



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

TUESDAY, SEPTEMBER 16, 2025
AT 5:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

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

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

NOTICES

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

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

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

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

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

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

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

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

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

1. CLOSED SESSION**CONFERENCE WITH LEGAL COUNSEL**

(Pursuant to Government Code Section 54956.9(d)(1) – Existing Litigation)
People of the State of California v. Purdue Pharma L.P. et al. (Case No. 19STCV19045)

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

- 2. PROCLAMATION – WALK TO SCHOOL DAY (COMMUNITY SERVICES)**
- 3. THE BEST OF SFS (COMMUNITY SERVICES)**
- 4. HERITAGE ARTS ADVISORY COMMITTEE ANNUAL REPORT ON PROJECTS AND ACCOMPLISHMENTS (COMMUNITY SERVICES)**

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING**5. RESOLUTION NO. 9972 – APPROVAL OF PROGRAMS/PROJECTS PROPOSED FOR FUNDING DURING FISCAL YEAR 2025/2026 UNDER THE CITY’S COMMUNITY DEVELOPMENT GRANT (CDBG) COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES (CITY MANAGER)****RECOMMENDATION: It is recommended that the City Council:**

- 1) Open the Public Hearing; and
 - 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
 - 3) Approve the acceptance of CDBG funds as described in the body of this report; and
 - 4) Adopt Resolution No. 9972 (Attachment “A”) approving the City’s proposed FY 2025-26 CDBG program/projects and budgets under the Urban County Community Development Block Grant (CDBG) Program administered by the Los Angeles County Development Authority (LACDA).
 - 5) Authorize the City Manager, or designee, to execute all documents necessary to implement the approved activities pursuant to the CDBG Cooperation Agreement with the County of Los Angeles.
 - 6) Take such additional, related action that may be desirable.
- 6. ORDINANCE NO. 1162 – AMEND SECTIONS 155.003 (DEFINITIONS), 155.383 (DEFINITIONS), 155.384 (BILLBOARDS), AND 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA (COMMUNITY DEVELOPMENT)**

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) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 4) Find and determine that the proposed Zoning Code Amendment is consistent with

the goals, policies, and programs of the City's General Plan; and

- 5) Introduce by title only and waive further reading of Ordinance No. 1162:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.383 (DEFINITIONS), 155.384 (BILLBOARDS) AND 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE; and

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

OLD BUSINESS – NONE

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

7. **MINUTES OF THE AUGUST 19, 2025 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

9. **MINUTES OF THE AUGUST 19, 2025 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

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

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

HOUSING SUCCESSOR

11. **MINUTES OF THE AUGUST 19, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

12. **MINUTES OF THE AUGUST 19, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

13. **MINUTES OF THE AUGUST 19, 2025 CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

14. **ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF TOWN CENTER PLAZA IMPROVEMENT PROJECT – AWARD OF CONTRACT (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve adding the Town Center Plaza Improvement Project to the Capital Improvement Program; and
- 2) Award Task Order No. 9 to JMDiaz, Inc. of City of Industry, California in the amount of \$715,000 for the design of the Town Center Plaza Improvement Project and authorize the City Manager to execute the task order; and

- 3) Appropriate \$715,000 from Capital Improvement Reserve Fund to the subject project; and
- 4) Take such additional related action that may be desirable.

15. AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a construction contract to the apparent low bidder PCN3, Inc. of Los Alamitos, California in the amount of \$9,506,000 for the construction of the Aquatic Center Improvement Project (Phase 1B) and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 115 to Southstar | DCCM in the amount of \$998,621 for Project Management, Construction Management, Construction Inspection and Public Outreach Services for the project; and
- 3) Appropriate \$3,465,500 from the Utility Users Tax (UUT) Fund to Project Account No. PW220014 for the Aquatic Center Improvement Project (Phase 1B); and
- 4) Transfer \$380,000 from the Aquatic Center Improvements – Replaster Pools Project (Account No. PW220015) Utility Users Tax (UUT) Fund to the Aquatic Center Improvement Project – Phase 1B (Account No. PW220014); and
- 5) Transfer \$282,000 from Aquatic Center Improvements – Surge Pit, Vault and Pump Replacement Project (Account No. PW220016) Utility Users Tax (UUT) Fund to the Aquatic Center Improvements Project – Phase 1B (Account No. PW220014); and
- 6) Take such additional, related action that may be desirable.

16. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CBRE, INC. ON-CALL CITY-WIDE REAL ESTATE SERVICES (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Professional Service Agreement (PSA) between the City of Santa Fe Springs and CBRE, Inc.; and
- 2) Authorize the City Manager to execute the agreement and serve as the City's representative under the agreement; and
- 3) Determine that the action is categorically exempt under the California Environmental Quality Act (CEQA); and

- 4) Take such additional, related action that may be desirable.
17. **INTRODUCTION OF ORDINANCE NO. 1163 – AMENDING SECTION 30.21 (CONDUCT OF MEETINGS) OF TITLE III (ADMINISTRATION) AND SECTION 130.04 (UNLAWFUL CONDUCT WITHIN PUBLIC PARK) OF TITLE XIII (GENERAL OFFENSES) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS (PARKS AND RECREATION)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
 - 2) Introduce by title only and waive further reading of Ordinance No. 1163:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS MUNICIPAL CODE AMENDING SECTION 3021 (CONDUCT OF MEETINGS) OF TITLE III (ADMINISTRATION), AND SECTION 130.04 (UNLAWFUL CONDUCT WITHIN PUBLIC PARK) OF TITLE XIII (GENERAL OFFENSES) TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS; and
 - 3) Take such additional, related, action that may be desirable.
18. **APPROVAL FOR THE PURCHASE OF CHRISTMAS DECORATIONS (PARKS AND RECREATION)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the purchase of Christmas décor from St. Nick's Commercial Design and Decor in the amount not to exceed \$91,752.38; and
 - 2) Authorize the City Manager to execute the purchase agreement with the selected vendor; and
 - 3) Take such additional, related action that may be desirable.
19. **AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR ADULT SOFTBALL LEAGUE SERVICES (PARKS AND RECREATION)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize staff to advertise a Request for Proposal (RFP) for Adult Softball League Services; and
- 2) Take such additional, related action that may be desirable.

20. SIRSI CORPORATION AGREEMENT FOR INTEGRATED LIBRARY SYSTEMS SOFTWARE (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the execution of a service agreement with Sirsi Corporation DBA SirsiDynix (SirsiDynix) in the amount of \$145,206; and
- 2) Take such additional, related action that may be desirable.

21. SIDE LETTER #3 (UNIFORM ALLOWANCE) TO THE 2024-2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION (HUMAN RESOURCES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve side letter #3 (Uniform Allowance) to the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association.

22. REVISE SENIOR DISCOUNT REQUIREMENTS FOR WATER UTILITY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Revise Senior Discount Requirements to all Heads of Household 65 years or older; 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.



