior to the start of the employees shift. Failure to call-off two hours prior to a shift will result in a no call-no show. A "call off" is defined as not reporting to duty at the designated time and place. A call off not protected by local, state, and federal law will be considered an occurrence. Further, if an employee neglects to management with at least two (2) hours' notices prior to the start of their scheduled shift will be considered as an occurrence. Regarding tardiness, All employees are expected to report to work on time and must be ready to work at their job post by their schedules start time. If a late arrival is necessary, you must inform you manager of your late arrival at least 2 hours prior to the start of your shift. A late arrival is considered being tardy and will count as an occurrence. All occurrences become excessive on the third occurrence, and the

following corrective action will take place.

A. Step One (3rd Occurrence) — Documented Verbal Warning
B. Step Two (4th Occurrence) — Written Warning
C. Step Three (5th Occurrence) — 2nd written Warning
D. Step Four (6th occurrence)- Final Warning
E. Step Four (7th Occurrence) — Termination of Employment

As it relates to "No Call No Shows," a no call no show occurs when an employee does not report for work at their scheduled time and does not to report his/her absence to their manager/ambassador. An employee who fails to report their absence for two or more consecutive shifts will be considered a voluntary resignation. A no-call no-show will result as follows.

A. 1st Offense – Final Written Warning
B. 2nd Offense- Termination

Lastly, it is expected that all employees must clock-in and clock-out for each shift. If there is any problem recording a clock-in or clock-out, employees should inform their manager immediately. Employees who consistently fail to clock-in or clock-out may receive disciplinary action, up to and including termination.

If a vacation request is necessary, employees are expected to note the following.

- Vacation time must be scheduled at least one week in advance with proper documentation. (Using Absence Request Form.)
- The use and duration of vacation time is subject to management approval.
- PCA will make every effort to accommodate requests to schedule vacation time but reserves the right to prioritize requests based on operating needs. Absences protected by local, state, and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

Customer Satisfaction

As it relates to how PCA documents customer satisfaction, quite simply, we use the "if it is not broken, do not fix it" approach and mainly rely on survey-based forms, either online or hard copy, for customer feedback and follow up. As each location PCA operates is unique in nature, PCA tailors each survey to the needs of each individual client. Sample questions on the surveys may include, but not be limited to:

- How would you rate the service you received?
- How happy are you with the service provided?
- How likely are you to recommend this DAR service to a friend or family member?
- How easy was it to make a reservation?
- How could we improve your experience?

The results of these surveys are compiled and reported internally and subsequently shared with our clientele for review. Any feedback, positive or negative, provides an opportunity to further better our service levels and offerings.

Training and Retraining

When it comes to training and retraining our driving personnel, our Project Manager and human resources department are very hands on throughout the entire process. Specific types of training and retraining may include, but not be limited to:

- All Drivers completing a General Training Course and a Defensive Driving Course with PCA appointed certified trainer.
- General Transportation Safety procedures, detecting unsafe conditions and the use of equipment (e.g., two-way radios); incident reporting, general record keeping, and assisting elderly and disabled customers when applicable.
- Drivers' Safety
- Drivers' Maneuverability Field Test
- Ensuring safe vehicle operation in heavily congested areas.
- General Maneuverability in confined areas
- Route training (i.e., strict adherence to designated shuttle routes).

The Project Manager shall monitor and evaluate employee performance. On-site training may also require a supervisor or trainer to ride with the operators to monitor their proficiency and ability to provide additional assistance as required.

Additional training will focus on customer relations, daily vehicle safety and operational checklist items and other operational aspects as required. Drivers undergo a safety and performance test semi-annually and additional training is offered for improving general performance or as necessary for company advancement.

To maintain excellent service, PCA also requires employees to attend continued training in customer relations, operational procedures, and safety regularly as a condition of employment.

The Transportation Management team maintains files of all training records at the office performing contract support functions. All records will be made available for inspection whenever desired by City representatives.

The driver training process follows the following outline (60-80 Hours – Depending on Experience):

1. Orientation:

All employees are required to attend a formal orientation in order to ensure a high degree of courteousness and to ensure that efficient service is carried out for each project. Personal and professional characteristics such as politeness, safety, reliability, and a sense of urgency are

emphasized to employees as a key part of their job. Company training stresses repeatedly the importance of teamwork, which in transportation operations means cooperation by all employees to deliver the best service possible and the need for employees to respect and help each other at all times.

2. Review Various Vehicle Specifications:

- Charging Infrastructure
- Brakes
- Steering
- Drive train
- Suspension
- Lights
- Doors
- Seating
- Heating & air conditioning
- Emergency equipment
- Communication equipment

3. Pre- and Post-Trip Inspections:

- Proper form completion
- A standardized step-by-step inspection Process
- Follow Through when problems are identified

4. Defensive Driving:

- Explain time/distance ratios of large vehicles at various speeds
- Braking and acceleration
- Apply gradual increases in pressure according to estimated time/distance ratio
- Faster for more distance
- Slower for less distance
- Apply increases in acceleration, according to estimated time/distance ratio
- Use of mirrors and signals
- Adjust speed and handling to actual conditions during daytime or nighttime, Inclement weather (rain, snow), or Emergency conditions such as earthquake, power failure, severe storms and flooding, etc.

5. Safety and Accident Procedures:

Passenger Safety

- Verify all passengers are seated or holding handrails
- Keep passengers out of stairwells during vehicle operation

- Drive 5-10 mph below speed limit when vehicle is overcrowded
- Stop, turn off engine, and apply emergency brake immediately after the accident/incident occurs
- Approach individual(s) professionally and courteous
- Avoid raising voice
- Inform individual(s) that they must leave the vehicle and why
- Give information on filing a response to their ejection if requested
- Escort individual(s) off the bus
- Ensure other passengers remain still (seated or standing) and calm
- Call for security if individual(s) refuse cooperation

Personal Driver Safety Habits

- Start every shift rested and fed
- ABSOLUTELY no alcohol use at least 8 hours before starting shift
- ABSOLUTELY no illegal drug use at any time
- Take only appropriate dosage of prescription medication, ensure there are no adverse side effects that may effect safety-sensitive job function(s).
- Provide written authorization from physician
- Certain prescription medications disallowed (antihistamines, codeine, etc.)
- Verify driver licensing and medical cards

Traffic Rules and Regulations

- Speed limits
- Posted conditions
- Procedures during emergency conditions
- Follow directions of law enforcement or other public safety authorities as required

Accident Procedures

- Call for emergency medical assistance if any bodily injury occurs
- Notify PCA and the contracting authority if any accident occurs immediately after
- Remain accessible for interviews regarding accident
- Complete all forms, reports, or other documentation required by PCA and the contracting authority on the same day of the accident
- Driver escorted by manager for drug and alcohol testing

6. ADA Equipment and Other Assistance to Persons with Disabilities:

- Proper areas for boarding and unloading passengers in wheelchairs
- Review vehicle specs for lift-gates
- Review interior space for safe and convenient wheelchair placement
- Proper use of lifts and tie-downs

Finally, all employees shall be required to attend and satisfactorily pass any and all orientations and/or training seminars being offered by the City in relation to this service. PCA requires each of their employees to abide by and maintain the standards established by our clients for their own employees and we in turn will hold them to these standards as well.

Passenger Relations

PCA places significant emphasis on passenger relations in our driver-training program. All drivers and support personnel are trained in passenger relations using the following curriculum:

Fundamentals of Establishing Rapport with Riders

- Greet all passengers boarding with a smile and a sincere "hello," "how are you," "welcome aboard"
- Be knowledgeable of
    1. Routes...to familiarize them with the system for their needs
    2. Time...to help them use the system efficiently
    3. Destinations...to get them where they're going such as schools, shopping, hospitals, and other locales
- Engage in friendly small talk at stops
- Friendly talk is a friendly experience
- Let them appreciate good service even more
- Learn about the customer to serve them better
- Pleasant farewell
- Thank them for using the bus
- Wish them a nice day
- Get them to smile as they leave

Accommodate Needs

- Learn how to be flexible with time and apply knowledge of routes to serve customers better and to stay on time within traffic conditions.
- Anticipate and organize time to meet all special drop requests
- Review reports to determine peak hour demand
- Judge traffic level correctly
- Always remain within speed limits
- Provide physical assistance when necessary
- Assist handicapped with ADA-equipment
- Assist elderly with boarding, seating and departing as necessary

Sensitivity Training

Patience

- Know the customer and their needs
- Always retain helpful and friendly demeanor
- Do NOT let a bad day get the better of you
- Assure them you will make extra effort to help them

Good communication skills

- Listen to their needs and concerns
- Respond professional and compassionate, NEVER curt and condescending
- Take extra moment to answer questions simply and completely

Route Familiarization

- Study route and specific driving conditions
- Ride designated route with Ambassador or Trainer for up to five days
- Learn connecting destinations and other points of interest for riders

Vehicle Operations and Driving Evaluation

- Drive vehicle under controlled conditions
- Drive designated route with Ambassador or Trainer for three days
- Emergency situations including evaluation of passengers
- Receive final performance evaluation
- Review evaluation with Ambassador
- Perform additional field or written testing if needed

Incident, Accident, and Complaint Reporting Procedures

PCA implements procedures to handle all incidents, accident or events that could possibly give rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. Such procedure at a minimum will include:

- Inspection of the vehicle on a regular basis, reporting any items of disrepair, inoperative and/or irregularities to the vehicles.
- Immediately upon occurrence, report any accident, incident, or event that can result in a claim. PCA will provide a written report immediately upon occurrence.
- Keep and maintain a log of all oral and written complaints received directly from the public. Logs will contain the following information:

    1. Date
    2. Nature of complaint
    3. Copy of written complaints
    4. What and when action was taken or why no action was taken

- PCA will submit copies of complaints along with resolution within 24 hours from receipt of

the complaint to the City, utilizing software and digital platforms currently in place and accessible.

- Have 24 hour; emergency contact numbers posted in the various operating facilities.
- Be able to resolve complaints relating to employee attitude, appearance, service, application of transportation policies, and other issues concerning the day-to-day operation of the transit services.

Hazardous Conditions

PCA trains its drivers to know what constitutes unsafe road conditions and to use good judgment at operating their vehicles when such conditions occur. Accordingly, they follow these procedures:

- Drivers will notify the immediate manager or ambassador as soon as possible if any adverse road conditions or other situations exist that potentially would interrupt scheduled service or provide a safety hazard.
- The ambassador or designated representative will notify the appropriate contracting office representative or other designated authority or local Police Department.
- Schedule service will resume as soon as conditions permit.

Passenger Disturbances

Drivers are trained to address situations where vandalism, rude behavior, violence, etc. occur as part of PCA's initial and on-going employee training. Drivers will first contact their manager or ambassador and apprise them of the incident. The manager or ambassador will direct the driver in the appropriate plan of action. Above all, the safety of all of the passengers will dictate the immediate solution to the problem.

If outside assistance is needed, the manager or ambassador will coordinate the required response. Incidents and disturbances involving passengers will be documented and a copy of the report will be forwarded to the City.

Medical Assistance

PCA's drivers will immediately contact their immediate manager or ambassador upon discovery of an illness, injury, or accident involving a passenger. Ambassadors or managers will contact the appropriate authority as deemed necessary. Upon arriving at the scene, the manager or ambassador will complete a full report of the incident and submit a copy to the City as soon as possible.

Accidents

Inside all buses are incident/accident forms. Employees are instructed to fill out all required documents, properly and completely, if an accident occurs.
All drivers follow specified contract and PCA accident contact procedures and immediately contact:

- Local Security / Police Department
- Emergency fire, ambulance, or Police units
- Immediate manager or ambassador
- Contracting Client's designated representative
- PCA Corporate Office

Additionally, per federal regulations, after each incident, PCA's General Manager or ambassador(s) shall escort the employee involved in the accident (as long as there is no injury requiring medical attention) to our nearest contracted medical clinic or facility for a post-accident drug and alcohol screening.

Complaint Process

PCA understands that at times, complaints will happen. PCA regards a complaint as an expression of dissatisfaction about our organization, our staff, our partners/clients, our contracted service providers or anyone else acting on our behalf. A complaint can be received verbally, by phone, by email, via our website, or in writing.

Procedure

The PCA employee who receives an email/written/phone or in person complaint should: Write down the facts of the complaint, take the complainant's name, address and telephone number, note down the relationship of the complainant to PCA, tell the complainant that we have a complaints procedure, tell the complainant what will happen next and how long it will take. Where appropriate, PCA shall ask the complainant to send a written account via email so that the complaint is recorded in the complainant's own words.

Resolving Complaints

Stage One: The complaint will be formally acknowledged within 48 hours of receipt and will be provided to the appropriate manager for follow up. An acknowledgement will confirm who is dealing with the complaint and when the complainant can expect a reply. In many cases, a complaint is best resolved by the person responsible for the issue being complained about. If the complaint has been received by that person, they should try to do so if possible and appropriate. If it has not already been resolved, an appropriate person (Director of Operations, Vice President of Operations, etc.) will investigate and take appropriate action within 5 working days. We may ask the member of staff who dealt with the complainant to reply to the complaint. We may also ask to meet the complainant to discuss and hopefully resolve the complaint. This will be done within 5 days of the end of our investigation. At the very least, the employee in question who received the complaint shall receive a refresher training on the subject applicable to the concern. Within 2 days of that meeting we will write to the complainant to confirm what took place and any solutions agreed with you. If they do not want a meeting or it is not possible, we will send a detailed reply to the complaint. This will include suggestions for resolving the matter. This will be done within 5 days of completing our investigation.

Escalation Process

Stage Two: If the complainant feels that the problem has not been satisfactorily resolved at Stage One, they can request that the complaint is further reviewed. At this stage, the complaint will be passed to the HR Director. The request for further review will be acknowledged within 48 hours of receiving it. The acknowledgement will confirm who will deal with the case and when the complainant can expect a reply. The HR Director may investigate the facts of the case themselves or delegate a suitably senior level person to do so. This may involve reviewing the case and speaking with the person who dealt with the complaint at Stage One. If the complaint relates to a specific person, they will be informed and given a further opportunity to respond. Stage 2 complaints will receive a definitive reply within 10 working days. The decision taken at this stage is final.

Continuous Improvement

PCA monitors and reviews the effectiveness of our complaints handling process to ensure that this continuously improves and that we learn from these complaints.

Hiring & Training

PCA recruits, interviews, and evaluates in good faith all potential employees. The employment policy of PCA requires that all personnel assigned to an operation read, speak, and write English and can follow written and verbal instructions in English.

Every employee must complete an application for employment. They are required to present a valid driver's license, a copy of a current Department of Motor Vehicle individual printout (when applicable), and consent to a general background check and drug test before being hired by PCA. This background investigation includes a criminal check verifying no felony or misdemeanor during the period of the report, and a check of the individual's driving record. PCA adheres to all laws regarding background checks and works to ensure that quality personnel is provided at all times. PCA reserves the right to conduct such investigations unless the contracting authority request such policy not be implemented.

PCA continues its history of adhering to all employment laws. Moreover, PCA certifies that all employees meet citizenship or legal alien status requirements as stipulated in Federal and State statutes and regulations. The policy of PCA always has been to hire only United States citizens or individuals legally permitted to work in the US.

PCA will obtain further verification of employment eligibility status required by Federal statutes and regulations as they exist currently and as they may be amended thereafter. Additionally, PCA will maintain files pertaining to all related documentation for such employees as prescribed by law. PCA willingly assumes full responsibility for its actions in this area.

Comprehensive employee training assures that all 1,600+ of PCA employees are skilled in customer service, safety protocol, and job skills. PCA regularly conducts employee trainings and refresher courses to ensure PCA employees conduct their job duties with the utmost skill, unparalleled customer service, and up-to-date technological advancements. Employees are well versed in Safely Surrendered

Baby Law, sexual harassment & sensitivity conduct, cultural sensitivity, OSHA safety requirements, customer service, safe driving skills, computer skills including email, and PARCS, PCI, & EMV systems.

Company Orientation & Training

- Company Employee manual distributed and explained (56 pages in length)
- Customer relations training
- Safety Procedures of Location (specific to each individual location)
- Harassment Prevention training
- Understanding and completing reports
- Passenger relations: general service, accommodate special needs, sensitivity training
- Safety (video and lecture): review vehicle specs, defensive driving, ADA-equipment, passenger safety, driver safety, traffic laws and regulations
- Understanding and completing reports
- Proficiency Testing (where applicable)
- Assignment
- Training: Equipment used, record keeping, cash management procedures, deposits, and ticket transactions.

On-Going Training

- Monthly safety meetings (sample topics include avoiding slips and falls, heat exhaustion and heatstroke, and other safety protocols and best practices)
- Questions from employees
- Open forum for employees and managers to discuss productivity improvement

Evaluation

- 6-month probationary period for new hires measuring overall efficiency based on all of the criteria above
- Annual evaluation of all employees by General manager encompassing Efficiency, Safety, Customer Relations, and Attendance

Specialized Training (when and where applicable)

- HIPAA
- EMTALA
- Emergency Response
- SIMS – Health and Safety Annual Review
- ADA Procedures
- Route Map Training
- DOT & CHP Compliance
- Pre-Trip Inspections

- Road Safety Training – Behind the Wheel
- Wheelchair and Lift Procedures
- Defensive Driving

Customer Service Training

PCA understands that the transportation operations at the city are such that they require a considerable amount of interaction with the public. As such, PCA has identified programs that it uses as a certification process for our Project Managers (and any other preferred management team members) to utilize when training all new hires and re-training for any follow up measures (customer complaints, concerns, etc.).

These interactive programs take our designated management staff through a detailed process for resolving customer complaints and handling each customer's needs, no matter how challenging or how different the environment may be.

Our PCA managers learn how to stay professional in emotional situations, beyond basic telephone courtesy and follow a consistent process to resolve complaints, conflicts, and emergency situations (emergency response, facility lockdowns [infant abductions, earthquake, etc.]). Most importantly, they are trained to discover how to truly engage customers and build enduring relationships. This valuable information can then be utilized to train and retrain staff on an as-needed basis.
PCA understands completely that the details of customer service can make all the difference, especially in a parking or transportation operation, as we are generally the first and last points of contact for a facility's visitor, employee, guest, etc. Following the proven guidelines as outlined in our programs will ensure that, at the end of the day, your customer's emotional and practical needs are not only met but exceeded. Each issue solved will be with a positive, helpful attitude and done so in a manner meant to strengthen the relationship with our customers.

Disciplinary Program

For operations at the City, all operating personnel shall be subject to the Terms and Conditions as set forth in this proposal and the PCA employee handbook, unless otherwise superseded by location's CBA.

Company Leave Policies

PCA's personnel policies and procedures regarding reimbursement for sick leave; holiday and vacation pay; wage scales; overtime policy; and family leave are all addressed within our company employee handbook, unless otherwise superseded by the location's CBA. PCA's personnel policies are at all times 100% in conformance with all applicable State and Federal laws.

Drug and Alcohol Testing Program

PCA is audited by LPM Consulting, Inc. due to PCA being an FTA sub-grantee under the Los Angeles County Metropolitan Transportation Authority (LACMTA) Pass-through Program. Our goal is to

ensure that we are always in compliance with the federal drug and alcohol testing rules -- 49 CFR Part 40, as amended (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations).

All prospective transportation and safety sensitive employees are required to undergo a pre-employment drug and alcohol test. Any new hire must have a verified negative test before performing any behind-the-wheel or safety sensitive functions. The new hire is also subject to receiving additional substance abuse training sessions, dependent upon employee's assigned location and/or any federal requirements. Documentation of when safety sensitive functions begin will be documented and filed as well as the release of information form. All employees conducting safety-sensitive job functions are placed on the random drug testing pool which is completed quarterly.

PCA is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job
- Driving a Company vehicle while under the influence of alcohol
- Distribution, sale, or purchase of an illegal or controlled substance while on the job

Violation of these rules and standards of conduct will not be tolerated. PCA also may bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, PCA reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on PCA. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a manager or ambassador of such use immediately before starting or resuming work.

PCA will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose

performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

*Substance Abuse program can be provided upon request.

Operating Policies and Safety Procedures

PCA's Transportation Safety Program establishes guidelines and procedures to be followed to protect the safety of individuals operating any motor vehicle on company business. Protecting the employee drivers, their passengers, and the public is of the highest priority to the Company.

The commitment of management and employees is critical to the success of this program. Clear communication and strict adherence to the program's guidelines and procedures are essential.

PCA has an exemplary record of safety. PCA requires managers, drivers, and ambassadors to know and follow local, state, and federal safety procedures. Moreover, drivers and maintenance crews are required to attend on- going safety courses periodically to remain current on new standards and to ensure maximum safety consistently.

PCA drivers recognize their primary responsibility at all times is the safety of their passengers and to ensure the orderly conduct of all passengers who ride our buses. They will not transport any individual or group of individuals at any time if they believe that doing so threatens the health and/or safety of passengers and themselves. If such an incident occurs, the driver will report it to their immediate manager or ambassador who will notify the appropriate contract representative.

PCA's Transportation Safety Program establishes guidelines and procedures to be followed to protect the safety of individuals operating any motor vehicle on company business. Protecting the employee drivers, their passengers, and the general public is of the highest priority to the Company.

The commitment of management and employees is critical to the success of this program. Clear communication of and strict adherence to the program's guidelines and procedures are essential.

The following outline states the scope and details of the PCA Transportation Safety Program.

1. Applicability and Scope:

- All PCA employees and individuals work with PCA
- General guidelines for managers, ambassadors, and employees to establish minimum standards

- PCA does not delegate safety to subordinates; every member of management is active in enforcing safety standards
- PCA encourages employees to submit recommendations to their immediate ambassador or manager for additions, modifications, or deletions in the safety program for action by upper management

2. General:

- Every member of PCA is committed to the safety program
- PCA trains managers and ambassadors to make safety an integral part of their daily responsibilities
- All employees understand adherence to safety standards contributes to their growth within the company

3. Corporate Safety Policy:

- Safety is the most important goal of the company
- All employees must make every effort to reduce the possibility of accidents or other undesirable incidents
- PCA shall meet or exceed all local, state, and federal (OSHA) safety laws and regulations, which is emphasized during training of new employees and reviewed regularly by managers to employees as standards change
- PCA provides its employees up-to-date protective equipment (masks, gloves, face shields, safety vests, etc.) to prevent injury/illness on the job. Depending on location, these protective supplies may be required to wear at all times while on the job.