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: Maribel Garcia, Administrative Services Officer

SUBJECT: **RESOLUTION NO. 9972 – APPROVAL OF PROGRAMS/PROJECTS PROPOSED FOR FUNDING DURING FISCAL YEAR 2025/2026 UNDER THE CITY’S COMMUNITY DEVELOPMENT GRANT (CDBG) COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES**

DATE: September 16, 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) Approve the acceptance of CDBG funds as described in the body of this report; and
- 4) Adopt Resolution No. 9972 (Attachment “A”) approving the City’s proposed FY 2025-26 CDBG program/projects and budgets under the Urban County Community Development Block Grant (CDBG) Program administered by the Los Angeles County Development Authority (LACDA).
- 5) Authorize the City Manager, or designee, to execute all documents necessary to implement the approved activities pursuant to the CDBG Cooperation Agreement with the County of Los Angeles.
- 6) Take such additional, related action that may be desirable.

FISCAL IMPACT

Approval of Resolution 9972 would authorize the allocation of \$131,146 in CDBG funding towards the City’s Teen Program and Home Improvement Program.

BACKGROUND

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an “entitlement,” every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 30 days. Accordingly, notices were posted from August 4, 2025, to September 8, 2025, in the Whittier Daily News, at City Hall, the kiosk at Town Center Hall, and City Library advising the public of this hearing.

For FY 2025-2026, the city has been granted a CDBG allocation in the amount of \$131,146. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

1. Benefit low- and moderate-income persons.
2. Elimination of slums or blight.
3. Meet an urgent need.

Based on staff review, it is recommended that the City’s CDBG funding for FY 2025-26 be allocated pursuant to the funding breakdown outlined below. Approval of the allocation and proposed programs allows staff to comply with the Community Development Commission requirement to report a preliminary summary of the projected use of our annual CDBG allocation.

CDBG Allocation Projections New Year Funds = \$131,146

- | | | |
|---|-----|-----------|
| • Public Service Authority – Teen Program | 15% | \$19,671 |
| • Home Improvement Program | 85% | \$111,475 |

Teen Program - The City can utilize \$19,671 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Home Improvement Program – This project would provide financial assistance in the form of a grant of up to a maximum of \$20,000, to families from low-to-moderate income

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**RESOLUTION NO. 9972 – APPROVAL OF PROGRAMS/PROJECTS PROPOSED
FOR FUNDING DURING FY 2025/2026 UNDER THE CITY’S CDBG COOPERATION
AGREEMENT WITH THE COUNTY OF LOS ANGELES**
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households for the rehabilitation of owner-occupied, single-family dwellings, and or condominiums/townhomes.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. Resolution No. 9972

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

RESOLUTION NO. 9972

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2025-2026

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$131,146 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2025-2026; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

Section 1. The City Council finds that all the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2025-2026 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

Section 4. That the City of Santa Fe Springs submits the Fiscal Year 2025-2026 Community Block Grant Allocation for the following projects/purposes:

Home Improvement Project	\$111,475
Teen Program	<u>\$ 19,671</u>
Total	\$131,146

APPROVED:
ITEM NO.:

PASSED, APPROVED and ADOPTED this 16th day of September 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development
Laurel Reimer, Planning Consultant

SUBJECT: ORDINANCE NO. 1162 – AMEND SECTIONS 155.003 (DEFINITIONS), 155.383 (DEFINITIONS), 155.384 (BILLBOARDS), AND 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA

DATE: September 16, 2025

RECOMMENDATION(S):

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) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 4) Find and determine that the proposed Zoning Code Amendment is consistent with the goals, policies, and programs of the City's General Plan; and
- 5) Introduce by title only and waive further reading of Ordinance No. 1162:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.383 (DEFINITIONS), 155.384 (BILLBOARDS) AND 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE; and

CITY COUNCIL AGENDA REPORT– MEETING OF SEPTEMBER 16, 2025
**INTRODUCTION OF ORDINANCE NO. 1162 – ZONING CODE CHANGES TO
BILLBOARDS**

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

FISCAL IMPACT

N/A

BACKGROUND

In November 2012, the City adopted Ordinance No. 1036 to establish regulations for the location, operation, and aesthetic standards for billboards along Interstate 5 within the Freeway Overlay Zone (FOZ). In May 2018, the City adopted Ordinance No. 1092 to include additional design and regulatory controls for billboards in the FOZ. In September 2021, the City adopted Ordinance No. 1118 to establish regulations for electronic billboards along the Interstate 605 corridor, which included standards for billboard location, operation, and design that were substantially similar to those for the FOZ. In April 2025, the City adopted Ordinance No. 1155 to allow billboards in the M-1, Light Manufacturing zone along the Interstate 605 corridor. To date, seven billboards have been constructed along Interstate 5, and no billboards have been constructed along Interstate 605.

The proposed Zoning Code Amendment (Attachment A, Exhibit A) will amend many sections of the Zoning Code to make requirements for billboards along Interstate 5 and Interstate 605 more uniform, improve organization of the Code, and allow for a new billboard type. Specifically, the ZCA will achieve the following:

- All definitions pertaining to billboards will be moved to Section 155.003 (Definitions). Currently, there are definitions for “Billboard,” “Billboard, Electronic,” “Billboard, Static,” and “Supergraphic” contained within Section 155.383 (Definitions). Section 155.383 applies to the Freeway Overlay Zone; however, these billboard-related definitions are relevant to billboards in any location of the City. Therefore, the definitions will be removed from Section 155.383 and moved to Section 155.003.
- A new definition for “Billboard, Digital Static” will be added to Section 155.003. This is a type of billboard that uses digital technology to display a single, unchanging advertisement for a period of two minutes or longer. Digital static billboards will be allowed along Interstate 5 and Interstate 605 and will be subject to the same entitlement, design, and operating standards as electronic billboards.
- All proposed billboards will require approval of a Development Plan Approval (DPA) and an Operating Agreement (OA). Currently, billboards within the Freeway Overlay Zone require approval of a Conditional Use Permit and Development Agreement, whereas billboards along Interstate 605 require approval of a DPA and an OA. The proposed code amendment will ensure a consistent entitlement process for all billboard proposals within the City.

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**INTRODUCTION OF ORDINANCE NO. 1162 – ZONING CODE CHANGES TO
BILLBOARDS**

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- V-shape billboards may be located immediately adjacent to another V-shape billboard on the same side of the freeway. The current code prohibits V-shape billboards from being located adjacent to each other on the same side of the freeway. Given several years of V-shape billboards operating without incidents in Santa Fe Springs, Staff no longer believes this limitation is necessary.
- Billboards will be allowed in the Public Facilities (PF) Zone along Interstate 605. This will allow for billboards to be proposed in areas further south along Interstate 605, including some City-owned parcels.
- The minimum distance from an electronic billboard to a digital static billboard, or a digital static billboard to another digital static billboard will be 500 feet. The current minimum separation of 1,000 feet between electronic billboards on the same side will remain unchanged.

The numerous design and operational restrictions already included in the Zoning Ordinance will remain unaffected by the Zoning Code Amendment.