4. Safety Organization:

Responsibilities of Supervisors (Ambassadors) and Managers

- Fulfill safety responsibilities by teaching, counseling, and advising
- Provide safety appraisals periodically, particularly after installation of new machinery or relocation of existing equipment
- Report any unsafe or hazardous conditions in writing to upper management with recommendations for improvement (if possible)
- Promote and maintain on-going safety education program to create safety awareness at all levels of the organization
- Prepare instructional material on safety
- Keep up to date with new methods of safety, accident, and health hazard prevention
- Regularly inspect work place for hazards

Responsibilities of Upper Management

- Reiterate and demonstrate to all employees that safety is the highest priority
- Ensure middle to lower management perform their safety responsibilities properly
- Coordinate and enforce the safety program
- Assist in inspecting the workplace for hazards

5. Safety Training:

Employees receive a "safety briefing" on the first day in their position, which includes:

- Encouraging questions as they learn and face new situations
- Explaining job duties in terms the individual can understand
- Demonstrating all precautions and safe work practices for each job and explaining their importance
- Explaining the need for protective equipment and dangers of not wearing it
- Test the employee to verify he/she understands safety instructions and use of equipment

Additional lessons may include use of:

- Fire extinguisher
- Lifting and moving heavy objects
- First-aid
- Cardiopulmonary resuscitation
- Natural disaster emergency procedures

PCA will periodically conduct unannounced checks on employees to verify safety preparedness and will schedule follow-up training sessions to foster honest dialogue among ambassadors, managers, and workers.

6. Safety Inspections:

- Employees are subject to safety inspections at any time

Unsafe acts noted on an inspection include, but not limited to:

- Operating equipment without authority or sufficient training
- Using equipment or tools in an unsafe manner
- Operating vehicles at unsafe speeds
- Operating defective equipment
- Making safety devices inoperative
- Failing to use personal protective equipment

- Unsafe lifting
- Adjusting, cleaning, or oiling machinery in motion

Unsafe conditions noted on an inspection include, but not limited to:

- Unsafe designs or construction of equipment
- Defective tools or equipment
- Poor housekeeping at the work site
- Inadequately safeguarded or unguarded equipment
- Inadequate illumination or ventilation

Communication with workers during inspections:

- Monthly Safety Meetings
- On-going training

7. Accident Investigation:

Accident investigations identify causes to prevent future mishaps, examining:

- Mechanical improvement
- Better supervision
- Improved employee training

Accident investigations improve awareness of ambassadors, managers, and employees:

- At the work site specifically
- Directs attention to accident prevention generally
- All employees learn more about the causes of accidents by investigating accidents
- Ensures that every accident must be reported, major or minor, immediately upon occurrence

Investigators must be sensitive to individual(s) involved and ensure their cooperation:

- Limit employee fear of reprimand or termination
- Purpose of investigation is to learn the facts to prevent future accidents

Investigation techniques use the following guidelines:

- Interview witnesses promptly and individually
- Reassure witness of the investigation's purpose
- Obtain the witness's version with minimal interruption
- Direct specific questions to clarify the witness's account

1. Where did the accident occur?
2. What is the injured worker's job?
3. Was the injured worker physically capable and did he/she have sufficient experience to perform the work?
4. What task was being performed when the accident occurred?
5. What happened?
6. Can more information be provided on the location of the accident?
7. What were the conditions at the time of the accident?
8. What were the physical conditions of the worker's surroundings?
9. What was the worker doing immediately preceding the accident?
10. Describe any circumstances that might have precipitated the accident?
11. Describe the accident or incident, such as "struck by," "caught between," etc.
12. What other elements may have contributed to the accident?
13. How can future accidents of this type be prevented?

8. Hearing Protection:

- PCA provides protective hearing equipment at work sites where sound levels exceed limits prescribed by local, state, and federal law.
- Upgrade protective hearing devices as better products enter the market

9. Medical Evaluation / Diagnosis:

- PCA conducts pre-employment medical examinations to detect pre-existing medical conditions that may lead to unexpected physical problems
- PCA advises female employees if fetal hazards exist (e.g., arsenic or lead fumes) to prevent pregnancy problems

10. Emergency Operations Plan

- Ambassadors, drivers, managers, and support personnel remain calm and focused on the primary responsibility: safety for their passengers and themselves.
- Depending on the nature of the emergency – earthquake, severe storm, vehicle breakdown, equipment failure, civil disturbance – drivers either cease operating the vehicle immediately, if they determine that continuing operation is a risk of injury or death, or they must contact their manager or ambassador to assess their situation and to receive guidance on how to proceed.
- Ambassadors communicate immediately with the General Manager, Safety Manager, and all drivers in the field regarding the nature of the emergency. Managers or ambassadors shall notify a representative of the contracting authority or local police. They shall authorize drivers to cease operating immediately and await assistance or further instruction, or to return to their point of departure, or to continue their run on an alternate route.
- PCA instructs all personnel to follow the instructions of police, fire, or any authorized official responsible for maintaining safety and order in an emergency.

Such official instructions supersede any instructions given by the General Manager or ambassadors.

- If PCA or civil authorities request that vehicles cease operation, drivers provide assistance to their passengers for alternative transportation as may be possible. If emergency is due to vehicle breakdown or equipment failure, a spare vehicle will be provided as needed.
- Expected maximum time until a spare vehicle to arrive for emergency situations is up to 30mins.
- General Managers, ambassadors, and drivers complete reports regarding the status of the emergency, injuries (if any) to passengers or personnel, and damage (if any) to the vehicles.
- Scheduled service resumes as soon as conditions permit.
- After the emergency, members of PCA corporate management and management of the Transportation Division evaluate the Company's response to the emergency, revise policies if necessary, and provide a detailed report of its actions during the event if requested by a contracting authority.

Staffing, Qualifications, and References

References

PCA is pleased to present up to five (5) references of transit projects similar in scope to that at the City of Covina. Please see below.

City of Covina

125 E. College St.
Covina, CA 91723
Mr. Raphael Guillen
Transportation Analyst
626-384-5523
rguillen@covinaca.org

Contract Date: 7/2017 - Present

Description of Services: Operation of on-demand, dial-a-ride passenger transit services for this City of Covina and approved surrounding areas. 5 vehicles are a part of this fleet.

Annual Vehicle Service Hours (VSH): 37,740

Annual Contract Value: $2,025,430.00

Anaheim Transportation Network

1354 S. Anaheim Blvd.
Anaheim, CA 92805
Ms. Diana Kotler
Executive Director
714-563-5287
dkotler@atnetwork.org

Contract Date: 3/2019 - Present

Description of Services: Operation of fixed route and on-demand passenger transit services for routes servicing the Anaheim Resort area, including Disneyland. Electric vehicles are operated as a part of this fleet. Approximately 70 vehicles are a part of this fleet at any given time.

Annual Vehicle Service Hours (VSH): Approximately 120,000

Annual Contract Value: Approximately $5,000,000.00

City of San Fernando

117 Macneil St.
San Fernando, CA 91340
Mr. Kenneth Jones
Management Analyst
818-898-1240
kjones@sfcity.org

Contract Date: 7/2016 - Present

Description of Services: Operation of on-demand, dial-a-ride and fixed-route passenger transit services for this City of San Fernando. This fleet consists of 5 vehicles.

Annual Vehicle Service Hours (VSH): Approximately 36,000 Annually

Annual Contract Value: $2,584,831.54

City of Bell Gardens

8327 S. Garfield Ave.
Bell Gardens, CA 90201
Grissel Chavez
Director of Public Works
gchavez@bellgardens.org
(562) 806-7770

Contract Date: 9/17/2018 - Present

Description of Services: Operation of on-demand, dial-a-ride and fixed-route passenger transit services for this City of Bell Gardens. This fleet consists of 5 vehicles.

Annual Vehicle Service Hours (VSH): 68,330

Annual Contract Value: $3,815,395.55

City of Cudahy

Victor Maria Santiago
Parks and Recreation Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Office: 323.773.5143 ext. 232
Direct: 323.282-5625
Fax: 323.282.5625

Contract Date: 2/07/2012 - Present

Description of Services: Operation of on- fixed-route passenger transit services for this City of Cudahy. This fleet consists of 1 vehicle.

Annual Vehicle Service Hours (VSH): 9687

Annual Contract Value: $481,181.58

Project Oversight and Administration Staffing

PCA understands that it is the City's preference to have key personnel identified that is able to work together successfully as a team, meeting challenges as well as various needs and demands as they present themselves. It is our goal at PCA to continue to staff a team that fits this description and remain one that shall remain intact during the duration of the Agreement. One of the advantages faced if you chose to contract with PCA is that there would be no need for a phase of transition of services, we would remain staffed with current incumbent team members. We understand that there is no substitute for experience and familiarity, and we remain open to all ways to provide the best possible method of accomplishing this goal (albeit while remaining subject to our ongoing employment qualifications). The ability to seamlessly continue operations with incumbent staff, coupled with our well-established team, will ensure there are no obstacles to meeting service demands, and no potential for staffing to look elsewhere for employment if a change was to be made.

If and when PCA is awarded the Agreement, we shall draft and present a transition plan in the event there are proposed changes in key personnel that would occur prior to the effective date of the new

Agreement, including any subcontractors.

Please see the following projected organizational chart for PCA regarding the operations at the City:

Alex Martin Chaves – CEO

Eric Chaves – President/Legal Counsel

Renee Valdes – Executive Vice President

Joseph "Pep" Valdes – Executive Vice President

Suzie Cooley – Sr. Vice President

Aaron Chaves – Vice President of Operations

Mario Cadenas – Vice President of Transportation

Eddie Flores – Safety and Training Manager

Lorena DeLeon – Sr. Transportation Manager

Carlos Herrera – Project Manager

Hiring Practices

As outlined in the prior section(s), we feel that we would have a distinct advantage when it comes to the hiring of new and retaining of current personnel. At PCA, we know that hiring and retaining personnel is not always tied simply to recruiting efforts, but more so how the employees feel that they are being treated individually and collectively. At PCA, we truly believe in developing a culture that our current employees can respect and admire, as well reference when speaking about their experiences with a new hire.

COVID-19

BUSINESS CONTINUITY PLAN

PCAM, LLC (dba Parking Company of America or PCA) has developed and continues to update our Business Continuity Plan (BCP), aimed at summarizing our response to the Coronavirus (COVID-19) outbreak and also to outline the latest actions taken by PCA to protect our stakeholders, including employees, suppliers, vendors, and client contacts.

PCA has an executive level task force monitoring and guiding policy and practice decisions for the company on a daily basis.

GENERAL DIRECTIVES

To ensure that PCA addresses the risks associated with COVID-19, the following minimum measures will be undertaken:

- We are keeping in communication with all stakeholders (employees, suppliers, clients etc.) regarding location updates, staffing needs and/or changes, or any other news related directly to our operations.
- PCA has dedicated regional managers and supervisors that are in constant and direct communication with our various facility managers and frontline employees. As it relates to any COVID-19 specific communications, our management team as well as our Human Resources department is on standby and ready to assist whenever needed.
- PCA continues to monitor local, state, and federal government and industry updates, including disease progression and variants, CDC and WHO responses, supplier and supply chain risks, and prevention and containment measures.
- Communicated health expert recommended best practice personal hygiene and health practices (social distancing of six feet, wearing masks or similar facial coverings, washing hands, sanitization, etc.). Formal flyers have been distributed and posted at each of our sites for additional awareness.
- We have implemented corporate employee travel restrictions and are restricting any employees knowingly having traveled to or through any restricted countries from entry into any Company facility for a minimum of 14 days from date of notification.
- PCA has informed its managers that if any of their team members has even the slightest symptoms (e.g. cough, fever, difficulty breathing), they are to be asked to go home, in a discreet manner; we do not want to make anyone feel uncomfortable. This is a pandemic outbreak; it is not anyone's fault if they get infected, however, we do need to minimize the risk. If these actions are taken, management, and staff, has been advised to contact PCA HR as soon as possible for follow up instruction.
- PCA has developed protocols to manage potential staffing shortages due to the potential onset of an infected team member. Utilizing cross-trained managers, on-call staffing, and various resources from other regional PCA accounts, PCA has ensured our stakeholders that at no time will operations be interrupted, and business will maintain seamlessly.
- PCA has developed a method of providing notification of affected persons and has required self-quarantine for known contacts with confirmed COVID-19 cases.

Commitment to Diversity

PCAM, LLC Diversity, Equity, and Inclusion Policy

PCAM, LLC dba Parking Company of America (PCA) is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. As a service provider to many different industries (Healthcare, Hospitality, Commercial, Entertainment, Municipal, etc.), our human capital is the most valuable asset that we have at PCA. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that

our employees invest in their day-to-day work represents a significant part of not only our culture, but the reputation and overall achievement of PCA as well.
PCA is a California-recognized Minority Business Enterprise (MBE) ourselves and as such, we recognize and realize the importance of embracing and encouraging our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and/or other characteristics, as that is what makes our employees unique.

PCA's corporate diversity initiatives are applicable, but not limited to; our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a professional work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of Parking Company of America always maintain a responsibility to treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to complete periodic diversity awareness training to enhance their knowledge and to fulfill this responsibility.

Employees who believe they have been subjected to any kind of discrimination that conflicts with PCA's diversity policy and initiatives should promptly seek assistance from their immediate manager and/or an HR representative. Any PCA employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Title VI

Please see below PCAM, LLC Title VI documentation. Upon hire, every new employee, as a part of their onboarding and orientation, is provided with training on Title VII (which encompasses Title VI) and each employee that is subject to working under a location covered by Title VI is provided with a copy of the attached paperwork for review and to keep on file.

Title VI Compliance

PCAM, LLC is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of

1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that PCAM, LLC furnishes, on the basis of race, color or national origin.

In addition, the frequency of service, age and quality of PCAM, LLC vehicles assigned to routes, quality of PCAM, LLC bus stops, and location of routes will not be determined on the basis of race, color or national origin.

How do I file a Title VI complaint?

If you have been excluded from, denied the benefits of, or been subjected to discrimination on the basis of race, color, or national origin, you may file a written complaint with PCAM, LLC. Federal law requires that complaints be filed within one-hundred eighty (180) calendar days of the alleged incident.

The Title VI Complaint Form may be requested from PCAM, LLC Customer Service at (888) 220-1282. The Complaint Form is also available for pick-up at the Department of Transportation, 3165 Garfield Avenue Commerce CA 90040. The complaint form should include the following information:

1. Complainants name, address, and contact information (i.e. telephone number, email address, etc.)
2. Description of how, when, where, and why you believe you were discriminated against. Include the location, names, and contact information of any witnesses

The completed form must be returned to:

PCAM, LLC
Attn: Title VI Complaints
3165 Garfield Avenue Commerce, CA 90040
(888) 220-1282

In addition to the Title VI complaint process at PCAM LLC, a complainant may file the Title VI complaint with the:

U.S. Department of Transportation
Federal Transit Administration Office of Civil Rights
Attention: Complaint Team East Building, 5th Floor – TCR 1200 New Jersey Avenue, SE
Washington, DC 20590

Complainants may also file a Title VI complaint with an external entity such as the Department of Justice, other Federal or State agency, or a Federal or State court. However, should a complaint e filed with PCAM, LLC and an external entity simultaneously, the external complaint will supersede the PCAM, LLC complaint and PCAM, LLC's complaint procedures will be suspended pending the external entity's findings.

Who can file a complaint?

Any person who believes they have been excluded from, denied the benefits of, or been subjected to discrimination on the basis of race, color, or national origin, may file a written complaint with PCAM, LLC.

Federal law requires that complaints be filed within one-hundred eighty (180) calendar days of the alleged incident.

What happens to my complaint to PCAM, LLC?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by PCAM, LLC will be recorded.

Company staff will forward the Title VI complaint to the Title VI Coordinator and will provide appropriate assistance to complainants, including persons with disabilities, or who are limited in their ability to communicate in English.

In instances where additional information is needed for assessment or investigation of the complainant, PCAM, LLC will contact the complainant within fifteen (15) working days. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the complainant.

PCAM, LLC will investigate the complaint and prepare a response subject to review by the PCAM LLC's Director of Transportation. If appropriate, PCAM, LLC may administratively close the complaint and advise the complainant of his/her right to file a complaint externally.

The complainant also will be advised of his/her rights to appeal the response to Federal and State authorities as appropriate. PCAM, LLC will make every effort to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint, unless a complaint is filed with PCAM, LLC and an external entity simultaneously as noted previously.

How will I be notified of the outcome?

PCAM, LLC will send a final written response to the complainant and advise the complainant of his or her right to file a complaint externally. PCAM, LLC will use its best efforts to respond to Title VI complaints within 60 workdays of its receipt of such complaints.

An outcome letter will be forwarded after the investigation is completed. Parties will have 14 calendar days from the date of the outcome letter to appeal

TITLE VI COMPLAINT FORM

PCAM, LLC is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended.

No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that PCAM, LLC furnishes, on the basis of race, color, or national origin. If you believe you have been discriminated against, you may file a signed written complaint within 180 days from the date of the alleged discrimination.

The Title VI Complaint Form may be requested from:

PCAM, LLC
Attn: Customer Service
(888) 220-1282.

The Title VI Complaint Form is also available for pickup at PCAM, LLC's corporate office, located at:

3165 Garfield Avenue
Commerce, CA 90040.

The completed form must be returned to:

PCAM, LLC
Attn: Director of Transportation
3165 Garfield Avenue
Commerce, CA 90040.

Your Name:_____
Street Address, City, State, Zip Code:_____
Telephone Number: _____
Name of person discriminated against (if someone other than complainant): _____
Street Address, City, State, Zip Code:_____
Date of Incident: _____

Please describe the alleged discrimination incident. Provide the names and title of all PCAM, LLC employees involved if available. Explain what happened and whom you believe was responsible.

_____
_____
_____
_____
_____

Have you filed a complaint with any other Federal, State, or local agencies? (Circle one) Yes / No

If so, please complete information below.
Agency: _____
Contact Name:_____

Street Address, City, State, Zip Code: _____
Phone: _____

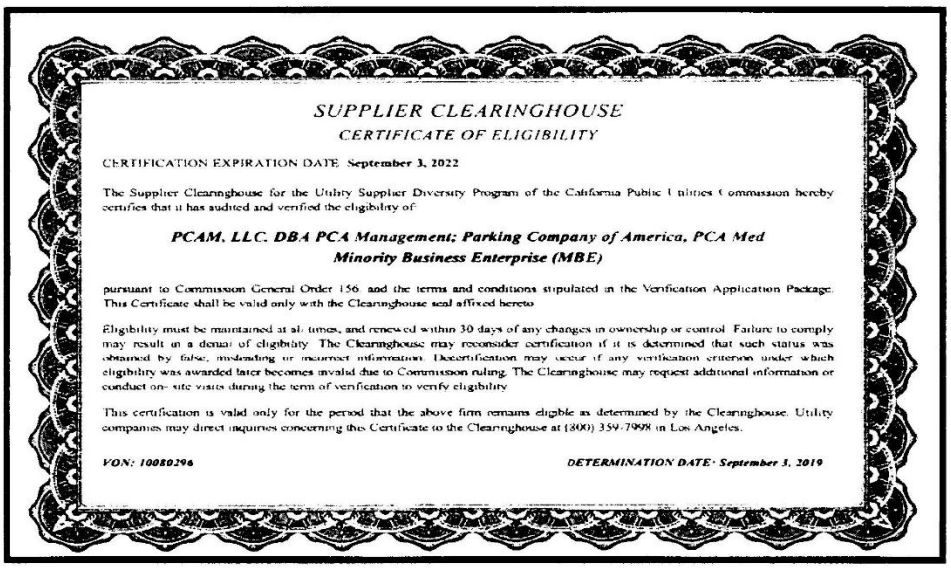
I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Complainant Signature: _____

Date: _____

MBE Certification

PCA is happy to inform the City that we are a 100% Minority-Owned business and carry an MBE Certification. Please see below copy of current certification.



SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 3, 2022**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

PCAM, LLC. DBA PCA Management; Parking Company of America, PCA Med
Minority Business Enterprise (MBE)

pursuant to Commission General Order 156 and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 10080296 ***DETERMINATION DATE: September 3, 2019***

ATTACHMENT 3

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (primary proposer), certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4) Have not within a three-year period preceding the application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

_____
Signature of Applicant's Attorney

_____
Date

ATTACIIMENT 4

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPERNSION, AND THER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-tier Participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4) Have not within a three-year period preceding the application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Lower-tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

_____
Signature of Applicant's Attorney

_____
Date

ATTACHMENT 5

CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that,

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

2. If any funds other than the federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Standard Form LLL can be downloaded from: www.eca.state.gov/files/bureau/sflll.pdf

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 17 day of May, 2022

Company Name: PCAM, LLC

By (signature of company official here)

Name and title of company official

Eric Chaves, President

55

ATTACHMENT 6

BUY AMERICA CERTIFICATE

The proposer hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

Date: 5/17/22

Signature

PCAM, LLC

Company Name

President

Title

Or

Certificate of Non-Compliance with Section 165(a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7

Date: _____

Signature

Company Name

Title

ATTACHMENT 12

OPERATIONS CONTRACT RFP COST PROPOSAL REQUIRED FORMAT

Covina Transit - Cost Proposal					
	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 1	OPTIONAL YEAR 2
	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Cost per Vehicle Service Hour	$56.87	$58.58	$60.33	$62.14	$64.01
Multiply by Estimated Vehicle Service Hours (Up To)	7,800	7,800	7,800	7,800	7,800
TOTAL COST	$443,586	$456,924	$470,574	$484,692	$499,278

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Global Risk Management Practice
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	PHONE (A/C, No, Ext): 818-539-2300 FAX (A/C, No): 818-539-2301 E-MAIL ADDRESS: certrequests@ajg.com
License#: 0726293	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED PCAMLLC-01	INSURER A : Everest National Insurance Company 10120
PCAM LLC dba Parking Company of America Management 3165 Garfield Avenue Commerce, CA 90040	INSURER B : Everest Indemnity Insurance Company 10851 INSURER C : Everest Premier Insurance Company 16045 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 457583204 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	RM1GL00020-211	8/31/2021	2/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $250,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	RM1CA00015-211	8/31/2021	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 2,000,000 $ $ $ $ 250,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XC2CU00030-211	8/31/2021	2/28/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RM1WC00057-221	4/24/2022	4/24/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$250,000 DED $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Auto Physical Damage & Garage Keepers Legal Liability	Y		RM1CA00016-211	8/31/2021	2/28/2023		$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Covina, its officers, officials, employees and volunteers are named as Additional Insureds on GL and Auto per attached. GL on Primary & Non-Contributory Basis with Waiver of Subrogation and 30 Day Notice of Cancellation per attached. Waiver of Subrogation and 30 Day Notice of Cancellation on Auto per attached. Waiver of Subrogation and 30 Day Notice of Cancellation on Workers Comp per attached.

CERTIFICATE HOLDER

City of Covina
125 E College St
Covina CA 91723
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __2___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	All Operations

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/24/22 Policy No. RM1WC00057221 Endorsement No.
Insured PCAM LLC Insurance Company Everest Premier Insurance Company

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/24/22 Policy No. RM1WC00057221 Endorsement No. Premium
Insured PCAM LLC

Insurance Company Everest Premier Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Business Auto Coverage Form.