PLANNING COMMISSION REVIEW

On August 18, 2025, the Planning Commission conducted a public hearing to consider the proposed amendments to Sections 155.003, 155.383, 155.384, and 155.519 of the City's Zoning Code. Staff received no correspondence from the public in advance of the meeting, and no members of the public spoke at the meeting. The Planning Commission then adopted Resolution No. 302-2025 to recommend that the City Council approve and adopt an ordinance to effectuate the proposed amendments to the text of the City's Zoning Code.

ANALYSIS

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

1. Policy LU-1.6 – Community Benefits. Ensure that new development(s) provide a net community benefit and pay their fair share of fiscal impacts on infrastructure and services.
2. Policy ED-4.5 – Targeted Economic Incentives. Assess the value of alternative incentive concepts and programs for specific business types, in relation to what competing cities within the region are doing, along with a thoughtful assessment of the actual overall competitive strength of the community.
3. Goal LU-5: An attractive and enhanced I-5 freeway corridor.
4. Goal LU-11: Well-designed, attractive business districts and neighborhoods.

Billboard developments are fiscally positive for the City. Billboard developers are required to enter into an operating agreement with the City, and revenue received through the billboard operating agreement will help to fund municipal services. The operating

CITY COUNCIL AGENDA REPORT– MEETING OF SEPTEMBER 16, 2025
**INTRODUCTION OF ORDINANCE NO. 1162 – ZONING CODE CHANGES TO
BILLBOARDS**

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agreement is required to include compensation to the City, the utilization of the billboard for City messages of community interest, and the utilization of the billboard to display emergency alerts, such as Amber Alert messages and emergency-disaster communications. Billboards are also required to obtain a Development Plan Approval, ensuring each billboard is attractive and complies with all development standards.

ENVIRONMENTAL

The Zoning Code Amendment is exempt from CEQA because it falls within the Common Sense Exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. Adopting the proposed Zoning Code Amendment would not be an activity with the potential to cause a significant effect on the environment, and therefore is exempt from CEQA. Consequently, no other environmental documents are required by law.

SUMMARY

Staff is recommending that the City Council approve and adopt Ordinance No. 1162 to effectuate the proposed amendments to the text of the City’s Municipal Code and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

ATTACHMENT(S):

- A. Ordinance No. 1162
 - a. Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

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

ORDINANCE NO. 1162

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.383 (DEFINITIONS), 155.384 (BILLBOARDS), AND 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE

WHEREAS, on August 18, 2025, the Planning Commission of the City of Santa Fe Springs conducted a duly noticed public hearing and adopted Resolution 302-2025 recommending that the City Council adopt an Ordinance to amend Sections 155.003 (Definitions), 155.383 (Definitions), 155.384 (Billboards) and 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program) within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code; and

WHEREAS, on September 16, 2025, the City Council of the City of Santa Fe Springs considered this Ordinance, the staff report, and all testimony, written and spoken, at a duly noticed public hearing; and

WHEREAS, based upon the information received and Staff's review and assessment, the proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines, Section 15061(b)(3) (Common Sense Exemption) of the State CEQA Guidelines (Chapter 3 of Division 6 of Title 14 of the California Code of Regulations); and

WHEREAS, the Zoning Code Amendment meets the requirements as contained in Planning and Zoning Law (Government Code sections 65800-65912); and

WHEREAS, the Zoning Code Amendment has been prepared and will be adopted in accordance with the requirements of Planning and Zoning Law (Government Code sections 65850-65860).

NOW THEREFORE, the City Council of the City of Santa Fe Springs does ordain as follows:

SECTION 1. The Zoning Code Amendment is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and CEQA Guidelines Section 15382 as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. Adopting the Zoning Code Amendment would not be an activity with the potential to cause a significant effect on the environment, and therefore is exempt from CEQA. Consequently, no other environmental documents are required by law.

SECTION 2. The Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:

1. Policy LU-1.6 – Community Benefits. Ensure that new development(s) provide a net community benefit and pay their fair share of fiscal impacts on infrastructure and services.
2. Policy ED-4.5 – Targeted Economic Incentives. Assess the value of alternative incentive concepts and programs for specific business types, in relation to what competing cities within the region are doing, along with a thoughtful assessment of the actual overall competitive strength of the community.
3. Goal LU-5: An attractive and enhanced I-5 freeway corridor.
4. Goal LU-11: Well-designed, attractive business districts and neighborhoods.

Billboard developments are fiscally positive for the City. Billboard developers are required to enter into an operating agreement with the City, and revenue received through the billboard operating agreement will help to fund municipal services. The operating agreement is required to include compensation to the City, the utilization of the billboard for City messages of community interest, and the utilization of the billboard to display emergency alerts, such as Amber Alert messages and emergency-disaster communications. Billboards are also required to obtain a Development Plan Approval, ensuring each billboard is attractive and complies with all development standards.

SECTION 3. Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting on this 7th day of October 2025.

William K. Rounds, Mayor

APPROVED AS TO FORM:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SANTA FE SPRINGS)

ABSENT:

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

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

Key:

Normal Text = Existing unmodified Code language

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

Underline Text = Proposed language to be added to the Code

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.003 (Definitions) is hereby amended as follows:

§ 155.003 – DEFINITIONS

Billboard. A sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located. This includes, but is not limited to, electronic billboards, building graphics, supergraphics, building wraps, and wall drop signs containing off-site messages, and billboards painted or applied to building walls. The terms Billboard and Off-Premises Sign may be used interchangeably to mean the same thing.

Billboard, Electronic. ~~An off-site sign~~ A billboard utilizing digital message technology, capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements and can be changed or altered electronically. This includes billboards with displays that are preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as digital billboards or LED billboards. An electronic billboard may be internally or externally illuminated. Electronic billboards shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity. The static message shall be changed more than once every two minutes, but no more than once every four seconds. An electronic billboard consists of a digital display area and a sign structure.

Billboard, Digital Static. A billboard that displays a single, unchanging advertisement for a period of two minutes or longer, but using digital message technology rather than print for the advertisement of a business, commodity, service, message, or entertainment that is conducted, sold, or offered at a location other than the lot on which that sign is located. A digital static billboard consists of a display area and the supporting structure.

Billboard, Poster. A billboard whose sign face measures no less than 200 square feet and no more than 300 square feet (cabinetry and trim excluded). A poster billboard consists of a display area and the supporting structure.

Billboard, Static. A billboard that does not utilize digital message technology and instead uses "static" print/or pictures, for the advertisement of a business, commodity, service, thing, message, or entertainment conducted, sold, or offered elsewhere than upon the lot on which that sign is located. A static billboard consists of a display area and the supporting structure.

~~**Electronic Billboard.** An off-site sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically. An electronic billboard may be internally or externally illuminated. Electronic billboards shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity. An electronic billboard consists of a digital display area and a sign structure.~~

~~**Static Billboard.** A billboard that does not utilize digital message technology and instead uses "static" print/or pictures, for the advertisement of a business, commodity, service, thing, message, or entertainment conducted, sold, or offered elsewhere than upon the lot on which that sign is located.~~

Supergraphic. A sign, containing either on-site or off-site advertising, consisting of an image that is applied to and made integral with a wall, or projected onto a wall, or printed on vinyl, mesh, or any other material, or other light pliable material not enclosed in a rigid frame. The term **Supergraphic** also shall include signs known as "building wraps."