Coverage Applicable	Enhancement
Subsidiaries As Insureds	Broadened
Newly Acquired Organizations As Insureds	Broadened
Blanket Additional Insureds	Broadened
Employees As Insureds (Non-Ownership)	Broadened
Supplementary Payments – Bail Bonds	$3,000 Limit
Supplementary Payments – Loss Of Earnings	$1,000 per day
Fellow Employee Bodily Injury	Broadened
Towing Coverage – All Covered Autos	Broadened
Glass Breakage Coverage – Waiver of Deductible	Broadened
Loss of Use Expenses	$50 per day $1,000 Limit
Stolen Vehicle Extra Expense	Broadened
Airbag Discharge	Broadened
Electronic Equipment (Permanently Installed)	Broadened
Single Deductible Provision	Broadened
Notice To Company	Broadened
Blanket Waiver Of Subrogation	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Bodily Injury Includes Mental Anguish	Broadened
Coverage Territory Extension - Mexico	Broadened

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A. Who Is An Insured

The following is added to Paragraph **A.1.** of **Section II – Covered Autos Liability Coverage**:

d. Any:

(1) Subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

(2) Organization you newly acquire or form, and over which you maintain majority interest.

The coverage afforded by this provision:

(a) Is effective on the acquisition date, and is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization; and

(c) Does not include any newly acquired or formed organization that is:

(i) A joint venture or partnership; or

(ii) An "insured" under any other automobile liability policy or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

e. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

(1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

(2) Is executed after the date of loss.

Paragraph **e.(2)** does not apply if:

(1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

(2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

f. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

B. Coverage Extensions - Supplementary Payments

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

C. Fellow Employee

The following exception is added to exclusion **5. Fellow Employee** under paragraph **B. Exclusions** of **Section II – Covered Autos Liability Coverage:**

This exclusion does not apply if the "bodily injury" results from the use of a "covered auto" you own or hire. The coverage provided under this exception is excess over any other collectible insurance.

D. Towing

Paragraph **A.2.** of **Section III – Physical Damage Coverage** is replaced by the following:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto". If the auto is not a private passenger type, a $250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "auto", the most we will pay under this coverage is $1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

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E. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following is added to Paragraph **A.3.** of **Section III – Physical Damage Coverage:**

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be $100 unless a lower deductible is shown in the Declarations applicable to this coverage.

F. Loss Of Use Expenses

Paragraph **A.4.b.** of **Section III – Physical Damage Coverage** is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,000.

G. Extra Expense – Stolen Vehicle

The following is added to Paragraph **A.4.** of **Section III – Physical Damage Coverage:**

c. Stolen Vehicle

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to you.

H. Airbag Coverage

The following exception is added to Paragraph **B.3.a.** of **Section III – Physical Damage Coverage:**

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and is excess over any warranty specifically designed to provide this coverage.

I. Electronic Equipment Coverage

Section III – Physical Damage Coverage is amended as follows:

1. The sublimit in Paragraph **C.1.b.** of the Limit Of Insurance Provision is increased to $3,000.
2. No Physical Damage Coverage deductible applies to the first $3,000 of "loss" to electronic equipment described in Paragraph **C.1.b.** of the Limit Of Insurance Provision.

J. Single Deductible Provision

The following is added to Paragraph **D.** of **Section III – Physical Damage Coverage:**

If a Comprehensive or Specified Causes of Loss Coverage "loss" from "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident", if the cause of the loss is covered for those vehicles.

This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us to you, only the highest deductible applicable to those coverages will be applied to the "accident".

K. Notice To Company

Paragraph **A.2.** of **Section IV – Business Auto Conditions** is amended as follows:

1. With respect to notification requirements, your obligation under Paragraph **A.2.a.** applies only when the "accident" or "loss" is known to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership;
   c. A member, if you are a joint venture or limited liability company; or
   d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.
2. With respect to the requirements pertaining to you providing us with document concerning a claim or "suit", your obligation under Paragraph **A.2.b.** will not be considered breached unless the breach occurs after such claim or "suit" is known to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership;
   c. A member, if you are a joint venture or limited liability company; or

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d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

L. Blanket Waiver Of Subrogation

The following is added to Paragraph **A.5.** of **Section IV – Business Auto Conditions:**

a. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" that is:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "accident" or "loss", or executed after the "accident" or "loss" if:

(a) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

(b) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

b. We hereby waive any right of subrogation against any of your officers, directors or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading or unloading of a non-owned "auto". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director or employee.

M. Unintentional Failure To Disclose Hazards

The following is added to Paragraph **B.2.** of **Section IV – Business Auto Conditions:**

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

N. Bodily Injury Includes Mental Anguish

Paragraph **C.** of **Section V – Definitions** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

O. Mexico Coverage

The coverage provided by this policy for covered "autos" you own or lease on a long term basis without drivers are extended to "accidents" or "losses" occurring in Mexico if:

1. The covered "auto" is in Mexico for a period not exceeding 10 days; and
2. The covered "auto" is principally garaged and used in the United States; and
3. The driver of the covered "auto" does not reside in Mexico;

For Liability Coverage to apply to "accidents" occurring in Mexico, the following must also apply:

1. Valid and collectible auto liability insurance for the covered "auto" has been purchased from a licensed Mexican Insurance Company and is in force at the time of the "accident"; and
2. The original "suit" for damages is brought within the United States.

For "losses" payable under Physical Damage Coverage this additional restriction applies:

We will pay "losses" under Physical Damage Coverage in the United States, not in Mexico. If the covered "auto" must be repaired in Mexico in order to be driven, then the most we will pay for "loss" is the lesser of the following:

1. The cost of repairing the "auto" or replacing its parts in Mexico; or
2. The cost of repair or replacement at the nearest point in the United States where the repairs or replacement could be made.

Other Insurance:

The insurance provided by this section will be excess over any other collectible insurance.

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NOTICE OF CANCELLATION BY US TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule

__30____days before the effective date of cancellation by us we will mail or deliver notice to:

Name: Per List on File
Address: Per List on File

The following Condition is added to the policy:

Notice of Cancellation By Us To Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to the third party identified in the Schedule.
2. We will mail or deliver our notice to the third party at the address shown in the Schedule.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. Our failure to notify the third party does not invalidate cancellation as respects you.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your operations for an additional insured.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	$1,000
Supplementary Payments – Loss Of Earnings	$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Waiver Of Subrogation	Broadened
Unintentional Failure To Disclose Hazards	Broadened

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions** of **Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B** of **Section I – Coverages** are replaced by the following:

b. Up to $1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:

a. If it is a partnership, joint venture or limited liability company;

b. If there is other similar insurance available to it;

c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or

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d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph **6.** under **Section III – Limits of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:

   a. $500,000; or

   b. The Damage To Premises Rented To You Limit shown in the Declarations.

F. Notice To Company

The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such "occurrence" to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition **6. Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice ___60_____

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: RM1GL00020-211

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY". "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Covina, its officers, officials, employees and volunteers 125 E College St Covina, CA 91723	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

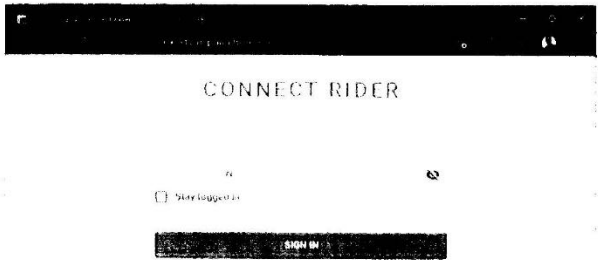
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PASSIO
TECHNOLOGIES
Connect Rider
Solution Feature Walkthrough
Prepared for PCA Transportation

PASSIO TECHNOLOGIES

Connect Rider – Login

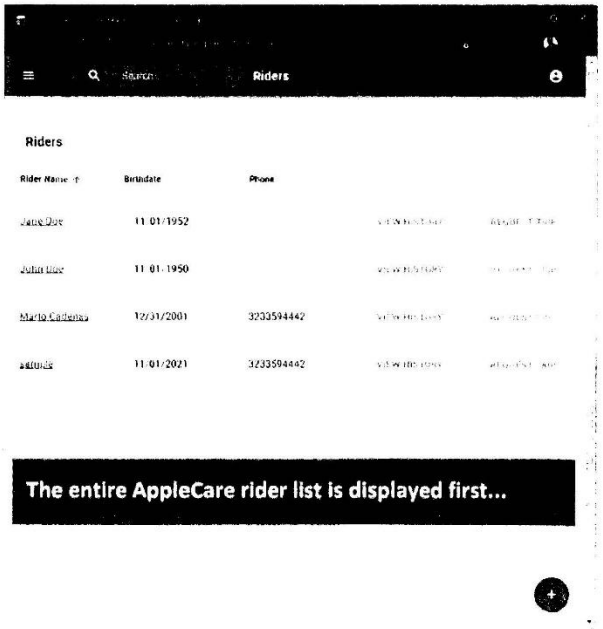
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Step 1 - Goto

Step 2 – Enter email and password provided by PCA.

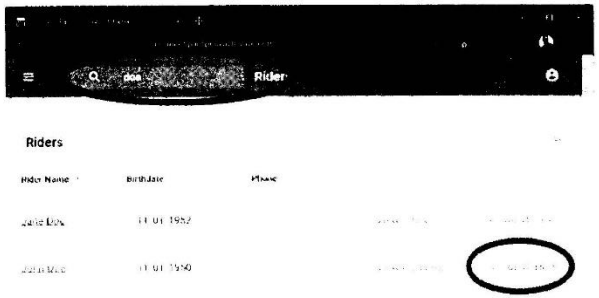
Step 3 – Click 'SIGN IN'



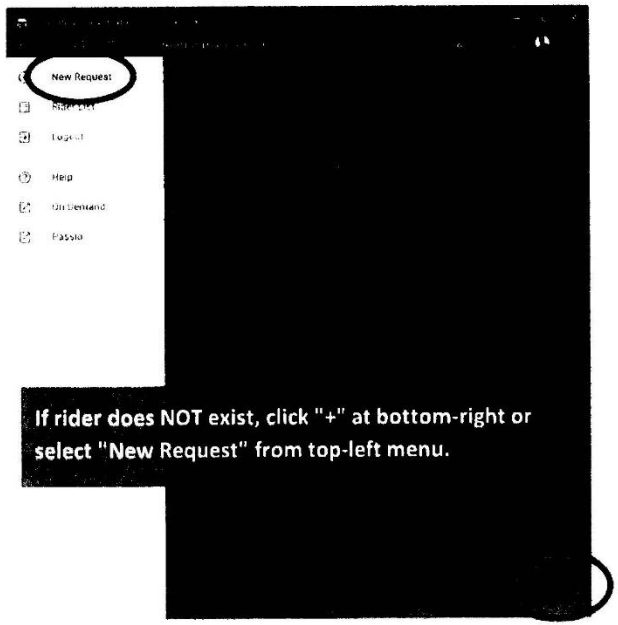
The entire AppleCare rider list is displayed first...

PASSIO

Connect Rider – Requesting a Ride

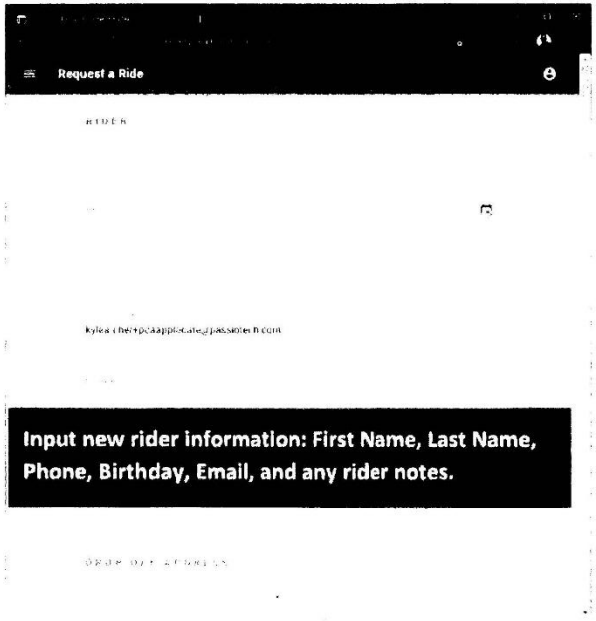


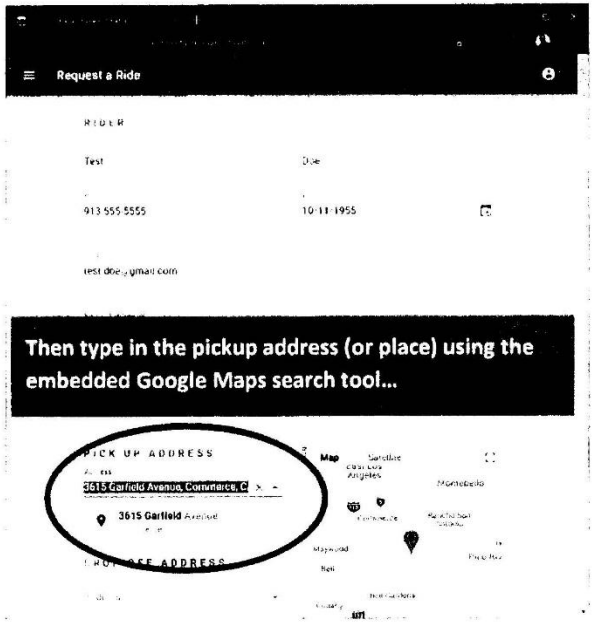
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If rider does NOT exist, click "+" at bottom-right or select "New Request" from top-left menu.

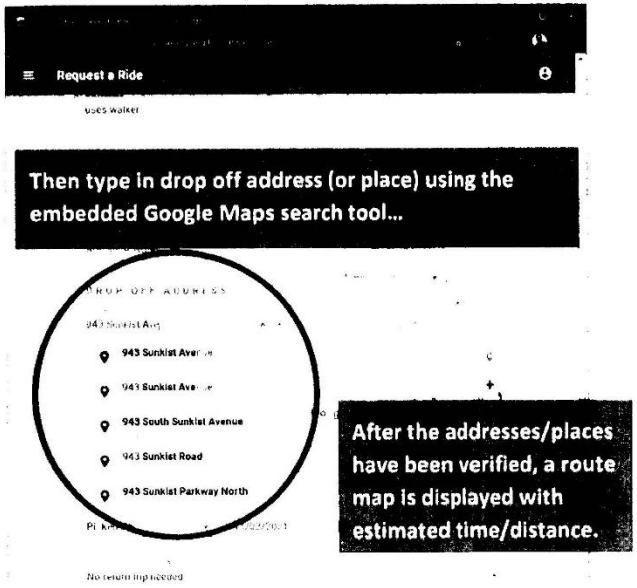
Connect Rider – Requesting a Ride

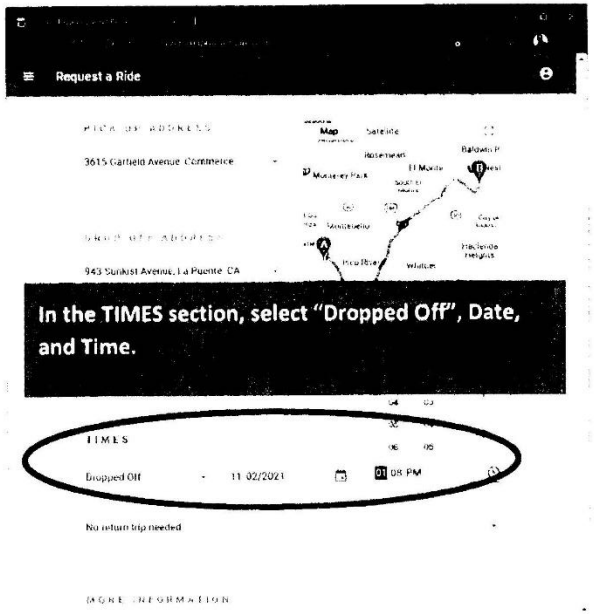




PASSIO TECHNOLOGIES

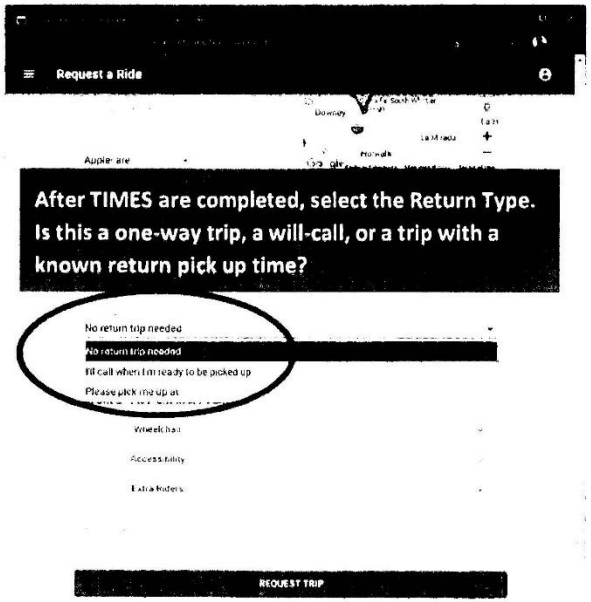
Connect Rider – Requesting a Ride

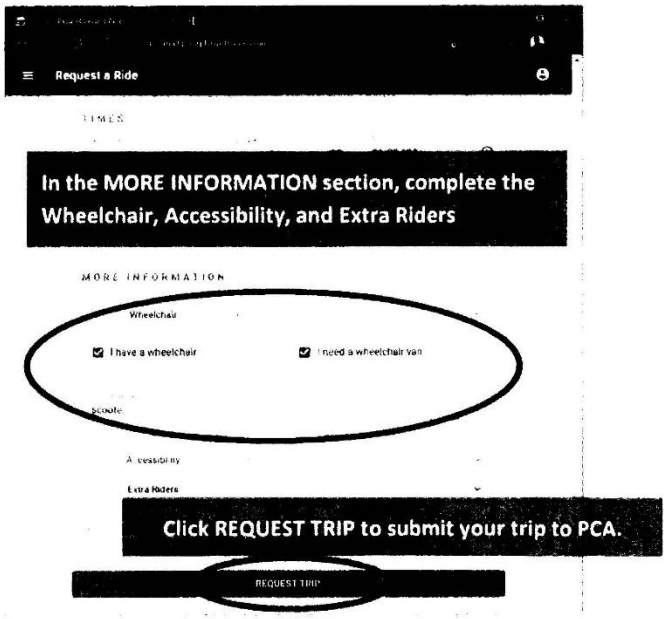




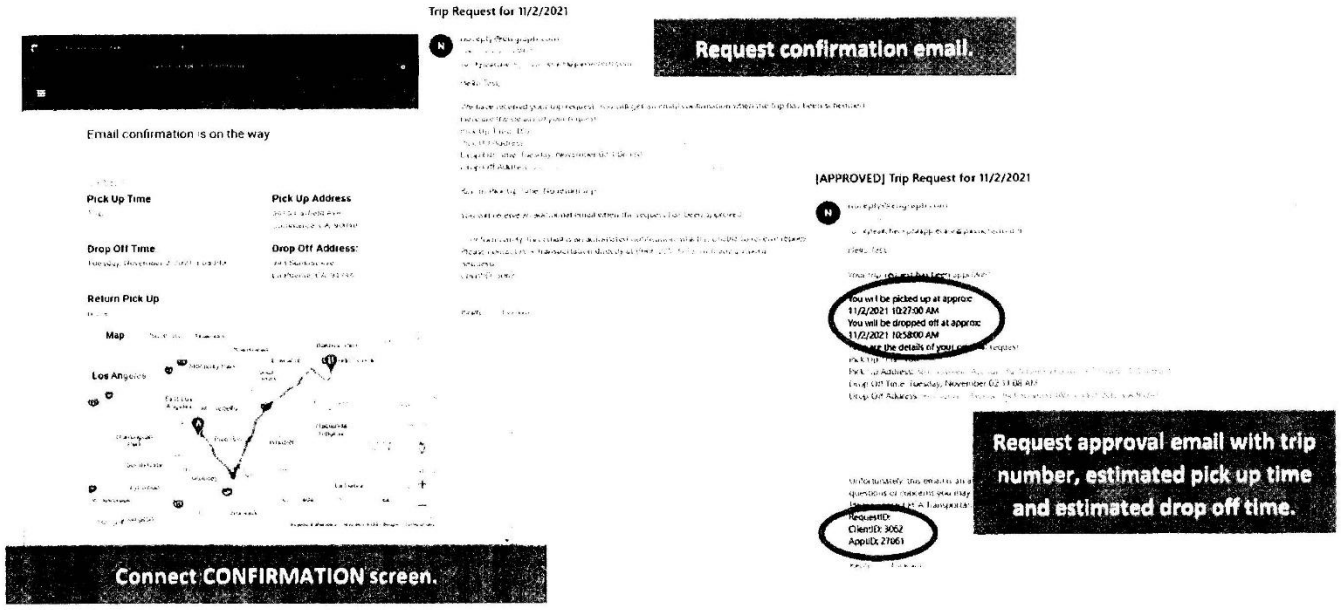
PASSIO TECHNOLOGIES

Connect Rider – Requesting a Ride





Connect Rider – Requesting a Ride



ITEM NO. CC 11

CC Regular Meeting

AGENDA ITEM REPORT

X Approved by vote 5-0
☐ Not approved/Denied by vote
☐ Continued to
☐ Accepted Resolution No.
☐ Introduced/Adopted Ordinance No.

Meeting: June 17, 2025

Title: Third Amendment to Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for Transit Operations Services for the Covina Dial-a-Ride Program and Extension of On-Call Fleet Maintenance and Repair Services

Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer

Recommendation: 1. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with PCAM, LLC for a two-year extension in an amount not-to-exceed $484,692 for FY 2026 and $499,278 for FY 2027; and
2. Authorize the City Manager to execute a Professional Services Agreement to extend the On-Call Fleet Maintenance and Repair Services to June 30, 2026 in an amount not-to-exceed $230,000 annually.

EXECUTIVE SUMMARY:

On June 21, 2022, City Council approved award of a Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for transit operation services for the Covina Dial-a-Ride (DAR) Program. PCAM has provided these services for three years to the satisfaction of City staff, in accordance with the program guidelines, and scope of services set forth in the original request for proposals. With an original term limit of three years, the agreement is set to expire on June 30, 2025; however, at this time and in consideration of PCAMs satisfactory performance, staff sees fit to exercise the optional extension of two additional, one-year terms. As such, the Department of Public Works recommends the Third Amendment to the PSA, extending the agreement to June 30, 2027 with a not-to-exceed amount of $484,692 for FY2026 and $499,279 for FY2027.

On September 19, 2023 City Council approved the First Amendment to the same PSA for on-call fleet maintenance and repair services. Earlier that year, the Department of Public Works experienced the unexpected retirement of the fleet maintenance supervisor and the vacancy of the fleet maintenance foreman. After much difficultly filling the two vacancies, staff turned to the alternative solution of on-call services from PCAM, LLC. The First Amendment includes on-call fleet maintenance and repair services for an amount not-to-exceed $230,000 annually for Fiscal Years 2023 through 2024, with an option for two additional one-year terms upon the mutual agreement of both parties, subject to City Council authorization. In order to supplement maintenance and repair needs while staff is in the process of recruiting two in-house mechanics, the Department of Public Works finds it necessary to extend the on-call agreement to June 30, 2026 in an amount not-to-exceed $230,000 annually. Furthermore, staff recommends the separation of these services from the Dial-A-Ride Program scope of work by executing a separate Professional Service Agreement, solely for the on-call maintenance and repair services.

BACKGROUND/DISCUSSION:

Dial-a-Ride Program – Third Amendment to the Professional Services Agreement

The Dial-a-Ride (DAR) Program provides paratransit services for Covina residents who are 60 years of age or older and residents who are unable to independently use public transportation systems. Operating 7-days a week, the program provides residents with transportation within the City boundaries, to and from medical appointments within a 3-miles boundary radius, and to select specialty locations outside this radius such as hospitals and government buildings.

On April 27, 2022 the Department of Public Works issued an RFP for Transit Operation Services for the DAR Program, for which one response was received. On June 21, 2022, PCAM, LLC was awarded the Professional Services Agreement in an amount not-to-exceed $443,586 for FY2023, $456,924 for FY2024, and $470,574 for FY2025, with an option for two additional one-year terms upon mutual agreement of both parties.

On September 19, 2023 City Council approved the First Amendment to the PSA for the addition of on-call fleet maintenance and repair services. On November 21, 2023 City Council approved the Second Amendment to the PSA for a new not-to-exceed amount of $476,924 for Fiscal Year 2024. Following a successfully three-year term and based on PCAM's exemplary maintenance and operational performance, City staff recommends a two-year extension of the current agreement with PCAM in order to continue operations for the Covina Dial-a-Ride Program. The Third Amendment to the PSA (Attachment A) extends the contract terms to June 30, 2027 with a not-to-exceed amount of $484,692 for FY26 and $499,279 for FY27 for a five-year contract total of $2,375,054 for Dial-a-Ride Program Transit Operations.

On-Call Maintenance and Repair Services – Term Extension and Professional Services Agreement

The Public Works Department's Fleet Maintenance Division is responsible for the maintenance and repair of over 120 vehicles and pieces of equipment for the City of Covina. The unexpected vacancy of two essential positions in a short span of time that could potentially disrupt operations for all City vehicles required a swift solution in order to meet the daily fleet service demand. Tasked with identifying replacements for both the fleet maintenance supervisor and foreman with such urgency, City staff struggled to find qualified applicants and were driven to look or alternative means to fill the vacancies, such as contractual services from a well-qualified vendor. PCAM was identified as a potential solution as they were, and continue to be, the current maintenance and repair consultant for the Dial-a-Ride fleet. After verifying their performance providing similar services for other cities, City staff proposed a First Amendment to the existing agreement with PCAM, LLC for transit operations services for the Dial-a-Ride Program to include maintenance and repair services for the City's fleet. Through this amendment, PCAM provided the City with two well trained fleet technicians in order to supplement the existing workforce until June 30, 2025, with an optional additional extension for a total of three years, in an amount not-to-exceed $230,000 annually. At this time, staff wishes to extend the agreement to June 30, 2026 on an on-call basis (Attachment B).

The Public Works Department determined an on-call approach to be most beneficial as staff is actively recruiting for the positions of the fleet maintenance supervisor and the fleet maintenance foreman. Maintaining PCAM as an on-call vendor will allow the Fleet Division to continue meeting the City's fleet maintenance needs until recruitment is complete. An annual not-to-exceed amount of $230,000 is in line with the original terms of the First Amendment, however with the on-boarding of the in-house mechanics, the Department anticipates approximately two to three months of contractual expenditures in Fiscal Year 2025-26 until the new hires are onboarded.

Though this scope of work was approved in a First Amendment to the original PSA with PCAM, LLC, staff recommends execution of the on-call services extension via a separate Professional Services Agreement PSA (Attachment C). Separating the on-call services from the original PCAM Dial-a-Ride Program agreement allows staff to manage the differing service types independently, including update salary ranges for the contracted professionals, and prevents the need for a potential Fourth Amendment to the original.

FISCAL IMPACT:

Dial-a-Ride Program – Third Amendment to the Professional Services Agreement

The Dial-a-Ride Program is funded by Proposition A funds administered by the Los Angeles County Metropolitan Transportation Authority (LACMTA). Proposition A funding in the amount of $484,692 is included in Fiscal Year 2025-2026 Operating Budget, approved by City Council on May 6, 2025 (Account No. 24004350-53790). Funding for transit services in FY27 will be presented for approval as part of the Fiscal Year 2027 Public Works Department budget proposal.

On-Call Maintenance and Repair Services – Term Extension and Professional Services Agreement

Staff anticipates the positions of fleet maintenance supervisor and the fleet maintenance foreman to be filled by late August 2026. Considering this estimated timeline, on-call services will be required until recruitment is completed. The current monthly average for two contracted mechanics is approximately $20,000. Central Equipment funding in an amount of $100,000 is included in the Fiscal Year 2025-2026 Operating Budget, approved by City Council on May 6, 2025 (Account No. 70106010-51990). Savings are expected in this funding source after the successful recruitment of the two mechanics. These savings combined with the approved salary allocations included in the FY26 operating budget will fund the Fleet Maintenance Division staff through Fiscal Year 2026. Subsequent funding will be budgeted in future years, as required.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

Respectfully submitted.

Rafael M. Fajardo
Director of Public Works/City Engineer

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND PCAM, LLC AMENDING THE PROFESSIONAL SERVICES AGREEMENT FOR TRANSIT OPERATIONS SERVICES TO EXTEND TERM LIMITS AND INCREASE COMPENSATION FOR FY2026 AND FY2027

THIS THIRD AMENDMENT is made and entered into as of June 17, 2025 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and PCAM, LLC (dba Parking Company of America, LLC), a California Limited Liability Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **THIRD** Amendment is made with the respect to the following facts and purposes:

a. On June 21, 2022, the City and Consultant entered into that certain Professional Services Agreement providing Transit Operations Services for the Covina Dial-A-Ride Program for a three-year total amount not-to-exceed $1,371,084.

b. On September 19, 2023 the City and Consultant entered into a First Amendment that certain Services Agreement to include On Call Fleet Maintenance and Repair Service in the amount not-to-exceed $690,000 over three years for a new contract amount totaling $2,061,084.

c. On November 21, 2023 the City and Consultant entered into a Second Amendment to increase Compensation for Fiscal Year 2023-2024 in the amount not-to-exceed $476,924, for a new contract amount totaling $2,081,084.

d. The parties now desire to amend the Professional Service Agreement to extend the term to June 30, 2027 with a not-to-exceed amount of $484,692 for FY2026 and $499,279 for FY2027 for a five year not-to-exceed amount of $2,375,054 for Dial-a-Ride Program Transit Operations.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

> "The term of this Agreement shall be from the Effective Date through June 30, 2027 unless sooner terminated as provided in Section 13 of this Agreement."

3. Paragraph A of Section **2** of the Agreement entitled "**COMPENSATION**" is hereby amended to read as follows:

> A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Contractor, for Transit Operations Services for the Covina Dial-A-Ride, a sum not to exceed Four Hundred Forty-Three Thousand, Five Hundred and Eighty- Six Dollars ($ 443, 586) for FY 2023, Four Hundred Seventy- Six Thousand, Nine Hundred and Twenty-Four Dollars ($ 476, 924) for FY 2024, and Four Hundred Seventy Thousand, Five Hundred and Seventy-Four Dollars($ 470, 574) for FY 2025, Four Hundred Eighty Four Thousand Six Hundred Ninety Two Dollars for ($484,692) FY 2026, and Four Hundred Ninety Nine Two Hundred Seventy Nine Dollars ($499,267) for FY 2027,

based on vehicle service hours as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. For the On-Call Fleet Maintenance and Repair Services, City shall pay Consultant a not-to-exceed sum of Two Hundred and Thirty Thousand Dollars ($230,000) annually, (the "maximum compensation") as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A or B, other than the payment rates and schedule of payment for Fiscal Years 2023, 2024, and 2025, and optional years for Fiscal Years 2026- and 2027, are null and void.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

5. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

[*SIGNATURE PAGE FOLLOWS*]

The parties, through their duly authorized representatives, are signing this **THIRD** Amendment on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: Chris Marcarello
Title: City Manager

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

Consultant:

PCAM, LLC (dba Parking Company of America) (PCA)
a California Limited Liability Corporation

By: _____
Name: Joseph "Pep" Valdes
Title: Executive Vice President

By: _____
Name: Eric J. Chaves
Title: President

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

ATTACHMENT 12

OPERATIONS CONTRACT RFP COST PROPOSAL REQUIRED FORMAT

Covina Transit - Cost Proposal

	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 1	OPTIONAL YEAR 2
	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027
Cost per Vehicle Service Hour	$ 56.87	$ 61.14	$ 60.33	$ 62.14	$ 64.01
Multiply by Estimated Vehicle Service Hour (Up to)	7,800	7,800	7,800	7,800	7,800
TOTAL COST	$443,586.00	$476,924.00	$470,574.00	$484,692.00	$499,278.00

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

Proposal for On call Fleet maintenance and Repair Service
The City of Covina (the "City")

Date June 6., 2025, Between.
PCAM LLC
3165 Garfield Ave
Commerce CA 90040

And City of Covina Ca
125 E. College St.
Covina CA 91723

This Term Sheet summarizes the principal terms of Proposal with the City of Covina CA.

Dear Valerie Cortez
Rr. Management Analyst
City of Covina

Thank you for allowing PCAM, LLC doing business as Parking Company of America located at 3165 Garfield Ave, Commerce, California 90040 the opportunity to submit our proposal to provide Contracted Fleet Maintenance and Repair Services for the City of Covina CA.

PCAM is a minority-owned Company that has been providing similar services for over 45 years for private and municipal agencies

PCAM Fleet Service Division has provided commercial fleet maintenance services for more than 25 years. Public and private entities seeking such services need an organization that is staffed with Supervisors and Technicians with substantial experience maintaining and repairing the broadest range of vehicles and other equipment. PCAM Fleet Service offers experienced certified Technicians for servicing cars, vans, trucks, and off-road equipment ranging from under one-half ton to over one-ton vehicles.

PCAM develops and implements systematic Preventive Maintenance programs for vehicles and off-road equipment in all weight classifications to reduce as much as possible repair expenditures and unit downtime These programs meet or exceed manufacturer specifications and all local, state, and federal regulations. They encompass a comprehensive schedule of inspections, lubrications, component replacement, and repair

To verify its PM activities, PCAM maintains maintenance records to document the time and scope of activity servicing each item under contract. These records include a description of the item, identification number, and source, date placed in service, use and condition, disposition data, and a maintenance log stating all service work.

On the repair side, PCAM performs quick-fix repairs, routine repairs, major overhauls, and complete vehicle refurbishing.

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PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118
Contractor
PCAM, LLC dba Parking Company of America (PCA)

Contractor Contacts	Mr. Eric Chaves, President Mr. Joseph "Pep" Valdes, Executive Vice President Mr Aaron Chaves, Vice President of Operations Mr. Mario Cadenas, Vice President of Transportation
Term	Initial Term shall begin Month to Month
Cost Proposal	Billing Rate per Technician: Hour shall be $63.20 per every Regular hours and $94.80 for every over time hours city request technicians will be working 8 Regular hours and 2 over time hours 10 hours per day 4 days a week a 3% annually increase will apply
Union	Contractor acknowledges that this Agreement will be based on the use of non-union staffing.

Under the terms of our proposed agreement, Contractor shall be responsible to provide and manage staffing "two technicians" for the following responsibilities.

PCAM will provide Two technicians 10 hours per day 4 days a week.
Vehicle / Equipment Maintenance
Vehicle / Equipment inspections
Vehicles / Equipment Repairs

DocuSign Envelope ID: CBD0273E-392B-4C6B-88FC-469C883B04A4

OUTSOURCED WORK

PCAM will arrange for any type of repair that it is unable to perform on the City's premises Such work may include radiator repair, certain types of engine overhauls, alternative fuel systems repair, and bodywork. The Company will secure three competitive bids from reputable subcontractors providing the same liability coverage for extensive repairs

PCAM shall strive to use Covina businesses (verified with a current Covina Business License) as often as possible At least one of the three competitive bids shall be from a Covina business PCAM may request that the city waive this clause for any single repair if there are no Covina businesses that provide the type of service required for the repair

City Under the terms of our proposed agreement, the City shall be responsible / Responsibilities for maintaining the following:

Office space
All necessary tools to perform all types of repairs.
Vehicle software for recording, inspections, invoicing, etc

All teens and provisions of this Term Sheet shall remain in full force and effect. If there is a conflict between the terms and provisions of this Term Sheet and any prior Operating Agreements or Assignments. then the terms of this Term Sheet shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized agents as of the date first set forth above

"CITY"	"CONTRACTOR"
By• _____	_____
By• _____	_____
Its. _____	Its _____

DocuSign Envelope ID: CBD0273E 392B-4C6B-88FC-469C883B04A4

Date _____ Dated _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 17, 2025 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and PCAM, LLC (dba Parking Company of America) a limited liability company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide On-Call Fleet Maintenance and Repair Services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2026 unless sooner terminated as provided in Section 14 of this Agreement.

2. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed Two Hundred Thirty Thousand Dollars ($230,000) (the "maximum compensation") for Fiscal Year 2025-2026, based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Mario Cadenas, Vice President of Transportation (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such

additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership 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 or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if

disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 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. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall 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, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. 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. The indemnities in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at

Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by

Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. **Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

16. **Notices.** Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:	If to Consultant:
Attn: Public Works, Engineering	Attn: Mario Cadenas
City of Covina	PCAM, LLC
125 E. College Street	3165 Garfield Avenue
Covina, California 91723	Los Angeles, CA 90040

17. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. **Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A and **B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[*SIGNATURE PAGE FOLLOWS*]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: Chris Marcarello
Title: City Manager

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

Consultant:

PCAM, LLC (dba Parking Company of America)
a Limited Liability Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES

ITEM # 30

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Julio Morales, Director of Finance

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ & COMPANY LLP FOR FINANCIAL AUDIT SERVICES**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Authorize the City Manager to execute a Professional Services Agreement with Vasquez & Company LLP for server upgrades required for Financial Audit Services in the amount of $227,694 through June 30, 2027; and

2) Authorize the City Manager, at their discretion, to execute extension options for Year 4 and Year 5 in an additional amount that shall not exceed $159,487; and

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

FISCAL IMPACT

Vasquez & Company proposed a 3-year contract with two optional 1-year extensions. The proposed fee of $62,000, plus a twenty (20) percent annual contingency. The annual fee increased by two (2) percent per annum.

The proposed fee in year one of $62,000 is less than the fee paid for FY 24-25 audit of $63,333 to our current auditor Clifton Larson Allen, LLP (CLA). The total cost of service over a 5-year period is not expected to exceed $387,181. The table below is a detailed breakdown which identifies the per fiscal year cost associated with the project:

Year	Period	Fee	Contingency	Total
Year 1	Fiscal Year 2024 - 25	$ 62,000	$ 12,400	**$ 74,400**
Year 2	Fiscal Year 2025 - 26	$ 63,240	$ 12,648	**$ 75,888**
Year 3	Fiscal Year 2026 - 27	$ 64,505	$ 12,901	**$ 77,406**
Year 4	Fiscal Year 2027 - 28 (Optional)	$ 65,795	$ 13,159	**$ 78,954**
Year 5	Fiscal Year 2028 - 29 (Optional)	$ 67,111	$ 13,422	**$ 80,533**

Annual audit expenditures will be primarily budgeted in the following accounts:

10101210 – 542050 (General Fund – Finance – Administration – Contract Services)
50104499 – 542050 (Water Fund – Water Utility Administration – Contract Services)

BACKGROUND

Most government agencies are required to hire external, independent auditors to audit their financial statements annually and conduct internal controls evaluations. The auditor is responsible for determining that financial statements do not include material misstatements and do not misrepresent their financial condition. In addition, auditors evaluate the City's internal controls and procedures to reduce the risk of collusion, theft, or fraud.

On July 23, 2020, the City Council approved establishing a five (5) year agreement with Clifton Larson Allen, LLP (CLA) to provide financial auditing services. The total cost of the agreement was $306,276. While CLA has consistently provided professional and satisfactory service, staff determined that conducting a competitive process would help ensure the City is receiving the highest level of service and the best pricing for these important services. In addition, Assembly Bill 1345, signed into law in 2012, requires rotation after five (5) years (Government Code 12410.6(b)).

DISCUSSION

On February 5, 2025, the Finance Department issued RFP 25-9 for Audit Services. This RFP was open for approximately 45 days; closing on March 20, 2025. According to the available data in the City’s PlanetBids Portal, 27 firms were initially notified and 20 registered as prospective bidders.

Before the closing date/time, the City received responses from the following firms listed in alphabetical order:

Firm	Location
Clifton Larson Allen, LLP	Irvine, CA
Macias Gini & O'Connell, LLP	Sacramento, CA
Moss Adams, LLP/Baker Tilly	Seattle, WA
The Pun Group, LLP	Santa Ana, CA
Vasquez & Company, LLP	Glendale, CA

After receiving the responses, the Finance Department established an evaluation committee to review each reply and provide feedback. The committee consisted of the Director of Finance, Assistant Director of Finance, and Accounting Team.

After conducting an initial review of each firm's proposals, interviews were conducted with the top (3) respondents on Wednesday, July 9th, and Thursday, July 10th.

It is recommended that City Council authorizes selecting Vasquez for the necessary services. Through their proposal response and interview, they demonstrated to be the most experienced as they have extensive relationships with multiple municipal agencies in the County of Los Angeles. They also clearly stated their audit process; had favorable feedback from references; and offered the most competitive pricing.

SUMMARY/NEXT STEPS

Accounting standards for financial audits recommend that public agencies change their auditor once every five (5) years. For this reason, an RFP was released for audit services. After reviewing the responses to the RFP for audit services, it is recommended that City Council authorize awarding an agreement to Vasquez to provide the necessary services.

ATTACHMENT(S):

A. RFP 25 – 9 Financial Audit Services
B. PSA Vasquez & Company LLP

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

REQUEST FOR PROPOSALS
No. 25 - 9

Financial Audit Services

Issue Date: **Thursday, February 6, 2025**
Questions Due Date: **Tuesday, March 4, 2025, at 2 PM Pacific**
Proposal Due Date: **Thursday, March 20, 2025, at 2 PM Pacific**

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TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
Thursday, February 6, 2025

PROJECT
Financial Audit Services

PROPOSAL OWNER
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Lana Dich, Director of Finance
Contact Phone: (562) 868 - 0511
Contact E-Mail: lanadich@santafesprings.gov

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.gov

If you have any questions about this RFP, please submit them via the City's PlanetBids Portal by **Tuesday, March 4, 2025, at 2 PM Pacific**.

Proposals must be submitted by **Thursday, March 20, 2025, at 2 PM Pacific**.

Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/125917

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I. Notice Inviting Proposals

The City seeks proposals from qualified consultants/firms to conduct a comprehensive zoning code update following the specifications, terms, and conditions identified in RFP No. 25 - 9. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://vendors.planetbids.com/portal/65093/bo/bo-detail/125917

Prospective consultants must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, March 4, 2025, at 2 PM Pacific.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, March 20, at 2 PM Pacific. Responses to this RFP will be evaluated to determine the most qualified Consultant. Responses must adhere to the format and content described in the RFP.

II. Introduction

The City of Santa Fe Springs invites proposals from qualified firms of certified public accountants to audit its financial statements. These audits are to be performed following auditing standards consistent with those generally accepted in the United States, current standards set forth for financial audits in General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Non-Profit Organizations and Article XIIIB of the California Constitution – Appropriations Limit.

Through this solicitation, the City seeks to establish a three (3) year agreement for services starting with the fiscal year ending on June 30, 2025, with an option to extend for two (2) additional, one (1) year terms.

III. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority.

The City has a vision statement that affirms, "The City of Santa Fe Springs is a great place to live, work, and play." Its mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

IV. General Financial Information

The City’s Fiscal Year starts July 1 and ends on June 30.

The City's total Fiscal Year 2024-25 operating budget is $121.1 million. This includes the General Fund operating budget of $100.7 million, which supports the City's primary operations, including public safety, public works, parks and recreation, community

services, and general administration. Also included is the Water Utility Fund of $19.3 million and the Special Revenue Fund of $1.2 million.

V. Finance Department Operations

The Finance Department encompasses the functions of general accounting, budget development and administration, treasury, debt administration, payroll, cashiering, accounts payable, accounts receivable, procurement, and business licensing. Staffing consists of twenty (20) full-time positions, including the Director of Finance, Assistant Director of Finance, Finance Manager, Budget and Revenue Manager, Procurement Manager, Accountants, and support staff.

- Number of Cash Disbursements per Month: 350 (approximate)
- Number of Payroll Checks/Direct Deposits Per Month: 1,250 (approximate)

VI. Fund Structure

The City uses the following fund types in its financial reporting:

	# of Individual Funds	# of Funds on the ACFR
General Fund	1	1
Special Revenue Fund	21	21 (16 Major; 5 Minor)
Enterprise Fund	1	1
Internal Service Fund	0	0
Trust Fund	1	1

VII. Financial System

The City's financial system is Munis by Tyler Technologies, which handles the general ledger, accounts payable, payroll, purchasing, budgeting, human resource management, fixed assets, project accounting, and cashiering.

VIII. Timeline

- Release RFP — Thursday, February 6, 2025
- Online Q&A Deadline — Tuesday, March 4, 2025, 2 PM Pacific
- Deadline to Submit Responses — Thursday, March 20, 2024, at 2 PM Pacific
- City Review of Submissions — Mid/Late March 2025
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Early April 2025
- Award — Mid/Late April 2025

IX. Scope of Work/Services

Through this process, the City intends to obtain the services of a qualified independent certified public accounting firm to provide the services as detailed in the Scope of Work/Services section.

A. Annual Comprehensive Financial Report (ACFR)
Due annually by December 31
Issue an independent opinion on the fair presentation of the City's financial statements following accounting principles generally accepted. City staff will prepare all financial statements, note disclosures, and require supplementary information. The audit firm shall provide technical assistance to prepare the City's Annual Comprehensive Financial Report (ACFR).

B. Single Audit Report
Due annually by March 31
Prepare the City's Single Audit Report, to include the following:

- Report on internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- Report on compliance with requirements applicable to each major program, internal control over compliance, and the schedule of expenditures of federal awards in accordance with OMB Circular A-133.
- Schedule of Expenditures of Federal Awards.
- Notes to Schedule of Expenditures of Federal Awards.
- Schedule of Findings and Questioned Costs.
- Any other required schedules or reports.