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.383 (Definitions) is hereby amended as follows:

§ 155.383 – DEFINITIONS

~~**Billboard.** A sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located. This includes, but is not limited to, electronic billboards, building graphics, supergraphics, building wraps, and wall drop signs containing off-site messages, and billboards painted or applied to building walls. The terms Billboard and Off-Premises Sign may be used interchangeably to mean the same thing.~~

~~**Billboard, Electronic.** A billboard, utilizing digital message technology, capable of changing the static message or copy on the sign electronically, such that, the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements and can be changed or altered electronically. This includes billboards~~

~~with displays that have to be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as digital billboards or LED billboards.~~

Billboard, Static. ~~A billboard that does not utilize digital message technology and instead uses "static" print/or pictures, for the advertisement of a business, commodity, service, thing, message, or entertainment conducted, sold, or offered elsewhere than upon the lot on which that sign is located.~~

Supergraphic. ~~A sign, containing either on-site or off-site advertising, consisting of an image that is applied to and made integral with a wall, or projected onto a wall, or printed on vinyl, mesh, or any other material, or other light pliable material not enclosed in a rigid frame. The term **Supergraphic** also shall include signs known as "building wraps."~~

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.384 (Billboards) is hereby amended as follows:

§ 155.384 – BILLBOARDS

Purpose. Billboards are recognized as a legitimate form of commercial use in the city. However, the size, number, location and illumination of billboards can have significant influence on the city's visual environment, and can, without adequate control, create or contribute to blighted conditions. The purpose of this section is to provide reasonable billboard control, recognizing that community appearance is an important factor in ensuring the general community welfare. This section contains the entirety of the city's zoning regulations with respect to billboards in the Freeway Overlay Zone ("FOZ"). In the event of any conflict between any provision contained in this section and any other provisions contained elsewhere in this code, the provision contained in this section shall prevail.

- (A) Use regulations. Billboards shall be allowed in the FOZ not more than 200 feet from the centerline of the freeway and only after a valid ~~conditional use permit~~ development plan approval has first been obtained and ~~a development an operating agreement~~ has been approved. ~~A conditional use permit development plan approval~~ has shall be obtained and ~~a development an operating agreement~~ shall be entered into prior to the issuance of a building permit for any project involving construction of a new billboard, expansion or modification of a billboard, or addition of additional face(s) to a billboard. ~~A development An operating agreement~~ shall include the amount of money to be paid to the city as a result of the installation and operation of the billboard.
- (B) Separate applications. Each individual proposal for construction of a new billboard, or modification of a billboard, shall be considered a separate application, and each application shall be separately and individually subject to the provisions in this code relating to ~~conditional use permits development plan approvals~~, and the

provisions and requirements of this section. Multiple sites shall not be combined into one application.

(C) Required findings. In addition to the required findings for a ~~conditional use permit~~ (~~§ 155.716~~) development plan approval (§ 155.739), the Planning Commission or City Council, as applicable, shall not approve a ~~conditional use permit~~ development plan approval for any billboard project unless it can make a finding that the billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

(D) *Locations allowed.* Billboards shall be allowed only in the FOZ.

(E) *Locations prohibited.*

- (1) On the roof of a building or projecting over the roof of a building, whether the building is in use or not.
- (2) On the wall of a building or otherwise attached or integrated to, or suspended from a building.
- (3) On or encroaching over the public right-of-way.
- (4) Within a classified "Landscaped Freeway" pursuant to the State Outdoor Advertising Regulations, § 2500 through 2513.
- (5) Within any landscaped freeway area under the jurisdiction of the California Department of Transportation, unless there is a relocation agreement between the outdoor advertising structure owner and the California Department of Transportation.
- (6) Within 300 feet of an intersection of highways or of highway and railroad right-of-way, but a sign may be located at the point of interception, as long as a clear view is allowed for 300 feet, and no sign shall be installed that would prevent a traveler from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway.
- (7) In no event shall any billboard be permitted in any location which would result in a violation of any applicable federal or state law.
- (8) More than 200 feet from the centerline of a freeway.

(F) *Landscape segment relocation credits.* No new billboard shall be constructed or installed within the city through utilization of credits given by the California Department of Transportation or state for relocation of billboards located in landscaped freeway segments, unless mandated by state law. This shall include credits for billboards located either within the city or in other jurisdictions.

(G) *Types of billboards prohibited.* The following types of prohibited billboards are specified for clarity. However, this shall not limit the types of prohibited billboards to those described below:

- (1) *Mobile billboards.* To the extent not in conflict with any provision of the Vehicle Code, any 'mobile billboard advertising display,' as that term is defined in the Cal. Vehicle Code § 395.5, including any billboard installed upon, mounted, attached, or applied to any vehicle, non-motorized vehicle,

bicycle, scooter, or trailer whose primary purpose is conveyance, transportation, or support of the billboard message surface shall be prohibited from any display or placement on public or private property or the public right-of-way in a manner making it visible from any other public or private property or the public right-of-way.

- (2) *Supergraphics*. Any off-site advertisement meeting the definition of "supergraphic" as defined in § 155.383003 shall be prohibited
- (3) *Static billboards*. Any off-site advertisement meeting the definition of "Billboard, Static" as defined in § 155.383003 shall be prohibited.

(H) General Requirements

- (1) *Maximum advertising copy area*. The maximum advertising copy area of each billboards face shall be 672 square feet per face (e.g., 14 feet x 48 feet). Measurement of the maximum advertising copy area includes only the measurement of the billboard face, exclusive of architectural elements which may extend up to two feet on either side and/or below the advertising copy.
- (2) *Maximum height*. The maximum height of billboards shall be 50 feet, measured from the finished grade at the base of the sign to the top edge of the billboard face. This excludes architectural elements which may extend up to six feet above the 50 feet limit.
- (3) *Maximum number of signs*. No property (defined as a single parcel or two or more contiguous parcels under common ownership) shall have more than two billboards.
- (4) *Minimum distance from another billboard or freestanding sign on the same parcel*. The minimum distance from another billboard or freestanding sign on the same property shall be 500 feet as measured from the vertical centerline of each billboard or freestanding sign.
- (5) *Minimum distance from another billboard on the same side of the freeway*. The minimum distance from another electronic billboard not on the same property but on the same side of the freeway shall be 1,000 feet, as measured from the vertical centerline of each electronic billboard. The minimum distance from an electronic billboard to a digital static billboard, or a digital static billboard to another digital static billboard, shall be 500 feet as measured from the vertical centerline of each billboard.
- (6) *Minimum setback*. The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from any building. Notwithstanding, no portion of a billboard shall project over the width of any street, highway or other public right-of-way.
- (7) *Maximum number of faces*. No billboard shall have more than two faces. A face shall be considered the display surface upon which an advertising message is displayed (no V-shape billboards shall be allowed except as provided in division (H)(14) of this section).
 - (a) The two faces of two-sided billboards shall be identical in size.
 - (b) The two faces shall be attached directly and be parallel to each other.