C. Data Collection Form
Prepare the Data Collection Form as required by OMB Circular A-133

D. Statement on Auditing Standards No. 114 Communications
Issue all communications required in accordance with Statement on Auditing Standards No. 114 to those charged with governance (City Council) and management.

E. GANN Appropriation Limit
Due annually by March 31
Issue the "agreed-upon procedures" report on the City's Article XIIIB GANN Appropriations Limit calculations.

F. California State Controller's Office Cities Financial Transactions ("SCO") Report
Due annually by April 30
Prepare the annual State Controllers Report reflecting the financial transactions for Transit and non-Transit Funds and the Public Financing Authority.

G. GASB Pronouncements
The audit firm shall know and be prepared to advise the City staff on how best to implement both current and proposed GASB pronouncements.

H. Transit Agency's Annual National Transit Database (NTD) Report
Due annually by December 31
Annual NTD report completed according to the standards established by the Federal Transportation Administration.

Additional Services
In addition to the services mentioned above, the City may request additional assistance related to the items identified in this request as needed. The City understands that these services may incur an extra cost. The other services that may be requested include, but are not limited to:

- Requesting an electronic copy of all draft and final reports and, if needed, a mutually agreed-upon number of printed copies shall be delivered to the City.

- The selected firm is expected to keep the City informed of new state and federal developments affecting governmental finance and reporting standards and trends, including upcoming GASB pronouncements, and provide advice for extraordinary transactions. If there is a charge for this, the cost must be separately identified in the selected firm's cost proposal.

- The selected firm is expected to respond to questions or requests made by the City during the agreement term. The early termination clause may be exercised if the Consultant/Firm is deemed non-responsive to queries or general requests or fails to meet the deadlines.

- The City may request the selected firm to attend meetings (in person or virtually) and/or other events for coordination and preparation and/or present the final report to city staff, elected officials, external agencies, members of the general public, or others, as needed.

Auditing Standards
Audits shall be conducted under the following standards:

- Auditing standards are generally accepted in the United States as set promulgated by the American Institute of Certified Public Accountants (AICPA) or any successor body, and they include measures related to fraud detection. Such standards must include specific requirements found in the new AICPA audit guide, Audits of State and Local Governments.

- Government Auditing Standards, issued by the Comptroller General of the United States.

- The provisions of the Single Audit Act of 1996, as amended.

- The audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards ("Uniform Guidance").

- Specific auditing standards relating to any grant agreement determined to be material by the auditors for purposes of the examination of the basic financial statements.

- Any other applicable standards for conducting examinations and/or reports to be issued in conjunction with those items outlined in Scope of Work/Services Section.

X. Deliverables

Deliverables will vary based on the report type and submission method. Typically, the City will require the following:

- Draft Report
- Final Report – A minimum of three (3) bound hard copies of each audit report and an electronic copy

XI. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please *see* ***Section XII – Proposal Format and Content*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

XII. Proposal Content and Format

Proposal Content

Consultants shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. Letter of Interest - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

B. Project Understanding and Approach - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, the methodologies and technologies you would employ, and the key milestones and processes

you would use. Describe what information you would expect the City to supply.

C. Relevant Experience - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Consultant should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Consultant has performed similar services of similar size, scope, and complexity.

Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with the project.

D. Proposed Statement of Work - Please provide a proposed Statement of Work, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

This section should also identify the number of staff that will be provided to address the City's needs. In addition, the section may be used to propose any procedural or technical enhancements/innovations to the Scope of Work that are consistent with the objectives or required content of this RFP.

E. Conflict of Interest Statement – The Consultant shall disclose any financial, business, or other relationship with the City that may impact the selection process. If the Consultant has no such conflicts, a statement declaring such should be included in their submission.

F. Cost Proposal – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See "Line-Item" tab in PlanetBids).

The total all-inclusive maximum not-to-exceed price should contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. It should also include a list of anticipated reimbursable expenses

with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates, the number of hours anticipated for each staff level, and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should be directly related to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Consultant to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, resulting from this engagement, then such additional work shall be performed only if outlined in an addendum to the contract between the City and the Consultant. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

Proposal Format

To facilitate the evaluation process, all responses must adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman (preferred), 12pt font size. The thirty (30) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Consultant's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

XIII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each

submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. **Experience of Consultant and Project Personnel (35 points)**
   - Experience, resources, and qualifications of the Consultant and assigned individuals to perform tasks identified in the scope of work.
   - Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City's requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (25 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestion.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee and Staff's recommendations. The City Council exercises discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee's ratings or Staff's recommendations.

Interviews
If necessary, the City may require top-rated proposers to participate in an interview. The City will e-mail proposers selected for the interview to schedule a date and time.

XIV. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time

frame. Protests can be sent to:

Mail:
Lana Dich
City of Santa Fe Springs
Attn: Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:
lanadich@santafesprings.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the award. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

XV. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

XVI. Insurance Requirements

Any Consultant conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability

insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability
Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. Cyber Liability Insurance (if applicable)
With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Errors & Omissions (if applicable)
Coverage must be appropriate to Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Consultant. If not covered under Consultant’s liability policy, such “property” coverage of City may be endorsed onto Consultant’s Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements

The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

XVII. Business License Requirements

Consultants that conduct business within city limits may be required to obtain City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

XVIII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically.
- Unnecessary/duplicative purchases are not permitted.
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited.
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest.
- Procurement transactions must be conducted in a manner providing full and open competition.
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible.
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A.
- Purchases of goods and services must include documentation detailing the procurement history.

XIX. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XX. Labor Requirements

A. Background: All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. Age: The Consultant will only hire individuals who are of legal age to work.

XXI. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

XXII. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be 18 and be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the primary's insurance.

XXIII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XXIV. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement,

disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

XXV. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XXVI.General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
2. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
3. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits

PLEASE REVIEW
Attachment A – References
Attachment B – Sample PSA
Attachment C – Annual Comprehensive Financial Report FY 2022 - 23

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
VASQUEZ & COMPANY, LLP

This Professional Services Agreement ("Agreement") is made and effective as of August 19, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Vasquez & Company, LLP., a California Limited Liability Partnership ("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 professional consulting services for **Financial Audits** (collectively, the "Project"); 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 City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of August 19, 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:

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **June 30, 2028** ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the City's Request for Proposals, attached hereto as Exhibit A, and Consultant's Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;

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

C. 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;

D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and

E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. PAYMENT OF COMPENSATION

A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed $387,181 (Three Hundred Eighty Seven Thousand One Hundred and Eight-One Dollars (the "Not-to-Exceed Sum"), during the Term of this Agreement, unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Consultant shall be compensated for any

additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. 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 the reimbursable out-of-pocket expenses incurred. 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.

D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. 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.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work 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 Work,

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, tasks and other Work 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.

8. CITY'S REPRESENTATIVE

City hereby designates the City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her 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 his/her designee.

9. CONSULTANT REPRESENTATIVE

Consultant hereby designates Christy Canieda, Partner, to act as its representative for the performance of this Agreement (the "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 his/her designee will supervise and direct the performance of the Work, 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 portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

10. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably 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.

11. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;

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 Work 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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with 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 Work 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 will be completed within seven (7) calendar 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 Work skillfully, competently and to the highest standards of Consultant's profession.

12. 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.

13. 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 as follows: See Exhibit B.

14. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work 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 Work 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 Work 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 to 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.

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15. 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 Work 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 Work.

16. 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 Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

17. 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.

18. 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.

19. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth

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in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

20. INDEMNIFICATION

A. The Parties agree that City and 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.

B. 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.

C. 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 Section, 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.

D. The obligations of Consultant under this Section 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.

E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section 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 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.

F. 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.

G. This Section 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.

21. 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 22, 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 25, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. 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 22, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

22. 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 herein, 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 Event of Default 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 subsection B.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 Subsection B.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 Work; (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,

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insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary of involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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 pursuant to this Agreement 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.

23. SCOPE OF WAIVER OF DEFAULT

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.

24. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

25. 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.

26. 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 Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

27. 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., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

28. PROHIBITED INTERESTS

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.

29. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a

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subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

30. 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.

31. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by 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.

32. 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:

To the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Clerk’s Office

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To Consultant: Vasquez & Company, LLP
655 N. Central Avenue
Suite 1550
Glendale, CA 91203
Attention: Christy Canieda

Email – Christy Canieda, Partner
Phone – 213 873 1720

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.

33. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

34. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

35. ENTIRE AGREEMENT

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

36. FORCE MAJEURE

The Completion Date shall 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, if the 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.

37. AMENDMENTS; MODIFICATIONS

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.

38. NON-EXCLUSIVE AGREEMENT

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

39. ATTORNEYS' FEES

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

40. 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.

41. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties.

42. CONSTRUCTION

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

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43. WAIVER

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

44. SEVERABILITY

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

45. COUNTERPARTS

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

46. AUTHORITY TO EXECUTE THIS AGREEMENT

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

47. ELECTRONIC SIGNATURES

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS	CONSULTANT
_____	_____
Rene Bobadilla, City Manager	Name: Christy Canieda Title: Partner
Date: _____	Date: _____

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

Attachments:

Exhibit A	City's Request for Proposals
Exhibit B	Consultant's Proposal
Exhibit C	Insurance Requirements

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EXHIBIT A

CITY'S REQUEST FOR PROPOSALS

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EXHIBIT B

CONSULTANT'S PROPOSAL

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EXHIBIT C

INSURANCE REQUIREMENTS

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

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 per accident for bodily injury or disease) 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 Work contemplated in this Agreement.

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

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

DRAFT

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

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ITEM # 31

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 F. Morales, Director of Finance

SUBJECT: **TREASURER'S REPORT OF INVESTMENTS FOR THE QUARTER ENDED JUNE 30, 2025**

DATE: August 19, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Receive and file the report.

FISCAL IMPACT

Investment earnings for the quarter ended June 30, 2025 amounted to **$780,553.**

BACKGROUND/DISCUSSION

As of June 30, 2025, the City had approximately $120.2 Million in operating funds and reserves are held and maintained in a variety of accounts, held in LAIF, CLASS, Bank of Montreal (BMO), Farmers and Merchant Bank (F&M), and Charles Schwab. Inc.

The Shuster Advisory Group, LLC ("Shuster") oversees the management of the accounts invested in BlackRock and individual investments (i.e., the "managed portfolio"). Charles Schwab serves as the custodian for these accounts, which performs all trade activity, reporting, and paying agent. Alta Trust serves as the Trustee, which assists in safekeeping of assets and all federal and state compliance reporting.

These monies, collectively, represent operating funds and reserves for the City's General Fund, grant programs, and various special revenue funds.

The market value of the City's investment holding, as of June, 2025, are as follows:

Investment / Institution	Purpose	Account #	Amount	%Earned
BlackRock (Schwab)	Managed Portfolio	4727-5745	$86,165,310	$496,796
LAIF	Operating Funds	98-19-840	$3,455,377	$40,956
CLASS	Operating Funds	CA-01-0214-0001	$20,990,941	$233,815
CDs (Schwab)	Investments	9853-5216	$1,364,153	$8,986
Farmers & Merchant	Bank Balance	General Fund	$10,423,671	
Bank of Montreal (BMO)	Bank Balance	General Fund	$7,043,017	
TOTAL			**$129,442,469**	**$780,553**

A portion of invested funds are designated for certain purposes, as outlined in the City's adopted Reserve Policies. Other funds are legally restricted, in accordance with specific grant or program guidelines. This report does not provide a breakdown of the allocation of monies among funds, uses, or programs - it simply provides a summary on monies held for investment and earning realized over the past quarter.

The amounts listed above do not include bond proceeds[1], which are invested in accordance to provisions in bond legal documents, nor monies set aside to fund a portion of the City's retirement liabilities "115 Trust" irrevocable trust to fund the City's retirement liabilities: 1) Other Post Employment Benefits "OPEB" for retiree medical and 2) Pension Stabilization Fund (i.e.,"115 Trusts"), as summarized in the chart below:

	March 31, 2025	June 30, 2025	Qrt % Return
OPEB	$34,014,350	$36,786,692	8.12%
Pension	$29,650,798	$31,475,709	6.11%

The OPEB portfolio was structured with 70% equity / 30% Fixed Income (Bond), while the Pension Stabilization Fund had a 50% Equity / 50% Bond mix. The results of investment performance for the Pension and OPEB accounts are reported separately by Shuster.

[1] Bond proceeds do not need to comply with the provisions of California Government Code § 53601 regarding the investment of government funds, they are invested in accordance to provisions in bond legal documents. The bond reserves and debt service funds for the Water Utility Authority and Successor Agency are held by the City's bond trustee, U.S. Bank.

A portion of Successor Agency bond funds are held in LAIF: $17.847 million in bond proceeds from **2006A TABs (Account No. 11-19-068)** and $344,607 in taxable bonds proceeds from Series 2006B TABs (Account No. 11-19-069). An additional $1,982,013 in Consolidated RDA Account monies are held in Account No. 11-19-036, however, these funds are not confirmed as operating funds or bond funds. LAIF also holds Monies held for third-party conduit debt issuances.

Heritage Springs Assessment District No. 2001-1 are maintained by US Bank - $170,000 DSR Account No: 94429723.

ANALYSIS

The City's managed portfolio generated interest income in the amount of BlackRock, totaling $496,796 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

In addition to the BlackRock managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program ("CLASS").

- **LAIF returned an annualized rate of 4.40% - $40,956 in interest income**
- **CLASS returned 4.38% - $233,815 in interest income**

Benchmark Performance

Total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance[2].

The total return for the City's portfolio for the quarter ended June 30, 2025 was **1.92%** vs. the City's benchmark the ICE BofA 1-5 Year U.S. Gov & Corporate Index total return of **1.42%;** the City's portfolio outperformed the benchmark by **0.50%.**

ENVIRONMENTAL

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

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

The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

None.

SUMMARY/NEXT STEPS

The attached report contains a summary of Shuster's performance in the managed portfolio (BlackRock). Shuster and Staff will continue to work with the City Council to review any proposed changes to the portfolio make-up.

ATTACHMENT(S):

None.

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

ITEM # 32

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: **APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH AP TRITON, LLC, TO PROVIDE PROFESSIONAL CONSULTATION SERVICES TO THE CITY OF SANTA FE SPRINGS FIRE DEPARTMENT**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the award of a Professional Services Agreement (PSA) with AP Triton, LLC, as a sole source provider, to provide professional consulting services for the City's Response to Request for Proposals (RFP): Ambulance Service: Response to Los Angeles County's RFP; and

2) Adopt a Resolution to waive the City's competitive bidding process with AP Triton, LLC, with respect to this PSA; and

3) Authorize the City Manager to execute the PSA and any subsequent amendments, subject to approval by the City Attorney as to form; and

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

FISCAL IMPACT

The total proposed project fee for AP Triton, LLC's services is $238,463, which includes all baseline scope activities such as two on-site meetings, RFP response development and management, and optional graphic design and video support. This not-to-exceed amount encompasses all anticipated expenses for the core scope of work. Additional services, if required, such as extended travel, appeal support, or contract assistance—will be billed separately on a time-and-expense basis, with prior approval. Invoicing will

follow a structured payment schedule, including an initial deposit, progress payments throughout the project, and a final payment upon successful completion.

Approving and awarding the PSA to AP Triton, LLC, as a sole source provider for this specialized ambulance RFP consulting work, will allow for efficient and cost-effective procurement that remains within the City's allocated budget while supporting a time-sensitive and strategic initiative.

BACKGROUND

AP Triton, LLC (AP Triton) will provide consulting services and assistance to the City of Santa Fe Springs in the development and presentation in response to a Los Angeles County Request for Proposals for emergency ambulance transportation services, including graphic design, editing, and development, as required. The company is uniquely positioned for this highly specialized consulting service, offering a combination of technical expertise, document management, graphic support, and stakeholder coordination. Given the dynamic and County-specific nature of EMS RFPs, the City requires a partner that not only understands the operational landscape but can also tailor a submission that meets the evolving requirements of the County and the Local EMS Agency (LEMSA).

ANALYSIS

AP Triton's approach offers a comprehensive, phased methodology that aligns well with the complexity and responsiveness required in a County-level EMS RFP. The engagement is structured to be adaptable, recognizing the unpredictability of RFP specifications and the level of effort needed. The company's role extends beyond simple document preparation—it includes strategic planning, subject matter expertise, compliance verification, and visual communications, making their involvement critical to a successful bid.

Pursuant to the City's procurement policies, a sole-source procurement is justified when:

- Only one vendor is capable of providing the required goods or services due to unique circumstances;
- A vendor possesses specialized knowledge, experience, or proximity critical to the success of the project;
- Timeliness is a factor that cannot be met through competitive bidding.

Based on AP Triton's vast experience and recent similar work with other public entities in the State of California and across the US, city staff has determined they are uniquely qualified to perform this work. As a sole source provider with recognized expertise in ambulance system RFP responses, AP Triton eliminates the need for a time-consuming procurement process and ensures immediate access to a proven support team. Their process includes built-in flexibility, rigorous quality control, and structured progress

reviews, offering both accountability and agility throughout the engagement. City staff has further determined that the public interest would not be served by engaging in the standard competitive bid solicitation process because of the time sensitive nature of this project and a limited number of qualified firms that would be able to provide these specialized consultation services.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Once the City Council approves the recommended actions, the Department of Fire-Rescue will proceed with purchasing services of (RFP) by Triton AP LLC. The department will also include any additional costs incurred associated with the attached fee schedule.

ATTACHMENT(S):

A. AP Triton, LLC Proposal
B. AP Triton, LLC's Sole Source Documentation
C. Professional Services Agreement
D. Resolution Authorizing Waiver of Competitive Bidding Process

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

Santa Fe Springs
Department of Fire-Rescue
California

Proposal to conduct an



AMBULANCE SERVICE
Response to County RFP

AP TRITON
VISION · INNOVATION · SOLUTIONS

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PROJECT UNDERSTANDING & **SCOPE OF WORK**

AP Triton, LLC (AP Triton) will provide consulting services and assistance to the City of Santa Fe Springs in the development and presentation in response to a Los Angeles County Request for Proposals for emergency ambulance transportation services, including graphic design, editing, and development, as required. The response for an emergency ambulance RFP process is dynamic and tailored to the individual County and LEMSA specifications. The time on task, contributions from the agency bidding, and short timelines to respond are difficult to predict until the RFP has been issued. Based on these factors, the workload for completing an RFP response may increase above our best estimates and a review will be held with the client during Task 2-A as a progress report and further needs assessment. If it is agreed that additional work by AP Triton will be needed, the additional work will be invoiced at actual costs needed to complete the project. AP Triton will provide technical support and expertise to competitively bid the County's RFP for ambulance transport to include the following:

SECTION ONE—PROJECT INITIATION & INFORMATION ACQUISITION

Task 1-A: Project Initiation Meeting

AP Triton will provide an initial virtual meeting with the client and all AP Triton Team Members, to review the following:

- Response scope of work
- Timelines and associated travel, logistics, etc.
- Sub-contractor process
- Review Client RFP checklist and develop timelines/deadlines
- Review Client minimum qualifications and develop timelines/deadlines
- Review any prior studies, including AP Triton reports

Task 1-B: Develop Initial Working Groups (Initial Meetings)

AP Triton will provide subject matter expertise to facilitate the Development Committee process. Work sessions will be updated regularly through virtual sessions to assist in providing direction to committees in the drafting of content. AP Triton will develop initial meetings with introductions and group task distributions for these five work groups:

- Executive Team
- Operations/Deployment
- CQI
- EMS/Logistics
- Finance

Task 1-C: Meetings with Working Groups

AP Triton will facilitate regularly scheduled meetings, initially occurring bi-weekly then weekly once the RFP is issued. Working Group meetings will begin the Why/How/Who of providing for the system. Additional meetings will occur, as needed. Working Group meetings will guide specific agency teams to develop language that responds effectively to the RFP minimum qualifications.

Task 1-D: Review Potential Minimum Qualifications & Draft RFP (If Available)

Before the RFP is released, AP Triton will meet with designated agency teams to review the task list, ensuring compliance with expected minimum qualifications, financial requirements, and CQI standards. If the draft RFP is presented for comment by the LEMSA or County, AP Triton will evaluate the document and assist in drafting questions or feedback as needed.

SECTION TWO—RESPONSE TO THE RFP

Upon the County's issuance of the RFP, AP Triton will conduct two on-site work sessions to support the development of the written response. These sessions will focus on reviewing, defining, and collaborating on a harmonized draft while identifying any remaining final elements for the Response to the County's RFP.

With multiple Working Groups collaborating on the RFP response, maintaining strict control over the master document is essential. AP Triton's Document Manager will oversee and manage the master document, ensuring consistency, accuracy, and compliance. This includes final editing, content review, and verification to ensure all RFP requirements are thoroughly addressed on behalf of the Client.

If additional on-site workdays are needed and requested by the Client, associated costs will be billed separately from this proposal and invoiced based on actual expenses.

Task 2-A: Review RFP for Questions & Bidders Conference

On-Site Meeting #1 (Three Days, Four Team Members)

- **Day 1: RFP Review & Official Response Development**
  - Review the RFP to identify questions, potential modifications, and necessary adjustments to develop an official response for submission to the County before the published deadline.
- **Days 2 & 3: Full Team Meetings with the Client**
  - Discuss the RFP response, deadlines, and any unmet documents for minimum qualifications.
  - Identify key requirements: GIS and Data needs, presentation requirements (e.g., Video/PowerPoint), and documents elements (e.g., icons, graphic design, attachments, and hyperlinks).

- During these meetings, AP Triton will finalize the leaders' intent, confirm the bidding entity's name, and ensure the completion of all subcontract agreements. Additionally, strict timelines will be established to ensure the project is completed and submitted in accordance with the County's published deadline.

Task	Timeline
Task 2-A: RFP Timeline	**Days 1-10 from issuance of County RFP document**

Task 2-B: Develop RFP Response & Establish Timelines

AP Triton's Document Manager will organize the RFP response into a structured Word document, develop a detailed timeline for each step, and oversee the coordination of all written components.

Task	Timeline
Task 2-B: RFP Timeline	**Days 1-10 from issuance**

Task 2-C: Initial RFP DRAFT

Following the first Onsite Meeting, AP Triton will compile the initial draft RFP response for Client review. Client will have read-only capacity with the master document and must submit all proposed changes in writing to the Document Manager.

Task	Timeline
Task 2-C: RFP Timeline	**Days 30-33 from issuance**

Task 2-D: Team Review of First Draft

On-Site Meeting #2 (Two Days, Two Team Members)
Objective: This meeting will provide a comprehensive review of the draft RFP to ensure completeness, accuracy, and compliance with all requirements.

Key Agenda Items:

- Conduct a full review of the draft RFP, identifying any missing components or incomplete sections.

- Assess outstanding needs and finalize require revisions.
- Determine if additional time or travel is necessary to complete the project.

Next Steps:
Upon completion of this review, AP Triton and Client will formulate if additional time on task or travel is needed to complete the Project and this will be invoiced at actual expenses.

Task 2-E: Complete Draft with Graphics Prepared

After the initial RFP review, all graphics and photos for inclusion will be submitted. AP Triton will identify any missing items, incomplete sections, and anything still needed.

Task	Timeline
Task 2-E: RFP Timeline	**Days 33–40 from issuance**

Task 2-F: AP Triton Team Revisions of DRAFT Document

AP Triton's team will revise the RFP response document based on feedback from previous reviews, ensuring all necessary revisions and enhancements are addressed. Proposed changes and additions will be incorporated in preparation for the second Client review and the final on-site meeting.

Task 2-G: Final Document Preparation

Virtual Meeting

AP Triton's team and the Client will conduct a comprehensive final review of the RFP response to ensure completeness and accuracy. All graphics, photos, and supplemental documents will be included for the review. The review will focus on identifying any missing elements or incomplete sections before entering the final 5–6-day client review phase.

Task	Timeline
Task 2–G: RFP Timeline	**Days 45-50 from issuance**

Task 2-H: Proposal Submitted

AP Triton will submit the final RFP response and final technical/content reviews on the deadline assigned.

Task	Timeline
Task 2-H: RFP Timeline	**Days 49–60 from issuance**

SECTION THREE—PROPOSAL PRESENTATION

Task 3-A: Presentation Preparation

AP Triton will assist the Client with the development of a PowerPoint and written presentation for the review panel. Prior to the presentation, the Client will approve the PowerPoint and AP Triton, and the Client will complete a virtual walk-through.

Task 3-B: Presentation Review Panel

AP Triton will assist the Client with preparing and reviewing their Oral Presentation.

- Practice sessions will be facilitated to offer input and prepare for a mock panel evaluation.
- AP Triton will assemble peers and community partners for a mock panel to participate in a practice run of the PowerPoint presentation that will be performed to the County.
- AP Triton will provide subject matter expertise for the preparation of the oral presentation.

If requested by the agency, AP Triton will attend in-person and assist in the presentation (costs will be in addition to this proposal and invoiced at actual expenses).

Task 3-C: Presentation Video

AP Triton will secure external expertise, including video consulting and PowerPoint development, with all services provided at cost.

OPTIONAL SERVICES

Task A: Appeal Process (Optional)

If the RFP is not awarded to the Client or another bidder challenges the award to the Client, AP Triton to assist with all legal proceedings, County meetings, strategy sessions, and research for the protest process.

- This service is to be negotiated as determined by an agreed-upon scope of services and billed separately on a time and expenses basis.

Task B: Contract Process (Optional)

In the event the Client is the successful bidder, AP Triton will provide subject matter expertise for the awarded contract.

- This service is to be negotiated as determined by an agreed-upon scope of services and billed separately on a time and expenses basis.

Task C: Transition Coordinator (Optional)

AP Triton will provide a Transition Coordinator (additional contract) SME to assist the Client with needs for initiating services.

- This service is to be negotiated as determined by an agreed-upon scope of services and billed separately on a time and expenses basis.

ESTIMATED **PROJECT TIMELINE**

Project Completion Timeline

AP Triton offers the following project timeline, which is subject to change based on the mutual agreement of AP Triton and the City of Santo Fe Springs. The timeline will not begin until AP Triton has been provided with all information and data necessary for the successful completion of the project. AP Triton will make every effort to complete the project in less time than anticipated.

Estimated Time to Complete: 5–6 months, beginning 60–90 days prior to the release of the RFP and complying with the County's published timeframes.

PROJECT **FEE PROPOSALS**

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is ***inclusive*** of expenses for the baseline scope of services. Additional costs, expenses, and the final pricing will be determined based on the actual services.

Project	Fees & Expenses
RFP Response (two onsite meetings included	$203,463
Video & Graphic Design **if needed** (estimate)	$35,000
Proposed Project Fee (will not exceed):	**$238,463**

Additional Pricing & Optional Services

The following services are **estimates only** and should be used for planning purposes. Actual costs will be determined on a time and expense basis.

Service	Fees & Expenses
Additional Trip, including travel expenses (PM, two SMEs, Document Manager, two days)	$18,900/site visit
Additional Trip, including travel expenses (PM and one SME, two days)	$9,900/site visit
Additional Trip, including travel expenses (PM alone, two days)	$5,400/site visit
Additional Trip, including travel expenses (One SME, two days)	$4,500/site visit
Task A—Appeal Process (Optional)	Time & Expenses
Task B—Contract Process (Optional)	Time & Expenses
Task C—Transition Coordinator (Optional)	Time & Expenses
Project Manager	$210 per hour
Subject Matter Expert/Team Member	$165 per hour

PAYMENT INFORMATION

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon signing of the contract for the mandatory baseline services, to initiate work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Additional Expenses

- Any expenses beyond the planned site visits, including but not limited to airfare, lodging, rental vehicles, mileage, and meals, will be invoiced at cost.
- If required documents, policies, procedures, or guidelines are unavailable, the time and expenses incurred for their development will be billed separately.
- Manual copies and electronic submissions are billed at hourly rate plus expenses of the PM and needed assistance.
- If Client requests changes to the RFP after the third AP Triton review, all time and expenses associated with each subsequent review will be billed separately from the original agreement.
- If Client does not provide all necessary supplemental documents or SME support upon completion of the third review, all additional review time and related expenses will be billed separately from the original agreement.
- Additional hours will be billed at a rate of $210 per hour for the Project Manager and $165 per hour for consultants plus any additional travel expenses.

Cost Quotation Information

- The bid quotation is valid for 120 days.
- AP Triton Federal Employer Identification Number: 47-2170685.

ABOUT **AP TRITON**

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.

Address: 1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801

Phone: 833.251.5824 (toll free)

E-Mail: info@aptriton.com

Website: www.aptriton.com

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in the fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Master Plans, Strategic Plans, Emergency Operations Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of the City of Santa Fe Springs. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

By choosing AP Triton as your consulting partner, you gain access to a dedicated team that is committed to delivering exceptional results. We prioritize your goals, remain responsive to your needs throughout the engagement, and provide ongoing support even after project completion. Our dedication to client satisfaction sets us apart and makes us the ideal choice for the City of Santa Fe Springs's consulting needs.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

AP Triton's Approach to Projects

AP Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of AP Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.
- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and workplan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** AP Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.
- **Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.

- **Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- **Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- **Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At AP Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

Best Practices & National Standards

Based on the type of project and study requirements, AP Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the *National Fire Protection Association* (NFPA), *Center for Public Safety Excellence* (CPSE), *Commission on Accreditation of Ambulance Services* (CAAS), and other organizations.

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- **Understand client needs:** AP Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- **Develop a work plan:** AP Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.
- **Engage stakeholders**: AP Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.

- **Conduct a comprehensive assessment:** AP Triton conducts a thorough assessment of the existing organization(s). We identify areas for improvement and prioritize them based on their impact and feasibility.
- **Enhance operational efficiency:** AP Triton identifies opportunities to optimize operational processes.
- **Focus on continuous training and education:** AP Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- **Incorporate data-driven decision-making:** AP Triton utilizes data and analytics to drive decision-making recommendations.
- **Foster collaboration and partnerships:** AP Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.
- **Ensure compliance with regulations:** AP Triton strives to stay current with local, state, and federal industry regulations.
- **Monitor and evaluate progress:** AP Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

PROJECT TEAM **QUALIFICATIONS**

AP Triton is dedicated to partnering with highly experienced and qualified public safety consultants. We have a diverse pool of individuals with extensive knowledge and expertise to meet a wide range of client needs. At AP Triton, we approach each project with unwavering commitment, treating it as our top priority. We are confident that AP Triton is the ideal choice to provide you with reliable Ambulance RFP Response Services solutions that cater to your present and future requirements.

Our Project Team boasts a wealth of experience across various locations throughout the United States. Our approach to assembling Project Teams is meticulous, considering each associate's background, education, experience, and expertise. This ensures that we match the right individuals to the specific tasks required to successfully address your agency's unique needs. As you will discover in the following biographies and resumes, each team member brings a distinct set of skills and valuable past experiences that will greatly benefit the Ambulance RFP Response Services for the City of Santa Fe Springs.

By choosing AP Triton, you gain access to our exceptional talent pool and a customized team equipped to deliver optimal solutions tailored to your specific requirements. We are committed to exceeding your expectations and providing you with unparalleled expertise and support throughout the project.

Project Management Structure

AP Triton's project teams have developed strong organizational skills and adaptability to effectively balance their workload and ensure successful outcomes across various engagements. AP Triton manages multiple projects simultaneously while ensuring high-quality work and meeting client expectations with the following strategies:

- **Team:** AP Triton customizes each team, matching our associates' skills and expertise to each client's specific needs. We delegate specific tasks or engage a team to assist with certain aspects of the project. By leveraging the expertise and skills of others, we can distribute the workload and maintain productivity.
- **Time Management & Task Prioritization:** Effective time management is crucial for consultants. They prioritize tasks, set deadlines, and allocate dedicated time blocks for each project. This helps them stay organized and focused on delivering results.
- **Project Planning:** AP Triton creates work plans that outline key deliverables, milestones, and timelines for each project. This provides us with a clear roadmap and ensures we remain on track with our commitments.
- **Effective Communication:** Clear and proactive communication with clients is essential. AP Triton keeps our clients informed about project timelines, progress, and any potential challenges. This transparency fosters trust and helps us manage client expectations.
- **Leveraging Technology:** Consultants utilize various tools and technologies to enhance their productivity and efficiency. Project management software, communication platforms, and collaborative tools enable seamless coordination, document sharing, and real-time updates.
- **Efficient Work Processes:** AP Triton is constantly evaluating quality assurance and quality improvement. We develop efficient work processes and methodologies based on our experience and industry best practices. We strive to streamline repetitive tasks, leverage templates and frameworks, and adopt standardized approaches to optimize our workflow.
- **Prioritization & Focus:** AP Triton's designated Project Manager is available for the duration of the assigned project. They lead the team and assist our associates and subject matter experts in prioritizing their tasks based on project urgency, client needs, and strategic importance.
- **Collaboration:** Our project teams do not operate in a silo. We possess a pool of expertise and resources. Our project teams collaborate to share insights, seek advice, and leverage collective knowledge to deliver high-quality results.

Edmond A. Rodriguez, MS, BS, AS, CFO, CCRN

Project Manager



Summary of Qualifications

Mr. Rodriguez has over 34 years of fire service experience in small, medium, and large fire and EMS organizations. He is currently a licensed paramedic and registered nurse in California. He has extensive knowledge and is a proven leader in fire protection, the delivery of pre-hospital EMS, firefighter safety, budgeting, and quality improvement systems. Mr. Rodriguez's experience includes developing funding streams to enhance services, EMS and fire delivery system design, and complex management issues affecting the modern fire department.

Chief Rodriguez has experience in Emergency Operations Center management positions during declared natural and human-caused disasters, including Command, Operations, and Logistics. He provides expert testimony on EMS care and delivery and negligence litigation.

Professional Development & Education

- Master of Science—Executive Fire Service Leadership
- Bachelor of Science—Fire Science
- Associate Degree—Nursing
- Graduate—Executive Fire Officer program

Licensure & Certifications

- Certified California Fire Chief
- Certified Chief Fire Officer—CPSE
- Licensed Paramedic
- Critical Care Registered Nurse (CCRN)

Professional Experience

- 34 years in public safety experience, 9 years as Fire Chief
- Incident Commander
- Operations Section Chief
- 37 years as an EMT, Flight Nurse, and Paramedic

Associated Professional Accomplishments

- Past President—California Fire Chiefs Association
- Past President—Monterey County Fire Chiefs Association
- Chair—Monterey County Emergency Medical Care Committee (EMCC)
- Fire Representative—Monterey County Grant Authority-UASI

Project Experience

- Santa Barbara Ambulance RFP
- Sonoma County Ambulance RFP
- San Bernardino County Ambulance RFP
- State of Hawaii (Kauai), County Ambulance RFP
- San Diego City FD EMS Study
- City of San Jose FD EMS Valuation Study
- City of Buena Park Ambulance RFP
- Solano County Fire Chiefs EMS Study
- San Luis Obispo Fire Chiefs EMS Study
- Lake County Fire Chiefs EMS Study
- City of Santee, CRA, Long Range Plan
- Contra Costa County FPD Expert Witness Testimony

Timothy E. Maybee
Senior Associate



Summary of Qualifications:
Tim has worked in the fire service, EMS, and EMS education for over 30 years with numerous levels of work assignments. He worked as the EMS Division Chief for Sacramento County Fire District and Sacramento Metropolitan Fire District and Retired in 2012 as Fire Captain/Paramedic.

Tim has a very strong skill set of experiences in both the administrative and operational levels. These include budgeting, personnel fact finding, CQI, union negotiations, and emergency management preparedness along with incident action planning. Consulting assignments have been throughout California, Washington, Texas and Nebraska.

Educational Background
- American River College, Sacramento, Associate of Science of Fire Technology
- UC Davis Medical Center, Sacramento, EMT II-Paramedic education
- California State Fire Marshal Office, Firefighter/Fire Officer certifications
- National Fire Academy, Emmitsburg MD, EMS and Chief Officer courses

Professional Experience
- Project Coordinator, AP Triton Consulting
- Paramedic, 911 responses and patient care for commercial ambulance companies
- Adjunct faculty instructor, American River College, Paramedic and EMS Education program
- Adjunct faculty instructor, National Fire Academy, EMS leadership courses and curriculum
- Office of Homeland Security, Regional office Sacramento, Training Division
- Fire service operational assignments; Firefighter/Paramedic, Division Chief EMS, Public Information Officer, Training Division, EMS Supervisor, Technical Rescue companies and Company Officer assignments.

Relevant Experience
- Local and regional emergency management task forces, working on Incident Action Plans
- EMS related committees at the local, state, and national levels
- Curriculum design at the National Fire Academy, Advanced Issues in EMS Leadership
- Extensive experience in implementation and operations of fire-based EMS transport programs
- Chair EMS Officers, Sacramento County Fire Chiefs Association

Associated Professional Accomplishments:
- Guest speaker at JEMS EMS Today and Fire Rescue West conferences
- Working task force groups at the local, state, and national levels, fire service position papers
- Lead labor representative for union negotiations
- Implementation of American River College paramedic education program
- Implementation of Task Force-7 CA, Urban Search and Rescue team
- EMS, Subject Matter Expert at the local, state, and national levels

Bob Barry, BS
Senior Associate



Summary of Qualifications

Bob Barry began his EMS career as an EMT in 1980. He brings over 40 years of experience in private sector EMS specializing in ambulance service operations. Bob's career includes significant and diverse professional experience and high-level leadership in the areas of business strategy, ambulance operations, deployment, business development, revenue cycle management, and government and public relations.

Bob is a seasoned business professional who achieves exceptional results by utilizing collaborative leadership, team development, and solutions-oriented strategic planning. He is a skilled negotiator and problem solver with a proven track record of success.

Work Experience
- LIFEwest Southern California—Managing Director
- FALCK—Director of Business Development and Government Affairs
- CARE Ambulance Service—Director

Education
- BS in Business Administration, California State University Fullerton, 1987

Career Milestones
- Successful 911 Ambulance RFP Award—2017 LA County EMS Zones C, D, and E
- Successful 911 Ambulance RFP Award—2014 OC County EMS Zones B, C, D, and E
- Successful 911 Ambulance RFP Award—2009 City of Santa Ana
- Successful 911 Ambulance RFP Award—2006 LA County EMS Zone C
- Successful 911 Ambulance RFP Award—2004 City of Fullerton

Professional Affiliations
- California Ambulance Association—Past President
- Public Relations Society of America—Member

Don Trapp
EMS Division Manager



Summary of Qualifications

With a distinguished career spanning 35 years in Public Safety, Mr. Don Trapp stands as a respected leader and innovator in the field. His vast experience encompasses over nine years in senior Fire Chief Officer roles, where he has made significant contributions to the development and implementation of comprehensive fire and emergency services plans.

Mr. Trapp's leadership extends beyond crafting essential policies and procedures. He has adeptly facilitated the acceptance of these critical plans through collaboration with various governing bodies. His mastery in developing and implementing emergency, strategic, master plans, and succession management processes has been instrumental in streamlining departmental operations and enhancing efficiency.

His specialized expertise in Standards of Cover Analysis, Fees for Service and Cost Recovery Programs, and Advanced Life Support (ALS) Program Development shines through both transport and engine company-based organizations. With a quarter of a century spent as a Paramedic, including the management of EMS operations comprising over 60 paramedic units and 14 ambulances, Mr. Trapp's extensive knowledge in EMS system performance, funding, billing, and staffing sets him apart as an industry authority.

Work Experience

- San Bernardino County Fire Protection District, CA—Firefighter/Paramedic to Fire Chief
- San Bernardino County Professional Firefighters, CA—Executive Vice-President
- Hemet Valley Ambulance Service, CA—Paramedic
- CAL FIRE Riverside County Fire, CA—PCF Fire Apparatus Operator

Education

- Columbia Southern University—AS Fire Science
- California State Fire Officer
- Paramedic
- Background Investigator
- Reserve Peace Officer

Significant Projects

- City of San Bernardino Annexation through LAFCO
- Implemented Single Role Non-Safety Ambulance Operator Program
- City of Upland Annexation through LAFCO
- City of Victorville Contract for service and transition
- Negotiated initial response ALS air resource contract with REACH

Professional Affiliations

- California Fire Chiefs Association
- Metropolitan Fire Chiefs Association
- FIRESCOPE—Operations
- League of California Cities
- Foresters and Fire Wardens

Melissa Vazquez Swank MA, BA

Senior Associate/Director of Project Operations



Summary of Qualifications

With a demonstrated professional journey spanning over a decade, Melissa Vazquez Swank has become a venerated figure in project management and administration. Her specialization lies in handling the multifaceted administrative aspects of project-related assignments. This includes the meticulous planning, precise tracking, and robust documentation of numerous projects from inception at the Request for Proposal (RFP) phase through to a successful closeout.

As Director of Project Operations with over 10 years of experience, Melissa's contribution to business transcends conventional roles. She is dedicated to ensuring that all products not only meet but often exceed professional standards. Her proactive approach in enhancing project efficiency, through the reduction of time and elimination of product waste, stands as a testimony to her commitment to excellence.

Melissa's professional acumen, attention to detail, and comprehensive training equip her to provide unmatched project management support. Her passion for accuracy, fact-checking, and optimal performance permeates every facet of her professional endeavors, aligning with AP Triton's commitment to innovative and high-quality solutions.

Professional Development & Education

- Portland State University: MA, Public History/Native American History, 2010–2013
- Portland State University: BA, History, 2007–2009

Professional Experience

- AP Triton: Director of Project Operations, November 2022–Present
- AP Triton: Professional Services Manager, September 2021–October 2022
- 3:17 Associates: Owner, Principal Consultant, 2021–Present
- Emergency Services Consulting International (ESCI): Various roles including Quality Assurance & Recruitment Specialist, January 2020–August 2021; Recruitment Specialist, July 2017–January 2020; Technical Proofer and Quality Assurance Specialist, March 2015–January 2020
- Portland State University: Adjunct Research Assistant, December 2015–2018
- Freelance: Virtual Assistant, December 2014–Present
- Emergency Services Consulting International (ESCI): Project Administrator, Sept. 2013–June 2014

Project Experience

- Alameda City FD, CA: CRA-SOC
- Central FD (Santa Cruz County, CA): Master Plan & Strategic Plan
- Napa County FD, CA: Master Plan
- Pasco FD, WA: Master Plan & Strategic Plan
- Redmond FD, OR: Master & Strategic Plan
- Santa Barbara FD: CRA-SOC
- Santa Clara LAFCO, CA: MSR-SOI Update

Laurie Cantus, BS

Project Support



Summary of Qualifications

Laurie Cantus is an experienced administrative professional with over 24 years of experience in various roles. During her 12 years of military service, she honed her ability to lead and work collaboratively with others, demonstrating a strong commitment to both leadership and teamwork. She has superb organizational skills, creative approaches to problem-solving, and easily works with diverse groups of people and personalities.

She is highly observant and detail-oriented, and is the go-to "can you check this before I send it out?" person amongst her friends and family. Laurie works in Microsoft Word and PowerPoint at an expert level (and has pushed almost every button on every menu).

Laurie brings a wealth of professional experience to the table and is adept at handling tight or changing deadlines with ease. With a dedication to accuracy and precision, she takes great pride in ensuring that every project she works on is completed to the highest standard. Her commitment to delivering outstanding project support is second to none.

Professional Development & Education

- University of Phoenix, BS, Human Services Management, 2006

Professional Experience

- Project Support, AP Triton, 8/2022–Present
- Owner, Go2Girls (www.yourgotogirls.com), 8/2006–Present
- Executive Assistant/Special Projects, Warnaco Swimwear Group, 5/2003–8/2006
- Broadband Technician, AT&T Broadband, 12/2001–10/2002
- BNCOC Instructor, U.S. Army Reserves, 11/2001–8/2005
- Wire Systems Installer/Supervisor/Administrative Specialist, U.S. Army, 2/1995–11/2001
- Wire Systems Installer, Colorado National Guard, 6/1993–2/1995

Other Project Experience

- San Bernardino FD—RFP for Exclusive Ambulance Services Provider
- Napa County FD—Master Plan
- Carson City FD—EMS Study
- Sonoma County FD—RFP for Exclusive Ambulance Services Provider
- LAFCO Milpitas Profile
- San Ramon Valley—CRA-SOC
- Derby FD—Staffing & Operational Study
- Santa Barbara FD—CRA-SOC
- San Mateo FD—CRA-SOC
- Santa Barbara FD—RFP for Exclusive Ambulance Services Provider
- Alameda County—Transportation & Optimization Study
- San Bruno FD—CRA-SOC

PROJECTS & **EXPERIENCE**

The following is a *partial* list of AP Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alameda County Fire Chiefs Association (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Blaine County (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Jackson County FPD (MO)
- Central Fire District of Santa Cruz County (CA)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- City of Napa Fire Department (CA)
- City of Pflugerville (TX)
- Placer LAFCO (CA)
- San Bernardino County JPA (CA)
- City of San Diego Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williston Fire Department (VT)

Project Types

The following is a *partial* list of projects in which the members of the Project Team for this study have either served as the Project Manager or participated in. Our team has participated in dozens of studies throughout the United States.