- (c) The top, bottom and sides of the two faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face. Architectural elements shall also be aligned on both sides of the billboard.
- (8) *Face orientation.* No billboard shall have more than one face (display surface) oriented in the same vertical plane.
- (9) *Name of owner.* No billboard shall be maintained in the city unless the name of the person or company owning or maintaining it and the identifying number of the billboard are plainly displayed thereon.
- (10) *Driveways.* Billboards projecting over a driveway or driving aisle shall have a minimum clearance of 16 feet between the lowest point of the face, including architectural elements, and the driveway grade.
- (11) *Pedestrian walkway.* Billboards projecting over a pedestrian walkway shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and the walkway grade.
- (12) *All others.* All other billboards shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and ground level so as not to provide an attractive nuisance for graffiti and vandalism.
- (13) *Screening.* back or rear portions of single-faced or double-faced billboards visible from a public right-of-way or other public or private property shall be screened. The screening shall cover all structural members of the billboard, not including the pole supports.
- (14) *V-Shape billboards.* ~~V-Shape billboards shall not be located immediately adjacent to another V-Shape billboard on the same side of the freeway.~~ In addition to the standard requirements for double-sided billboards, a V-Shape billboard shall comply with the following:
- (a) The maximum angle of the opening shall be 30 degrees.
 - (b) All exposed backs, sides and under area shall be suitably screened by a material acceptable to the Director of Planning or designee.
- (15) *Additional requirements.* Prior to issuance of a building permit for any billboard project subject to the requirements of this chapter, the applicant shall provide the following:
- (a) The telephone number of a maintenance service, to be available 24 hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - (b) Proof of lease demonstrating a right to install the billboard on the subject property.
 - (c) A list of locations of all billboards in the city owned or managed by the entity that will own or manage the subject billboard, and all billboards within 1,000 feet of the proposed billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.

(I) *Standards of design.*

- (1) All new billboards shall be designed to have a single (steel) cylindrical column support post.
- (2) All new billboard structures shall be free of any bracing, angle iron, guy wires, cables, and/or similar supporting elements. All exposed portions of billboards, including backs, sides, support members and support poles, shall be screened to the satisfaction of the Director of Planning or designee.
- (3) The installation of any new billboard shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.
- (4) The backs of all new billboard structures shall be screened, encased, or otherwise suitably covered.
- (5) The torsion bar of all billboards shall be screened by a material acceptable to the Director of Planning or designee or contained between the sign faces of the billboard whereby it is not visible.
- (6) The single (steel) cylindrical column support post of all billboards shall be provided with a façade acceptable to the Director of Planning or designee.

(J) Design and operational restrictions.

- (1) Each digital billboard shall be constructed to withstand a wind pressure of 20 pounds per square foot of exposed surface.
- (2) No billboard shall display any statement or words of an obscene, indecent or immoral character.
- (3) No billboard shall display any advertising of: products, goods, or services related to tobacco, marijuana, or illegal substances; or sexually explicit material or adult-type land uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs or tapes.
- (4) No digital billboard shall display flashing, shimmering, glittering, intermittent or moving light or lights. Exceptions to this restriction include time, temperature and smog index units, provided the frequency of change does not exceed four-second intervals.
- (5) No digital billboard shall include any illumination or message change that is in motion or that change or expose a message for less than four seconds. Continuous motion, including full motion video, shall not be permitted.
- (6) The utilities of each digital billboard shall be underground.
- (7) Each digital billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
- (8) Each digital billboard shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. and Prof. Code §§ 5200 et seq.), and the California Vehicle Code.

- (9) Each digital billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions. So on overcast or poor weather days, the sign would automatically adjust to the ambient light level.
- (10) Each digital billboard shall be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.
- (11) No digital billboard shall utilize technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.
- (12) Walls or screens at the base of the digital billboard shall not create a hazard to public safety or provide an attractive nuisance.
- (13) No digital billboard shall emit audible sound, odor or particulate matter.
- (14) No digital billboard shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
- (15) No digital billboard shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Cal. Vehicle Code § 21466.5.

(K) Outdoor Advertising Permit. Outdoor advertising displays require a permit from Caltrans if they are located within 660 feet from the edge of the right-of-way and viewed primarily by persons traveling on a freeway.

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program) is hereby amended as follows:

§ 155.519 INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM.

- (A) *Purpose.* ~~Electronic~~ Billboards are recognized as a legitimate form of commercial use in the city. However, the size, number, location, and illumination of electronic and digital static billboards can have significant influence on the city's visual environment, and can, without adequate control, create or contribute to blighted conditions. The purpose of this section is to provide reasonable ~~electronic~~ billboard controls along the Interstate 605 corridor through the city, recognizing that community appearance is an important factor in ensuring the general community welfare.
- (B) *Location of Interstate 605 corridor.* The Interstate 605 corridor consists of properties that are ~~immediately adjacent to~~ within 200 feet of Interstate 605.

- (C) *Sign permit required.* To ensure compliance with the regulations contained in this section, a sign permit shall be required in order to erect, repair, alter, relocate, or maintain any ~~electronic~~ billboard. Application for said permit shall be on a form provided by the city and shall be accompanied by a filing fee as set by City Council resolution.
- (D) *Conflicts with other provisions of the zoning ordinance.* Electronic and digital static billboards allowed under the provisions of this section shall be in addition to all other signs allowed by the zoning ordinance. The locations and heights of allowed electronic and digital static billboards shall be governed by this section. If there is a conflict between the provisions of this section and other sections of the zoning ordinance, the provisions of this section shall control.
- (E) *Permitted Use in the Manufacturing and Public Use Facilities Zones.* Subject to the limitations of this Section, and notwithstanding the provisions of any other Section of the zoning ordinance, electronic billboards shall be a permitted use in the M-1, ~~and~~ M-2, and PF zones along the Interstate 605 corridor.
- (F) *Operating agreement required.* ~~Electronic b~~ Billboards shall only be permitted when the city has entered into an operating agreement with ~~an electronic a~~ billboard owner to allow for an electronic billboard or digital static billboard under certain circumstances; including (i) compensation to the city; (ii) the provision of access to the city to a portion of the total available display time to allow the city to present messages of community interest and information, and public safety; (iii) the provision of access to the appropriate agencies for the purpose of displaying "Amber Alert" messages and emergency-disaster communications; and (iv) to establish quality and maintenance standards.
- (G) *Sign design requires development plan approval.* Electronic and digital static billboards shall be subject to development plan approval review and approval consistent with §§ 155.735 through 155.747 of this chapter.
- (H) *Locations prohibited.*
- (1) Within a classified "landscaped freeway" pursuant to the state regulations relating to the California Outdoor Advertising Act (4 California Code of Regulations §§ 2500 et seq.), as they currently exist or may hereafter be amended.
 - (2) More than 200 feet from the centerline of Interstate 605.
 - (3) On or encroaching over the public right-of-way. No portion of an electronic or digital static billboard shall project over the width of any street, highway, sidewalk, or other public right-of-way.
 - (4) On the roof of a building or projecting over the roof of a building, whether the building is in use or not.
 - (5) On the wall of a building or otherwise attached to, or integrated to, or suspended from a building.