Project Description	Organization
• Ambulance Services Optimization Study:	Alameda County Fire Chiefs Association (CA)
• Ambulance Services Optimization Study:	Santa Barbara County Fire Department (CA)
• Ambulance Services Study:	Modesto FD/Stanislaus County OES (CA)
• Ambulance Services RFP:	Sonoma County Fire District (CA)
• Annexation Study (three districts):	Contra Costa County FPD (CA)
• BLS Ambulance System Valuation:	Seattle Fire Department (WA)
• Community Risk Assessment/SOC:	Coalinga Fire Department (CA)
• Community Risk Assessment/SOC:	Davidson Fire Department (NC)
• Community Risk Assessment/SOC:	La Verne Fire Department (CA)
• Community Risk Assessment/SOC:	Medford Fire Department (OR)
• Community Risk Assessment/SOC:	San Ramon Valley Fire Protection District (CA)
• Community Risk Assessment/SOC:	Santa Barbara (City) Fire Department (CA)
• Community Risk/Service Delivery Analysis:	Santee Fire Department (CA)
• Consolidation Feasibility Study:	Elk Creek Fire Protection District (CO)
• Cooperative Services Study:	Clifton FPD/Grand Junction FD (CO)
• Countywide Fire Service Review:	Santa Clara LAFCO (CA)
• Emergency Operations Plan:	Carolina Panthers, Bank of America Stadium
• EMS Feasibility & Optimization Study:	Webster Fire Department (TX)
• EMS Feasibility Study:	Brattleboro Fire Department (VT)
• EMS Optimization Study:	Burbank Fire Department (CA)
• EMS Optimization Study & Transition Plan:	Carson City Fire Department (NV)
• EMS Strategic Assessment & Analysis:	City of Ontario/San Bernardino County (CA)
• EMS Sub-Contractor RFP Response:	CONFIRE JPA (CA)
• EMS Sub-Contractor RFP Response:	Santa Barbara County Fire Department (CA)
• EMS Optimization and Feasibility Study:	San Diego Fire Department (CA)
• EMS System Evaluation:	Truckee Meadows Fire Protection District (NV)
• Financial Analysis:	Long Beach Fire Department (CA)
• EMS System Valuation:	San Luis Obispo Fire Chiefs Association (CA)
• EMS Transportation & Optimization Study:	Alameda County Fire Chiefs Association (CA)

Project Description	Organization
EMS Transportation & Optimization Study:	Solano County Fire Chiefs Association (CA)
Facilities Master Plan:	Redmond Fire Department (OR)
Fire Department Cooperative Services Study:	Golden/Fairmount/Pleasant View FDs (CO)
Fire District Consolidation Study:	Clackamas Fire District 1 (OR)
Fire Services Analysis:	Williston Fire Department (VT)
Fire Services Special Study:	Santa Cruz LAFCO (CA)
Fire Station Location Study:	Portland Fire Department (TX)
Fire Station & CRA/SOC Study:	Montecito FPD (CA)
Fire/EMS Assessment:	Pflugerville Fire Department (TX)
First Responder Fee Study:	Merced Fire Department (CA)
First Responder Fee Study:	Napa Fire Department (CA)
First Responder Fee Study:	Truckee Meadows Fire Protection District (NV)
Long-Range Fire Department Master Plan:	Templeton Fire & Emergency Services (CA)
Long-Range Master Plan:	Fairfield Fire Department (CA)
Management Audit:	Menlo Park Fire Protection District (CA)
Master Plan:	American Canyon Fire Protection District (CA)
Master Plan:	Orting Valley Fire-Rescue (WA)
Master Plan:	Whitefish Fire Department (MT)
Master Plan & Community Risk Assessment:	Brigham City Fire Department (UT)
Master Plan & CRA-SOC:	Central Fire District of Santa Cruz County (CA)
Master Plan & Strategic Plan:	Redmond Fire & Rescue (OR)
Organizational & Operational Analysis:	City of Napa Fire Department (CA)
Municipal Service Review & SOI Study:	Placer LAFCO (CA)
Municipal Service Review & SOI Study:	Nevada LAFCO (CA)
Optimization Study:	Alameda County Fire Chiefs Association (CA)
Organizational Analysis:	Grand Junction Fire Department (CO)
Prevention Fee Study:	Suisun City Fire Department (CA)
Regional Ambulance Study:	Eastern Placer County JPA (CA)
Staffing Study & Operational Analysis:	Derby Fire Department (KS)
Strategic Plan:	Aspen Fire Department (CO)
Strategic Plan:	Blaine County Ambulance Service District (ID)
Strategic Plan:	Davidson Fire Department (NC)
Strategic Plan:	Central Fire District of Santa Cruz County (CA)
Valuation Study:	Pflugerville Fire Department (TX)

CLIENT **REFERENCES**

The following are several references and projects out of the hundreds of projects and studies previously completed by AP Triton. Additional references can be provided.

San Luis Obispo Fire Chiefs Association (California)

Project Title & Description: **Emergency Medical Services System Valuation**

San Luis Obispo County Fire Chiefs Association (SLOCFCA) contracted AP Triton (AP Triton) to analyze the value of the ground ambulance transport system within the county. To thoroughly model the Ground Emergency Medical Transportation (GEMT) and Intergovernmental Transfer (IGT) reimbursements, AP Triton used the San Luis Obispo County operating area for first responder and ambulance costs and revenue projections as a data-driven model. AP Triton provided an estimate for GEMT and IGT reimbursement and a solid valuation of the entire ambulance transport system.

Contact Name/Title:	Steve Lieberman, Fire Chief	**Year:**	2022
Client Phone:	805.473.5490	**Status:**	Complete
Client E-Mail:	slieberman@fivecitiesfire.org		

Webster Fire Department (Texas)

Project Title & Description: **EMS Feasibility & Optimization Study**

AP Triton, LLC (AP Triton) recognizes that the City of Webster Fire Department (WFD) desires to retain a qualified and experienced consulting firm to conduct an EMS Feasibility Study with specific, actionable, and quantifiable benchmarks, and subsequently make recommendations specifically for the WFD in terms of the best staffing model for the current and future needs of the community.

Client Contact:	Dean Spencer, Fire Chief			**Year:**	2022
Client Phone:	281-316-3744	**Client E-Mail:**	dspencer@websterfd.com		
Project Manager:	Richard Buchanan			**Status:**	Completed

Brattleboro Fire Department (Vermont)

Project Title & Description: **EMS Feasibility Study & Operations Analysis**

AP Triton conducted an EMS Feasibility Study with specific, actionable, and quantifiable benchmarks, and subsequently made recommendations in terms of the best staffing model for the current and future needs of the community. The study and detailed analyses provided the BFD with assistance in identifying the costs, risks, and vulnerabilities associated with staffing paramedic EMS ambulance services for the Brattleboro Fire Department and made recommendations for future staffing and service delivery needs of both the EMS service, as well as the fire response for the Town and community.

Client Contact:	Chief Leonard Howard			**Year:**	2022
Client Phone:	802-254-4831	**Client E-Mail:**	lhoward@brattleboro.org		
Project Manager:	Rich Buchanan			**Status:**	Completed

Sonoma County Fire District (California)			
Project Title & Description: **Ambulance Subcontractor RFP Development, Process, & Response** Sonoma County Fire District retained AP Triton to design and develop a Request for Proposals for an ambulance services provider, assist in the RFP process, and provide subject matter expertise support during the written submission evaluations and the oral presentation evaluations, and assist with the contracting of a selected provider. In addition, AP Triton provided consulting services and assistance to Sonoma County Fire District in the development and preparation of a response to an RFP from Sonoma County for emergency ambulance transportation services. Sonoma County Fire District was the successful bidder on the County's RFP.			
Contact Name/Title:	Mark Heine, Fire Chief	**Years:**	2021–2023
Client Phone:	707.838.1170	**Status:**	Complete
Client E-Mail:	mheine@sonomacountyfd.org		

City of San Diego Fire & Rescue (California)			
Project Title & Description: **EMS Optimization & Feasibility Study** The City of San Diego Fire and Rescue contracted AP Triton to review the ambulance transport system within the city. AP Triton's report provides an in-depth review of the current contract, performance of the contractor, correspondence between the City of San Diego and Falck, and options for contract amendments, or emergency actions to ensure continued public safety. San Diego Fire and Rescue has additionally retained AP Triton to conduct a comprehensive study of the various components that comprise the EMS delivery system of the San Diego Fire-Rescue Department (SDFRD). The study will result in a detailed analysis and recommendations including, but not limited to, system models that would produce increased efficiency, cost-effectiveness, operational and patient-care quality improvement, long-term sustainability, and more.			
Contact Name/Title:	Jodie Pierce, Deputy Fire Chief EMS	**Year:**	2021–
Client Phone:	619-279-4467	**Status:**	Ongoing
Client E-Mail:	jlpierce@sandiego.gov		

CLIENT **TESTIMONIALS**

- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
  —Harold D. Scoggins, *Fire Chief, Seattle Fire Department, Washington*

- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
  —Mandy Pomeroy, *County Administrator, Blaine County, Idaho*

- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.
  —Brandon Thueson, *Fire Chief, Brigham City Fire Department, Utah*

- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.
  —Michelle McIntyre, *Executive Officer, Placer County LAFCO, California*

- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
  —Jeremiah Jones, *Deputy Fire Chief, North View Fire District, Utah*

AP TRITON'S CERTIFICATES OF **INSURANCE & LITIGATION**

AP Triton, LLC maintains liability insurance as shown in the following pages. AP Triton has no past and/or pending litigation or unresolved lawsuits. Since AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

Conflict of Interest Statement

AP Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

AP Triton is not presently suspended or otherwise prohibited by any government from participating in this solicitation or any other contract to follow thereafter. Neither AP Triton nor anyone associated with AP Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, AP Triton will immediately notify the client in writing.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
TDW Risk Management Associates, LLC 111 Corporate Drive #200 Ladera Ranch CA 92694	PHONE (A/C, No, Ext):	FAX (A/C, No):
License#: OM63276	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AP Triton LLC 1309 Coffeen Avenue, Suite 3178 Sheridan WY 82801	INSURER A : Hiscox Insurance Company Inc	10200
APTRITO-01	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 545077249 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	SBGL001568-00	3/27/2024	3/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 3,000,000 $ 100,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	SBGL001568-00	3/27/2024	3/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ 2,000,000 $ 2,000,000 $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			SBPL000963-00	3/27/2024	3/27/2025	Limit-Each Limit- Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. J. Winter

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June 26, 2025

Fire Chief Chad A. Van Meeteren
City of Santa Fe Springs
11700 Telegraph Road
Santa Fe Springs, CA 90670
ChadVanMeeteren@santafesprings.org

Re: Sole Source Justification—Los Angeles County RFP Response Assistance

Dear Chief Van Meeteren:

With appreciation for our continuing partnership, AP Triton respectfully submits this Sole Source Justification to support the City of Santa Fe Springs in preparing a response to a Los Angeles County Request for Proposals (RFP) for emergency ambulance transportation services. Having already conducted the City's EMS Transportation and Optimization Study, AP Triton is uniquely qualified to serve as your exclusive partner in this next critical phase.

Unmatched Continuity and System Familiarity
Our recent EMS Transportation and Optimization Study for Santa Fe Springs involved an in-depth evaluation of the feasibility of the City becoming its own 911 ambulance transport provider under a newly proposed Exclusive Operating Area (EOA). The study included:

- An operational and financial assessment of current ALS service delivery;
- Forecasts of service demand and unit utilization to determine the potential need for a second ALS squad company;
- Development of five EMS transport service delivery models—including sworn, non-sworn, hybrid, and subcontracted systems;
- Detailed cost and revenue projections for each model, including unit hour costs and net revenue recovery estimates;
- Strategic recommendations for staffing, EMS system design, and deployment planning.

The findings concluded that the City could operate a sustainable and high-performing ambulance service without requiring general fund subsidies, provided the selected model aligned with evolving service demands and maintained flexibility to adjust to future county-level contracting requirements.

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AP Triton's analyses and recommendations have positioned the City of Santa Fe Springs to successfully respond to the anticipated Los Angeles County EMS Agency RFP for its own EOA. As the firm that developed the foundational planning and financial modeling, AP Triton is uniquely qualified to assist the City in preparing a compelling and compliant RFP response.

Exclusive Experience in EMS RFP Development and Response

AP Triton has an established record of assisting fire agencies across California in successfully responding to County-level ambulance RFPs and in developing subcontractor agreements that enhance public safety service delivery. Our work includes:

- **Sonoma County Fire District:** Development of subcontractor RFP and successful County proposal response.
- **Santa Barbara County Fire Department:** RFP development and successful system bid support.
- **CONFIRE JPA:** San Bernardino County RFP response development.
- **Contra Costa County Fire:** Ambulance Subcontractor RFP (2014, 2024), Response to County RFP (2015)
- **Solano County Fire Chiefs:** County Subcontractor RFP (2024)
- **San Louis Obispo County Fire Chiefs**: County Subcontractor RFP (2025)
- **City of Westminster:** Ambulance Contractor RFP (2025)

In each of these cases, we provided comprehensive consulting services—ranging from operational planning and system modeling to fee development and legal defensibility reviews. Our role often includes crafting compelling, data-driven narratives that clearly articulate the agency's value proposition within a competitive procurement environment.

Proven EMS System Design and Optimization Leadership

AP Triton is the only consulting firm in California that has led the full lifecycle of EMS system design—from cost recovery analysis to service implementation—across both public and public-private models. Our leadership in the development of the GEMT and PP-GEMT programs further underscores our expertise in sustainable EMS financing.

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Strategic Positioning for Countywide RFP Success

Given the competitive nature of County EMS procurements, it is critical that Santa Fe Springs present a response grounded in operational credibility, financial prudence, and community responsiveness. No other firm is better positioned to help craft such a response. We have already developed foundational materials and analyses specific to your City that can be readily expanded and refined to meet the County's RFP specifications.

Based on our extensive history with your EMS system and unmatched experience with County-level EMS RFPs, AP Triton is the sole source consultant capable of delivering the required support with the efficiency, depth, and precision this effort demands. We are committed to ensuring your continued success in providing exemplary EMS services to the residents of Santa Fe Springs and the surrounding region.

Please do not hesitate to contact Melissa Vazquez Swank, Director of Project Operations, at mswank@aptriton.com or (503) 708-4282 for additional information or next steps.

With gratitude for your continued trust,

Kurt Latipow
Chief Executive Officer

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
AP TRITON, LLC

This Professional Services Agreement ("Agreement") is made and effective as of August 20, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and AP Triton, LLC ("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 professional consulting services for City's response to **Request for Proposals (RFP): Ambulance Service Response to Los Angeles County RFP** (collectively, the "Project"); 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 City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of August 19, 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:

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **August 20, 2028** ("Term"), or until services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional, one (1) year term, if mutually agreed upon in writing.

2. SERVICES

Subject to the terms and conditions of this Agreement, Consultant shall perform the services and tasks described and set forth in the Consultant's Proposal, attached hereto as Exhibit A, incorporated herein as though set forth in full ("Scope of Work"). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of

performance set forth in this Agreement and by the City. To the extent that Exhibit A contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

3. PERFORMANCE

A. Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties;

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

C. 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;

D. Consultant shall at all times enforce strict discipline and good order among Consultant's employees; and

E. Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

4. PAYMENT OF COMPENSATION

A. Consultant's total compensation for the performance of all Work contemplated under this Agreement shall not exceed Two Hundred Thirty-Eight Thousand Four Hundred Sixty-Three Dollars ($238,463.00) (the "Not-to-Exceed Sum"), per fiscal year (July 1st – June 30th), during the Term of this Agreement, unless additional payment is first approved as provided in this Agreement. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

B. Consultant shall not be compensated for any Work rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the

City Manager or his/her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. 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 the reimbursable out-of-pocket expenses incurred. 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.

D. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Work.

5. 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.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. ABANDONMENT BY CONSULTANT

In the event Consultant ceases to perform the Work 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 Work, 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, tasks and other Work 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.

8. CITY'S REPRESENTATIVE

City hereby designates the City Manager (the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his/her 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 his/her designee.

9. CONSULTANT REPRESENTATIVE

Consultant hereby designates Holland Miller, National Sector Account Manager, to act as its representative for the performance of this Agreement (the "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 his/her designee will supervise and direct the performance of the Work, 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 portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant.

10. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS

Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and will be reasonably 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.

11. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES

Consultant represents, acknowledges and agrees to the following:

A. Consultant will perform all Work skillfully, competently and to the highest standards of Consultant's profession;

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 Work 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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with 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 Work 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 will be completed within seven (7) calendar 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 Work skillfully, competently and to the highest standards of Consultant's profession.

12. 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.

13. 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 as follows: See Exhibit B.

14. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR

The Work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work 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 Work 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 Work 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 to 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.

15. 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 Work 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 Work.

16. 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 Work. Consultant's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements, Federal Labor Standards Provisions including the prevailing wage requirements of the DBRA, and all applicable regulations of the U.S. Department of Housing and Urbanization.

17. 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.

18. 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.

19. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth in **Exhibit C**. Consultant will procure and maintain the required insurance coverage, at its own expense.

20. INDEMNIFICATION

A. The Parties agree that City and 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.

B. 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.

C. 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 Section, 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.

D. The obligations of Consultant under this Section 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.

E. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section 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 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.

F. 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.

G. This Section 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.

21. 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 22, 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 25, below, and other information of any kind prepared by Consultant in connection with the performance of the Work. 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 22, below, will operate to prohibit or otherwise

restrict City's ability to terminate this Agreement for convenience as provided under this Section.

22. 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 herein, 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 Event of Default 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 subsection B.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 Subsection B.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 Work; (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; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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 pursuant to this Agreement 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.

23. SCOPE OF WAIVER OF DEFAULT

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.

24. SURVIVING ARTICLES, SECTIONS AND PROVISIONS

The termination of this Agreement pursuant to any provision of this Agreement or by normal expiration of its term or any extension thereto will not operate to terminate any

Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

25. 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.

26. 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 Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

27. 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., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

28. PROHIBITED INTERESTS

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.

29. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

30. 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.

31. SUBCONTRACTING

Consultant will not subcontract any portion of the Work required by 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.

32. 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:

To the City:
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Clerk's Office

To Consultant:
AP Triton LLC
1309 Coffeen Ave., Suite 3178
Sheridan, WY 82801
Attention: Edmond A. Rodriguez
Project Manager/Sr. Associate
Email – Erodriguez@aptriton.com
Phone – (209) 992-1272

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.

33. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

34. GOVERNING LAW

City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

35. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of

this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

36. FORCE MAJEURE

The Completion Date shall 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, if the 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.

37. AMENDMENTS; MODIFICATIONS

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.

38. NON-EXCLUSIVE AGREEMENT

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

39. ATTORNEYS' FEES

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

40. 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.

41. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the successors and assigns of the Parties.

42. CONSTRUCTION

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

43. WAIVER

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

44. SEVERABILITY

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

45. COUNTERPARTS

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

46. AUTHORITY TO EXECUTE THIS AGREEMENT

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

47. ELECTRONIC SIGNATURES

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE SPRINGS

_____

Date: _____

CONSULTANT

_____

Name: Edmond A. Rodriguez
Title: Project Manager/Sr. Associate
Date: _____

ATTEST:

_____
Fernando Munoz, Deputy City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez, City Attorney

Attachments:	Exhibit A	Consultant’s Proposal/Scope of Work
	Exhibit B	Key Personnel
	Exhibit C	Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSALS/SCOPE OF WORK

EXHIBIT A

KEY PERSONNEL

EXHIBIT C

INSURANCE REQUIREMENTS

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

Commercial General Liability Insurance. Consultant shall procure and maintain commercial general liability insurance ("CGL Coverage") with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall procure and maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

Professional Liability (Errors & Omissions) Insurance. For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain professional liability insurance appropriate to Consultant's profession. Such coverage shall have the minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation Insurance. Consultant shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 per accident for bodily injury or disease) 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 Work contemplated in this Agreement.

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

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced,

the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

ATTACHMENT D

APPROVED:
ITEM NO.:

RESOLUTION NO. 9973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AUTHORIZING THE WAIVER OF THE FORMAL BID PROCESS PURSUANT TO SANTE FE SPRINGS MUNICIPAL CODE SECTION 34.18 REGARDING THE SOLE SOURCE FOR AP TRITON, LLC, TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR SANTA FE SPRINGS' RESPONSE TO LOS ANGELES COUNTY REQUEST FOR PROPOSALS FOR AMBULANCE SERVICES, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND AP TRITON, LLC

WHEREAS, AP Triton, LLC (AP Triton) has over 60 years of operational fire service experience in fire service business practices at the local, state and national levels; and

WHEREAS, AP Triton has over eight years of experience representing and advising more than 30 fire agencies, fire agency associations, cities and other local public agencies located within California on matters related to designing, implementing, and managing programs including fire-based emergency medical services ("EMS") and ambulance services, as well as state and federal cost-recovery programs; and

WHEREAS, AP Triton is the only consulting firm that has developed and implemented complete ambulance systems within California; and

WHEREAS, in accordance with the proposed Professional Services Agreement ("PSA"), AP Triton would advise the City of Santa Fe Springs Fire Department ("SFSFD") in its response to an anticipated procurement by the County of Los Angeles for Ambulance Services; and

WHEREAS, the City of Santa Fe Springs ("City") wishes to retain the services of AP Triton to provide those consulting services; and

WHEREAS, according to the Santa Fe Springs Municipal Code section 34.18 (C), the City is not required to solicit formal bids and may pursue sole-source procurement when: (1) only one vendor is capable of providing the required goods or services due to unique circumstances; (2) a vendor possesses specialized knowledge, experience, or proximity critical to the success of the project; and (3) timeliness is a factor that cannot be met through competitive bidding; and

WHEREAS, the public interest would not be served here by engaging in the standard competitive bid solicitation process because of the time sensitive nature of this project and a limited number of qualified firms that would be able to provide these specialized consultation services; and

WHEREAS, City staff recommends that the City enter into a PSA with AP Triton for professional consulting services for a total not-to-exceed amount of $238,463:

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

SECTION 1. The City Council finds and determines that the foregoing recitals of fact are true and correct.

SECTION 2. The City Council of the City of Santa Fe Springs hereby waives the formal bid solicitation requirements of Santa Fe Springs Municipal Code section 34.15, et seq., as it relates to the sole-source agreement with AP Triton, LLC, for professional consulting services with regards to the City's response to an anticipated procurement by the County of Los Angeles for Ambulance Services.

SECTION 3. The City Council of the City of Santa Fe Springs hereby authorizes the City Manager to execute a Professional Services Agreement by and between the City of Santa Fe Springs and AP Triton, LLC, for a total not-to-exceed amount of $238,463.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and this Resolution shall be published as required by law and shall take effect as provided.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2025.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
William K. Rounds, Mayor

APPROVED:
ITEM NO.:

ATTEST:

_____ _____
Fernando Muñoz, City Clerk Date

ITEM # 33

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: **REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME): AWARD OF CONTRACT**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Authorize the City Manager to enter into a Professional Services Agreement with Fire Support Services, LLC and award a contract for the part-time Regional Training Group Civilian Assistant Planning Coordinator position, funded through the 2023, 2024, and 2025 State Homeland Security Program grants; and

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

FISCAL IMPACT

If approved, there is no impact to the City's General Fund. This position is fully reimbursable through the State Homeland Security Program grant funds allocated for fiscal years 2023, 2024, and 2025. The City of Santa Fe Springs will be reimbursed by the County of Los Angeles, which serves as the subgrantee agency for SHSP funding.