- (6) Within 200 feet of residential uses as measured from the centerline of the support post to the exterior wall of the nearest habitable residential structure, as such use exists on the date the ~~electronic~~ billboard development plan approval application is approved by the city. This minimum distance may be reduced to 180 feet if the ~~electronic~~ billboard utilizes the most effective light reducing technology available in the industry, proven to reduce light impacts below standard LED displays and documented by an independent engineering light study.
 - (7) An electronic billboard shall not be located w~~Within 1,000 feet of another electronic billboard or within 500 feet of a digital static billboard on the same side of the freeway, as measured from the centerline of the support post of each electronic billboard.~~
 - (8) Within 500 feet of a freeway oriented freestanding sign, as measured from the centerline of the support post of the electronic billboard and the freeway oriented freestanding sign.
 - (9) In no event shall any billboard be permitted in any location which would result in a violation of any applicable federal, state, or local law.
- (I) *Development standards.*
- (1) ~~V-shape billboards. V-shape billboards shall not be located immediately adjacent to another v-shape billboard on the same side of the freeway.~~ Structure Type. Billboards shall meet the definition of "billboard, electronic" or "billboard, digital static" as defined in § 155.003. Any off-site advertisement meeting the definition of "supergraphic" as defined in § 155.003 shall be prohibited.
 - (2) *Maximum height.* Heights of ~~electronic~~ billboards shall be established relative to topography and setting so as to provide the best balance between the sign's purpose of effectively communicating a visual message, the setting including topography and surrounding architecture, and freeway traffic safety. However, in no case shall ~~an electronic a~~ billboard exceed a maximum height of 50 feet as measured from the center line of the nearest travel lane of Interstate 605 to the top edge of the ~~electronic~~ billboard face. This excludes architectural elements, which may extend up to six feet above the 50-foot height limit.
 - (3) *Minimum setback.* The minimum setback distance of the ~~electronic~~ billboard column support post shall be at least 25 feet from any property line and at least 25 feet from any building. Upon a showing of good cause, the minimum setbacks may be reduced as a part of the development plan approval review, if the Planning Commission finds that the ~~electronic~~ billboard as proposed will not be placed and/or designed in such a manner as to create a traffic hazard. Examples of such sign placement and/or design include, but are not limited to, signs which interfere with traffic sight distances, traffic flow or the visual access to a traffic sign; and signs with color, configuration, text or location which cause them to be mistaken for, or otherwise imitate, a traffic sign or signal.
 - (4) *Driveways.* ~~Electronic b~~ Billboards projecting over a driveway or driving aisle shall have a minimum clearance of 16 feet between the lowest point of the face, including architectural elements, and the driveway grade.

- (5) *Pedestrian walkway.* ~~Electronic-b~~ Billboards projecting over a pedestrian walkway shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and the walkway grade.
- (6) *Minimum ground clearance.* ~~Electronic-b~~ Billboards shall have a minimum clearance of eight feet between the lowest point of the face, including architectural elements, and ground level so as not to provide an attractive nuisance for graffiti and vandalism.
- (7) *Face orientation.* ~~Electronic-b~~ Billboards shall be designed to be viewed primarily by persons traveling on the main-traveled way of the freeway. No ~~electronic~~ billboard shall have more than one face (display surface) oriented in the same vertical plane.
- (8) The ~~electronic~~ billboard shall be constructed to withstand a minimum wind pressure of 20 pounds per square foot of exposed surface.
- (9) Each ~~electronic~~ billboard shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, the Highway Beautification Act of 1965 (23 U.S.C. § 131 et seq.), the California Outdoor Advertising Act (Cal. Bus. and Prof. Code §§ 5200 et seq.), and the California Vehicle Code, as they currently exist or may hereafter be amended.

(J) *Standards of design.*

- (1) All new ~~electronic~~ billboards shall be designed to have a single cylindrical column support post.
- (2) The single cylindrical column support post of all ~~electronic~~ billboards shall be provided with an architectural façade.
- (3) *Maximum number of faces.* No ~~electronic~~ billboard shall have more than two faces. A face shall be considered the display surface upon which an advertising message is displayed.
 - (a) The faces of two-sided ~~electronic~~ billboards shall be identical in size.
 - (b) The top, bottom, and sides of the faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face. Architectural elements shall also be aligned on both sides of the electronic billboard.
- (4) *Maximum face size.* Each face of the sign shall be no larger than 14 feet by 48 feet in dimension (total 672 square feet), plus framing. Subject to City Council approval, a request for a variance to the requirement of this section may be considered on a case-by-case basis.
- (5) *Screening.* All exposed portions of ~~electronic~~ billboards, including backs, sides, under areas, support members and support posts, shall be screened to the satisfaction of the Director of Community Development or designee.
- (6) The angle between the faces of a v-shape ~~electronic~~ billboard shall be no greater than 30 degrees.
- (7) The utilities of each ~~electronic~~ billboard shall be underground.

(K) *Strict application of design and numerical standards not required.* In general, no ~~electronic~~ billboard should exceed the number, size, height, or location limitations set forth in this section. However, as rigid numerical or other design standards may

preclude exceptional design that might better achieve the purpose and objectives of this section, exceptions to the stated numerical or design standards, including size, shape, and location, may be approved by the Planning Commission when appropriate, provided any resulting determinations or approvals shall be supported by clear and descriptive findings that are consistent with and which achieve one or more of the purposes and the objectives of this chapter. No design exceptions may be approved for prohibited signs. For any approval of an ~~electronic~~ billboard which does not strictly conform to the stated numerical and design standards set forth in this section or the applicable development plan approval, the Planning Commission must first make the following findings in writing:

- (1) The proposed ~~electronic~~ billboard achieves the purposes and objectives of this section and the city sign ordinance; and
- (2) The proposed ~~electronic~~ billboard exemplifies innovation and creativity and is appropriate and consistent with the architecture and context of the building and the neighborhood where the sign will be located; and
- (3) The proposed ~~electronic~~ billboard is consistent with all applicable sign guidelines or has been determined by Planning Commission to better achieve the purpose and objectives of this sign subchapter than the strict application of said sign guidelines and standards.