BACKGROUND

The Regional Training Group (RTG), under the Los Angeles Area Fire Chiefs Association (LAAFCA), supports the training and operational readiness of 29 fire departments across the Los Angeles area. RTG oversight is provided by an Executive Director, an Intelligence Chief, and several sworn fire officers from member departments. Together, they manage the implementation of the Regional Fire Service Training Strategic Plan through six regional training centers.

To support the administrative functions necessary for regional program delivery, the RTG utilizes a part-time civilian position, the Civilian Assistant Planning Coordinator. This role was previously funded under SHSP 2020, which concluded in April 2023. A new RFP was released by the City of Santa Fe Springs on May 12, 2025, to identify a qualified consultant to continue services under SHSP funding for grant years 2023 through 2025.

ANALYSIS

The RFP outlined the position's responsibilities, including project coordination, administrative and grant support, meeting facilitation, report development, and calendar management for RTG activities. The selected consultant is expected to operate independently, with a strong understanding of regional fire service operations and federal grant compliance requirements.

At the close of the proposal period on June 12, 2025, the City received one proposal from Fire Support Services, LLC. The submission was reviewed by an independent panel and determined to be fully responsive and highly qualified based on the detailed scope of work outlined in the RFP.

Fire Support Services, LLC has previously worked with the Regional Training Group under past grant cycles and has consistently delivered timely, professional, and high-quality work. Their continued involvement will ensure operational continuity and effective support of the RTG's goals. Their familiarity with the program, experience with grant-funded public safety initiatives, and capacity to perform in a regional coordination role make them an ideal choice for this assignment.

DISCUSSION

The RTG position will support training programs by assisting in the planning, coordination, and execution of training events and activities, in addition to assisting the LAAFCA grant administrator as needed with research and reports.

SUMMARY/NEXT STEPS

Upon City Council approval of the agreement with Fire Support Services, LLC, City staff will finalize the Professional Services Agreement and initiate contract implementation.

ATTACHMENT(S):

A. Request for Proposal
B. Professional Services Agreement – City of Santa Fe Springs Department of Fire-Rescue and Fire Support Services, LLC

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

REQUEST FOR PROPOSAL

Regional Training Group Civilian Assistant Planning Coordinator (Part Time)

May 28, 2025

SUBMITTED TO:

Chad Van Meeteren, Fire Chief
City of Santa Fe Springs, Fire-Rescue
11300 Greenstone Ave.
Santa Fe Springs, CA 90670

SUBMITTED BY:

Fire Support Services, LLC
260 Broadway
Costa Mesa, CA 92627
Phone: 949-903-4058
brent@firesupportservicesllc.com

Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

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Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

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Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

1. Letter of Transmittal

Chad Van Meeteren, Fire Chief
City of Santa Fe Springs, Department of Fire-Rescue
11300 Greenstone Ave., Santa Fe Springs, CA 90670

Dear Chief Van Meeteren:

I am pleased to present this proposal in response to your Request for Proposal, Regional Training Group Civilian Assistant Planning Coordinator (Part Time). The present submittal accomplishes the goals set out in the RFP.

Fire Support Services LLC is a California-based Corporation and I am its sole proprietor. As the CEO, I will serve as your primary point of contact. I am confident that my experience and qualifications will benefit the Los Angeles Area Fire Chief's Association Regional Training Group and assist in its overall mission.

I look forward to discussing my credentials and qualifications with you and am eager to proceed with the next steps in this process should I be selected to do so.

For further information related to this contract, please contact me directly at:

Brent A. Hayward, CEO
Fire Support Services, LLC
260 Broadway
Costa Mesa, CA 92627
Telephone: (949) 903-4058
Email address: brent@firesupportservicesllc.com

I further acknowledge receipt of any and all amendments to this RFP.

Respectfully submitted,

Brent A. Hayward

Brent A. Hayward_____ 5/27/2025

Brent A. Hayward Date

Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

2. QUALIFICATIONS

I have thirty-three (33) years of experience, having worked for the City of Santa Fe Springs (SFS) Fire Department in numerous capacities. I began my career in the fire service at the age of 27 after working in the aerospace manufacturing business as a machinist and Numerical Control programmer and operator for ten years, and continued to work in that industry after being hired by Santa Fe Springs for an additional ten years on a prat-time basis. I attended Santa Ana's 72nd Basic Fire Academy and after graduation, served as an auxiliary Firefighter with SFS Fire. I was hired full-time as a Firefighter in 1990. Working my way through the ranks, I held every position in the department. The last eleven (11) years included five (5) as a Division/Battalion Chief, one (1) year as an Administrative Battalion Chief, and the last five (5) years as the Fire Chief for the Department of Fire-Rescue for the City, two also as the Operational Area "E" Fire Chief/Area Coordinator.

As a current Regional Training Group (RTG) Civilian Planning Coordinator, I serve under the direction of the Executive Director of the RTG and have been involved with the group since its inception for many years. I work closely with several key members who helped institute the RTG's Strategic Plan, and helped develop one of the six Regional Training Facilities at Rio Hondo College at 11400 Greenstone Avenue in Santa Fe Springs. My background in the development of the site began in 2001 when I was tasked (based on grant writing classes at Long Beach State University) with writing and being awarded the department's first Assistance to Firefighter Grant (AFG) award. Since 2001 I have been writing, managing, and working with grants and received additional rewards from the AFG and work annually with the State Homeland Securities Grant Program (SHSP), Urban Areas Securities Initiative Program (UASI), and other public safety grants. Over this period till present, I have been directly involved with receiving and managing over $20,000,000 in State and Federal awards. I worked closely with the County of Los Angeles and their CEO on grant reimbursement submissions, funding allocations, reimbursement requests, modifications of awards, in-depth grant audits through LA County contracted grant auditors, and have worked with the LA Area Fire Chiefs (LAAFCA) one year as the point person for the LAAFCA Chiefs, developing spreadsheets and gathering information from twenty-nine (29) cities to compile a grant submission for SHSP through LA County to CA State OES.

Having been a Fire Chief with a Regional Training Site, I feel I have a depth of knowledge with the RTG, the LAAFCA Fire Chiefs and understand the needs of both the RTG and the Region. Additionally, I was involved with the inception and development of the RTG becoming a Joint Powers Authority (JPA). As the Fire Chief at that time, our City was one of the first charter members of this organization and I served as Secretary for the group for two years.

My last five years with the Department as Fire Chief (2017-2022) gave me the opportunity to lead a progressive department that has both a State Type-1 Hazardous Materials Team, and a Urban

Search and Rescue Team (Also State Certified) the supports Regional Task Force-2, community Paramedic Program, Fire Prevention Bureau, and Environmental Protection Division that is one of 81 Certified Unified Program Agencies (CUPA) in the State of California. Challenging during these more difficult economic times, I managed the department's $19,000,000 annual budget with a very tight operational budget and with the support of staff and a focus on customer service and firefighter safety, was pleased each of the last five years, to finish each under budget. Key to that also comes from the development of key relationships with the City's other department heads, City Manager, community organizations, and City Council. Having all these individuals and groups understand what the RTG does for the region and specifically for the City, was one of my goals over my tenure as Fire Chief.

Education

- **Associate of Arts (AA), General Education, Orange Coast College, Costa Mesa CA**
- **Associate of Science (AS), Fire Technology, Rancho Santiago College, Santa Ana, CA**
- **Bachelor of Science (BS), Occupational Studies, CA State University, Long Beach**
- **Environmental Waste Management Certificate, Columbia Southern University, Orange Beach, AL**

Professional Training and Certifications

*** HazMat Specialist**	*** HazMat Technician**
*** HazMat First Responder Operational**	*** Swift-Water Technician I & II**
*** Rescue Systems I**	*** Con-Space Rescue Awareness**
*** Trench Rescue**	*** Confined Space Operations**
*** Rescue Systems II**	*** Tower Rescue Systems**
*** ICS S-190 (Wildland Fire Behavior)**	*** ICS S-200 (Basic ICS)**
*** ICS S-205 (Urban Interface)**	*** ICS S-231 (Engine Boss)**
*** ICS S-234 (Firing Methods)**	*** ICS S-290 (Fire Behavior/Int)**
*** Firefighter I**	*** Rapid Intervention Crew Tactics**
*** Training Program Management**	*** FRO – Clandestine Meth Labs**
*** PIO Training**	*** Large Area Search**
*** Art of Reading Smoke**	*** PowerPoint Lab Training**
*** No One Left Behind Training**	*** Command Presence Training**
*** Terrorism Consequence Management**	*** Radiological Transport Training**

Brent A. Hayward

Brent A. Hayward

5/27/2025

Date

Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

3. KEY PERSONNEL

The key personnel listed in the proposal (and below) will be the sole individual used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

Key Personnel:

Fire Support Services, LLC
Brent A. Hayward – CEO
260 Broadway
Costa Mesa, CA 92627
(949) 903-4058

Brent A. Hayward
Brent A. Hayward

5/27/2025
Date

Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

4. PROJECT WORK PLAN

Under the direction of the Executive Director of the RTG/LAAFCA, Fire Support Services, LLC (FSSLLC) proposes to fulfill the role as an RTG Civilian Assistant Planning Coordinator (RTG CAPC).

The scope of work to be provided includes assisting RTG personnel with training project coordination, and handle routine and advanced duties for RTG business, including organizing files, creating correspondence, preparing reports and documents, managing calendars to schedule training and appointments, assist the LAAFCA grant administrator as needed, and offer general staff support around managing and distributing information internally and externally. Additionally, Fire Support Services LLC will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues.

FSSLLC is very familiar with the RTG strategic plan and understand the direction and leadership needed for the implementation and execution of the LAAFCA/RTG strategic plan. FSSLLC understands the roles of each member of the RTG and the administrative support that each position requires. As a former Chief with subordinates who were working under the RTG, FSSLLC understands the collaboration required to work with the RTG and LAAFCA to achieve its goal of training and support to the over 9500 firefighters in the region.

To accomplish the goals of the RTG Regional Fire Service Training Strategic Plan, Fire Support Services, LLC proposes to serve as the RTG Civilian Assistant Planning Coordinator position to accomplish the objectives included herein.

Specifically, to accomplish the goals of the position set forth in the RFP, and by the RTG for this position, Fire Support Services, LLC will provide continuity in working with RTG Executive Director and personnel within the broad context of the Training Strategic Plan through the LAAFCA Executive Board. This will be achieved by performing detailed and comprehensive work and collaboration with stakeholders. To this end, FSSLLC will:

- Under direction of the RTG Executive Director, provide administrative support in the strategy of the RTGG within the broad context of the Training Strategic Plan.
- Assist RTG Personnel with training program and project coordination.
- Handle routine and advanced duties for RG business.
- Organize files, create correspondence, and prepare detailed reports, and documents related to the RTG.

- Manage staff calendars to schedule training and appointments.
- Attend meetings throughout the Los Angeles region and adjoining areas as requested or required.
- Assist the LAAFCA Grant Administrator as directed.
- Offer general staff support around managing and distributing information both internally and externally.
- Assist with other RTG training, research, and administrative tasks as needed.
- Provide routine written and oral reports of RTG matters.
- Represent LAAFCA and the RTG in a Professional manner.

Brent A. Hayward

Brent A. Hayward

5/27/2025

Date

Fire Support Services, LLC

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5. COST PROPOSAL

Fire Support Services, LLC has carefully examined the requirements of the RFP to develop its cost proposal. The assumptions presented in this section are intended to help the contracting entity with the anticipated project scope, timing, resources, and financial compensation for this effort.

FSSLLC welcomes the opportunity to work collaboratively with the City of Santa Fe Springs to address any questions or concerns that may arise subsequent to the submittal of this proposal.

Consulting Services Pricing and Assumptions

1) Fire Support Services, LLC is providing a "not to exceed" price to fulfill all the duties and responsibilities associated as a Contractor to assist the Los Angeles Area Fire Chiefs' Association RTG with Professional Services;

2) This price quote is based on the detailed descriptions and other proposed elements contained and outlined in proposal, including any assumptions and/or clarification therein.

3) Miscellaneous Supply Costs have been estimated in this proposal and included in the detail.

4) Fire Support Services, LLC is amendable to contract extensions, as needed.

Description

Brent A. Hayward, Hourly rate $86.54, average of 1,040 hours per year at an annual rate of $90,000.

Estimated number of hours per week: 10-30 dependent on project demands and tasks.

Cost proposal does not included mass copying and production of materials for distribution for RTG business. This expense will be at the expense of LAAFCA. Fire Support Services, LLC will provide copies of reports and other written documents at its own expense for the LAAFCA Executive Board and RTG Executive Director

Fire Support Services, LLC

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The total price for services proposed by Fire Support Services, LLC described in the Narrative / Technical proposal will not exceed $83,000 for each twelve-month (12) period. Fire Support Services, LLC shall reserve the option to also submit project milestones for billing in lieu of, or in addition to, hourly rates as they are completed and acknowledged by both parties.

Fire Support Services, LLC is interested and willing to discuss and provide service after this initial term with the option of annual renewals at the discretion of the City and Fire Support Services, LLC.

Fire Support Services, LLC reserves the right to negotiate the price for renewal of this contract after the initial 12-month term based on the City's satisfaction with Fire Support Services, LLC and available funding sources for this position.

Brent A. Hayward

Brent A. Hayward

5/27/2025

Date

Fire Support Services, LLC

260 Broadway
Costa Mesa, CA 92627
Phone (949) 903-4058
E-mail: brent@firesupportservicesllc.com
UEI# JCHQMSH6VJW1 CAGE# 9G0R7

6. CERTIFICATION

The undersigned declares this Request for Proposal has been read and agrees and proposes to furnish all necessary labor to provide a complete service as a Contractor to the Los Angeles Area Fire Chief's Association for Professional Services to the RTG, all in accordance with the terms, conditions, and specifications of the City of Santa Fe Springs RFP, Regional Training Group Civilian Assistant Planning Coordinator (Part Time), in an amount not to exceed $90,000 per annum.

The undersigned hereby certifies that this bid is genuine and not fraudulent or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Bidders to submit a fraudulent bid, or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Further, the undersigned also declares under penalty of perjury under the laws of the State of California that representations made in this bid are true and correct to his knowledge.

Brent A. Hayward

Brent A. Hayward

5/27/2025

Date

7. REFFERENCES

City of Santa Fe Springs, CA
Mike Crook, Fire Chief
11300 Greenstone Ave.
Santa Fe Springs, CA 90670
(562) 244-5458
Hammer7734@aol.com
Dates: 12/2012 – 12/2017

- Oversee grants management, administration, Finance liaison, and Audits
- Budget management and preparation, personnel administration
- Regional Training Center – Grant development and administration
- Battalion Chief responsibilities, Administrative BC (40-hour) for 12 months (2017)

City of Whittier, CA
Aaron Ruiz, Police Captain
13200 East Penn St.
Whittier, CA 90602
(562) 567-9200
aruiz@cityofwhittier.org
Dates: 1/2018 – 12/2022

- Work cohesively with Police Contract agency and Fire-Rescue on Public Safety
- Under Council direction, develop public safety plans
- Attend public meetings, budget review, staffing model planning for public events
- Develop Incident Action Plans in coordination with Police and other public safety departments

4. REFFERENCES (cont.)

City of Santa Fe Springs, CA
Donna Mack, Finance Analyst
11300 Greenstone Ave.
Santa Fe Springs, CA 90670
(562) 944-9713

- Work with City Finance personnel for grant management, grant payments, budgeting, audits (both SHSP, UASI, and City).
- Prepare reports for City and grant audits, reports for Council, Reimbursement packages.

Brent A. Hayward

Brent A. Hayward

5/27/2025

Date

2025
PROFESSIONAL SERVICES AGREEMENT
FIRE SUPPORT SERVICES and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of August 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and FIRE SUPPORT SERVICES, LLC (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 professional consulting services for the position of a Regional Training Group Civilian Assistant Planning Coordinator; 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 August 20, 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 commencing from the Effective Date through August 20, 2028 (hereinafter, the "Term"). 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.

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 "REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME)" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "FIRE SUPPORT SERVICES, LLC PROPOSAL" (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 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 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 Work 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 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.

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "COST PROPOSAL" 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 **Two Hundred Forty Six Thousand Dollars ($246,000.00)** (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 FIRE CHIEF CHAD VAN MEETEREN (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 BRENT HAYWARD 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.

2.5.1 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 as follows: Brent A. Hayward – Chief Executive Officer (CEO), Fire Support Services, LLC

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that

CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

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 EXHIBIT C INSURANCE REQUIREMENTS (Insurance Coverages) of the REGIONAL TRAINING GROUP

CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME).

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 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.

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 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.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein 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 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.

4.6 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.

4.7 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:
FIRE SUPPORT SERVICES
260 BROADWAY
Attn: BRENT HAYWARD
Phone: (949) 903-4058

CITY:
CITY OF SANTA FE SPRINGS
DEPARTMENT OF FIRE-RESCUE
11300 GREENSTONE AVE
PHONE: (562) 944-9713
Attn: CHAD VAN MEETEREN,
FIRE CHIEF

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:

By: René Bobadilla, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Date: _____

FIRE SUPPORT SERVICES, LLC

By: _____

Name _____

Title: _____

Date:

EXHIBIT A

REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR
(PART TIME)

EXHIBIT B

FIRE SUPPORT SERVICES, LLC PROPOSAL

EXHIBIT C

COST PROPOSAL & INSURANCE REQUIREMENTS

ITEM # 34

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: **ADOPTION OF RESOLUTION PROCLAIMING THE CITY MANAGER TO ACT AS THE DIRECTOR OF EMERGENCY SERVICES DURING THE EXISTENCE OR THREATENED EXISTENCE OF A LOCAL EMERGENCY**

DATE: August 19, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt the attached Resolution proclaiming the City Manager to act as the Director of Emergency Services during the existence or threatened existence of a local emergency, in accordance with California Government Code Section 8630 and Chapter 26 of the Santa Fe Springs Municipal Code; and

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

FISCAL IMPACT

There is no direct fiscal impact resulting from the adoption of this resolution. However, having a formalized emergency command structure in place ensures the City remains eligible for federal and state disaster assistance and reimbursement under programs such as the California Disaster Assistance Act (CDAA) and FEMA's Public Assistance Program.

BACKGROUND

The California Emergency Services Act (Government Code §§ 8550–8668) and the Santa Fe Springs Municipal Code Chapter 26 provide the legal framework for emergency preparedness and response in the City. These statutes authorize the City Council to

proclaim the existence or threatened existence of a local emergency and to designate responsibility for managing emergency operations.

In accordance with local ordinance and standard emergency management practice, the City Manager serves as the Director of Emergency Services, charged with the coordination of all emergency functions, including the implementation of the City's Emergency Operations Plan, coordination of mutual aid, and direction of City resources.

ANALYSIS

The purpose of this resolution is to formally proclaim and reaffirm the role of the City Manager as the Director of Emergency Services whenever a local emergency exists or is threatened.

DISCUSSION

This designation ensures clear leadership, operational control, and compliance with federal and state emergency management protocols. Such designation is also important for the timely execution of emergency declarations, procurement actions, public communications, and coordination with the Los Angeles County Office of Emergency Management and the California Office of Emergency Services (Cal OES).

SUMMARY/NEXT STEPS

It is requested that the City Council approve the formal adoption of this resolution as it aligns with best practices for emergency management, ensures legal compliance, and strengthens the City's preparedness posture. The designation of the City Manager as Director of Emergency Services is an essential step in effectively managing emergency operations and protecting public safety.

ATTACHMENT(S):

A. Resolution No. 9974
B. OES-FPD-130 (Designation of Applicant's Agent Resolution For Non-State Agencies)

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

APPROVED:
ITEM NO.:

CITY OF SANTA FE SPRINGS
RESOLUTION NO. 9974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DESIGNATING AUTHORIZED AGENTS FOR DISASTER FINANCIAL ASSISTANCE AND GRANT PROGRAMS ADMINISTERED BY THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

WHEREAS, the State of California Governor' s Office of Emergency Services (CalOES) administers Federal and state financial assistance for Federally-declared disasters and various grant programs for hazard mitigation and reduction, disaster preparedness, emergency assistance and disaster relief; and

WHEREAS, CalOES requires that agencies receiving financial assistance and grants administered by CalOES, including Hazard Mitigation Grant Program (HMGP) funds, designate the agency officials authorized to execute various assurances and agreements related to such financial assistance; and

WHEREAS, on _____, 20___, the City Council of the City of Santa Fe Springs ("City Council") designated the City Manager, the Fire Chief, or the Director of Public Works as the City of Santa Fe Springs' ("City') Authorized Agent(s) by submitting a "Designation of Applicant's Agent Resolution for Non-State Agencies" Form 130 to CalOES; and

WHEREAS, Cal OES requires an updated Authorized Agent form in order for the City to receive reimbursement through the FEMA Public Assistance Program; and

NOW, THEREFORE, **BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AS FOLLOWS:

Section 1. The City Council finds and determines that the foregoing recitals of fact are true and correct.

Section 2. The City Council hereby authorizes the City Manager, Fire Chief, and Public Works Director to execute for and on behalf of the City of Santa Fe Springs, a public entity established under the laws of the State of California, this application and to file it with the California Governor' s Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre- Disaster Mitigation Program (LPDM), under Public Law 93- 288 as amended by the Robert T. Stafford Disaster Relief

and Emergency Assistance Act of 1988, and/ or state financial assistance under the California Disaster Assistance Act.

- Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.

- National Earthquake Hazards Reduction Program (NEHRP) 42 U. S. Code § 7704 (b)(2)(A)(ix) and 42 U. S. Code § 7704 (b)(2)(B) National Earthquake Hazards Reduction Program, and also, The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115- 141.

- California Early Earthquake Warning (CEEW) under CA Gov Code— Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587. 8, 8587. 11, 8587. 12.

Section 3. City of Santa Fe Springs hereby authorizes its Authorized Agents to provide to the Governor' s Office of Emergency Services for all matters pertaining to such state disaster assistance, the assurances and agreements required.

Section 4. This resolution is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and this Resolution shall be published as required by law and shall take effect as provided.

PASSED AND ADOPTED, this ____ of _____, 2025, by the City Council of the City of Santa Fe Springs by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____
Fernando Muñoz, CMC, Deputy City Clerk

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Santa Fe Springs (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Fire Chief (Title of Authorized Agent), OR

Director of Public Works (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Santa Fe Springs (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Santa Fe Springs (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this__day of_____, 20____

William K. Rounds, Mayor
(Name and Title of Governing Body Representative)

Joe Angel Zamora, Mayor Pro Tem
(Name and Title of Governing Body Representative)

Juanita Martin, Councilmember
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Fernando Muñoz (Name), duly appointed and City Clerk (Title) of City of Santa Fe Springs (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council (Governing Body) of the City of Santa Fe Springs (Name of Applicant) on the 19 day of August, 20 25.

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."