(L) *Operational restrictions.*

- (1) No ~~electronic~~ billboard shall display flashing, shimmering, glittering, intermittent or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four-second intervals.
- (2) *Minimum display time.* Each message on ~~the sign~~ an electronic billboard must be displayed for a minimum of four seconds and each message on a digital static billboard must be displayed for a minimum of two minutes, or the minimum time allowed under the State of California Outdoor Advertising Act and Caltrans implementing regulations, whichever is the shorter period of time.
- (3) *Maximum display time.* Electronic billboard messages shall be displayed for no longer than two minutes at a time. Digital static billboard messages are not subject to a maximum display time.
- (4) Each ~~electronic~~ billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
- (5) Each ~~electronic~~ billboard shall be designed to either freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction.
- (6) No ~~electronic~~ billboard shall utilize technology that would allow interaction with drivers, vehicles or any device located in vehicles, including, but not limited to, a radio frequency identification device, geographic positions system, or other device.
- (7) No ~~electronic~~ billboard shall emit audible sound, odor, or particulate matter.
- (8) No ~~electronic~~ billboard shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign

- intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
- (9) No ~~electronic~~ billboard shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals, nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Cal. Vehicle Code § 21466.5.
 - (10) Each ~~electronic~~ billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions.
 - (11) ~~Electronic~~ Billboards shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet for a sign with a nominal face size of 14 feet by 48 feet.
 - (12) No ~~electronic~~ billboard shall be maintained in the city unless the name of the person or company owning or maintaining it and the identifying number of the ~~electronic~~ billboard are plainly displayed thereon.
- (M) *Outdoor advertising permit.* Outdoor advertising displays require a permit from Caltrans if they are located within 660 feet from the edge of the right-of-way and viewed primarily by persons traveling on a freeway.
- (N) *Additional requirements.* Prior to issuance of a building permit for any ~~electronic~~ billboard project subject to the requirements of this chapter, the applicant shall provide the following:
- (1) The telephone number of a maintenance service, to be available 24 hours a day, to be contacted in the event that ~~an electronic~~ a billboard becomes dilapidated or damaged.
 - (2) Proof of lease demonstrating a right to install the ~~electronic~~ billboard on the subject property.
 - (3) A list of locations of all ~~electronic~~ billboards in the city owned or managed by the entity that will own or manage the subject ~~electronic~~ billboard.
- (O) *Future technologies.* The technology currently being deployed for electronic and digital static billboards is LED (light emitting diode), but there may be alternate, preferred, or superior technology available in the future. Owners of electronic or digital static billboards are authorized to change the electronic or digital static billboards to any other technology that operates under the maximum brightness standards in division (L) of this section. The city shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.
- (P) After receiving approval to install ~~an electronic~~ a billboard, owners of ~~electronic~~ the billboards may replace the digital ~~faces to~~ face(s) of their electronic or digital static billboard, however, the following shall apply:
- (1) All required permits are obtained.
 - (2) All screening and architectural elements are maintained.
 - (3) The number of physical sign faces shall not be increased.

- (4) The overall size of the sign faces shall not be increased by more than five percent over the originally approved design.

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



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: September 16, 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 8/31/25	None
Outstanding principal at 8/31/25	\$7,750,000

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.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH
THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA)**
Page 2 of 2

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

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

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



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: 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: September 16, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 8/31/2025	None
Outstanding principal on 8/31/2025	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 8/31/2025	None
Outstanding principal on 8/31/2025	\$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

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH
THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA)**
Page 2 of 2

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

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

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

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

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

ATTACHMENT(S):

None

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

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

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



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, City Clerk
SUBJECT: MINUTES OF THE AUGUST 19, 2025 CITY COUNCIL MEETINGS
DATE: September 16, 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 August 19, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

MINUTES OF THE REGULAR COUNCIL MEETINGS

Page 2 of 2

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. August 19, 2025 Regular Meeting Minutes

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



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 19, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 5:02 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**
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

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

Mayor Rounds reconvened the meeting at 6:04 p.m.

CLOSED SESSION REPORT

City Attorney, Rick Olivarez provided a closed session report: feedback was provided, and no reportable action was taken. He also announced that closed session would resume after the consent calendar.

INVOCATION

Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the pledge of allegiance.

INTRODUCTIONS

The following members of the Chamber of Commerce were introduced:

1. John Wilson – Chamber CEO

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

None.

PUBLIC COMMENTS

The following persons spoke during public comments:

- 1) Eric Franklin and 2) Lee Squire.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None

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.	<u>Rapid Re-Housing Program:</u>	<u>\$25,000</u>
	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.

Public Hearing opened at: 6:41 p.m.

No. of Speakers: None

Public Hearing closed at: 6:41 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to adopt Resolution No. 9976, 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, appropriate \$58,893 into FY25-26 Fiscal Year Budget and establish a non-general fund Activity Detail Budget and special revenue account, authorize the City Manager to execute a reimbursement contract with City Attorney approval, 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

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.

Public Hearing opened at: 6:42 p.m.

No. of Speakers: None

Public Hearing closed at: 6:42 p.m.

It was moved by Councilmember Rodriguez, seconded by Councilmember Mora, to 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, find that the street vacation does not qualify as a "project" under CEQA, 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, 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 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

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.

Community Services Manager, Ed Ramirez provided a brief presentation on Item No. 10. Heritage Arts Advisory Committee Chair, Gabriel Jimenez also provided additional information.

Council provided their opinions on the different options and eventually chose Option No. 1 with slight modifications.

It was moved by Mayor Rounds, seconded by Councilmember Mora, to choose Option No. 1 with slight modifications, 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

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.

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.

Mayor Pro Tem Zamora requested to pull Item No. 24 due to wishing to extend the RFP process for another 30 days. Council unanimously agreed to pull Item No. 24.

It was moved by Councilmember Mora, seconded by Councilmember Rodriguez, to approve the consent calendar without Item No. 24, by the following vote:

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Mayor Rounds appointed Odalys Valladares to the Parks and Recreation Committee;

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora thanked the Chamber of Commerce and thanked the young artists for their mural inspirations. He also thanked the Historical & Beautification Committee for the judging of the properties that won beautification awards.

Councilmember Martin attended an ICA conference in the City of Coronado. She also introduced Miss Santa Fe Springs and talked about the recent offerings like National Night Out.

Councilmember Rodriguez thanked our Public Works Director for cleaning up a vacant property on Millergrove Dr. She also commended the National Night Out event and mentioned the LEAFF Golf Tournament.

Mayor Pro Tem Zamora also reported on attending the ICA Conference in the City of Coronado. He also attended a NALCO Conference in Atlanta, Georgia. He commended staff on their management and guidance, and commented on National Night Out.

Mayor Rounds highlighted the Miss Santa Fe Springs court, and thanked staff.

CLOSED SESSION (continued)

Mayor Rounds recessed the meeting at 7:17 p.m.

Mayor Rounds reconvened the meeting at 8:40 p.m.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:40 p.m. in memory of Jeff Mahlstead.

ATTEST:

William K. Rounds
Mayor

Fernando N. Muñoz
City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

**SUBJECT: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE
DESIGN OF TOWN CENTER PLAZA IMPROVEMENT PROJECT –
AWARD OF CONTRACT**

DATE: September 16, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve adding the Town Center Plaza Improvement Project to the Capital Improvement Program; and
- 2) Award Task Order No. 9 to JMDiaz, Inc. of City of Industry, California in the amount of \$715,000 for the design of the Town Center Plaza Improvement Project and authorize the City Manager to execute the task order; and
- 3) Appropriate \$715,000 from Capital Improvement Reserve Fund to the subject project; and
- 4) Take such additional related action that may be desirable.

FISCAL IMPACT

It is recommended that the City Council add the Town Center Plaza Improvement Project to the Capital Improvement Program.

It is also recommended that the City Council appropriate \$715,000 from the Capital Improvement Reserve Fund to pay for the design of the plans, specifications and estimate (PS&E) for the project per the fee proposal dated August 29, 2025 (Attachment B) submitted by JMDiaz, Inc.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF TOWN
CENTER PLAZA IMPROVEMENT PROJECT – AWARD OF CONTRACT**
Page 2 of 3

Upon completion of the PS&E package and at a future Council Meeting, staff will recommend an appropriation of funds for the construction of the project. The preliminary construction estimate is \$6,000,000, with the total project cost estimated at \$8,000,000.

BACKGROUND

The Town Center Plaza Improvement Project has an approved conceptual plan divided into seven improvement zones (Attachment C). Construction of Zone 1 was completed in 2021 and included the Town Center Parking Lot/Landscape Improvements west and north of City Hall. Zones 2 through 7 were not advanced beyond the conceptual design phase and require the development of plans, specifications, and an estimate in order to advance into construction. Construction of Zones 2 through 7 would complete the entire Town Center Plaza Improvement Project.

In June 2025, staff coordinated a meeting with JMDiaz Inc. to discuss the scope of work for the proposed project. JMDiaz Inc. engaged a qualified team to prepare a PS&E package for the Town Center Plaza Improvement Project. The JMD team will prepare the construction (PS&E) documents for the project consisting of pathways, concrete walkways, a new stage, parking areas, landscape and hardscape features with lighting accents and wayfinding signage as well as security cameras that enhance the overall experience in a secure and aesthetically pleasing environment. The project will also include improvements to the Library Parking Lot to provide adequate vehicle circulation and turning movements while maximizing the number of spaces for ADA parking stalls, and the installation of electric vehicle charging stations.

ANALYSIS

Portions of the Town Center Plaza included in the recommended project have not been improved since the original construction of the Civic Center. Much of the concrete is dilapidated with cracking and other damage that is beyond repair. Infrastructure improvements are also necessary to better support community events that are held in the plaza. Improvement of these areas of the plaza will also better complement the improvements completed in 2021 in Zone 1 of the plaza.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Town Center Plaza Improvement 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.

The design of the project will consider Low Impact Development features as well as drought tolerant landscape design.

DISCUSSION

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF TOWN
CENTER PLAZA IMPROVEMENT PROJECT – AWARD OF CONTRACT**
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The Town Center Plaza Improvement Project will enhance the community's overall experience while conducting business or enjoying the wide array of programs and events located on City's Civic Center Campus.

The proposed project schedule is as follows:

- | | |
|----------------------------|---------------------------|
| • Authorization to proceed | September 2025 |
| • Preliminary Engineering | September – November 2025 |
| • PS&E (75% Completion) | February 2026 |
| • PS&E (90% Completion) | April 2026 |
| • PS&E (100% Completion) | July 2026 |

Following the completion of the design, staff will recommend advancing the project into construction, including recommendations for funding the project to completion.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, staff will coordinate with JMDiaz, Inc. to complete the design of the Town Center Plaza Improvement Project.

ATTACHMENTS:

- A. Task Order No. 9
- B. JMDiaz, Inc. Proposal
- C. Town Center Plaza Improvements Conceptual Plan

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 9**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and JMDiaz, Inc. (CONSULTANT), Task Order No. 9 – Design Services for the Town Center Plaza Improvements Project.

Authorized Representative: **James Enriquez, P.E., Director of Public Works**
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

JMDiaz, INC.:

Authorized Representative: **Juan M. Diaz, P.E., President/CEO**
Address: 18645 East Gale Avenue, Suite 212
City of Industry, CA 91748-1363
Telephone No.: (626) 820-1137

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Design Services for the Town Center Plaza Improvements Project.

The following is the scope of work, schedule, and fee.

The City of Santa Fe Springs (City) is relying on a qualified consultant team to prepare Plans, Specifications and Estimates (PS&E) for the Santa Fe Springs Town Center Plaza Project located at the City's Civic Center. The JMD team will prepare the construction (PS&E) documents for the Santa Fe Springs Town Center Project consisting of pathways, walkways, a new stage, parking areas, landscaping and hardscaping features with lighting accents and wayfinding signage as well as security cameras that enhance the overall experience in a secure and aesthetically pleasing manner. JMD's design will ensure adequate vehicle circulation and turning movements can be achieved while maximizing the number of spaces for handicap stall users and those for electric vehicle charging. The fee for the design services will be per the JMD proposal dated August 29, 2025.

APPROXIMATE DESIGN SCHEDULE

Authorization to Proceed	September 2025
Preliminary Engineering	Sept–Nov 2025
PS&E 75%	February 2026
PS&E 90%	April 2026
PS&E 100%	July 2026

FEE:

The Design Services for Town Center Plaza Improvements Project will be based on the Fee Schedule in the amount of \$715,000 per the JMD proposal dated August 29, 2025.

ATTACHMENT A

ACCEPTANCE of the terms of Task Order No. 9 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
JMDIAZ Inc,

René Bobadilla, P.E.,
City Manager

Juan M. Diaz, P.E.,
President/ CEO

Date

Date

Juan M. Diaz, P.E.,
Chief Financial Officer

Date



August 29, 2025

Mr. Robert Garcia
Assistant Director of Public Works
Public Works Department
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

2025.1112.0041.00

Subject: Revised Proposal to Provide Professional Engineering Services for the Santa Fe Springs Town Center Project

Dear Mr. Garcia:

As requested, JMD is pleased to submit this revised proposal to provide professional design engineering services for the Santa Fe Springs Town Center Project in the City of Santa Fe Springs (City). Our proposal will remain effective for 90 days from the date of this letter.

Our scope of services described below has been tailored to meet the requirements based on the City's request for proposal provided via email on June 12, 2025 as well as our scoping meeting held on June 24, 2025. Our proposal includes a brief description of our proposed project team, scope of services, fee and schedule.

Background

The City previously hired RMA, Inc. to develop a Master Site Plan for the subject Town Center Project consisting of 7 Zones. The City commenced the Master Plan improvements by constructing Zone 1 which covers the Civic Center's Main Parking Lot nearest the corner of Telegraph Road and Alburdis Avenue. The City now wishes to proceed and develop Zones 2 through 6 with a possible Zone 7 and Post Office conversion to a Police Station in the future.

Project Manager

To develop this project in an expeditious manner, we have assigned **Juan M. Diaz, MBA, PE** as **Project Director** and **Deepak Solanki** as **Project Manager**. Both Juan and Deepak have led similar civic projects for numerous municipalities including the following:

- Civic Center - Police Department's Veteran's Memorial, City of El Monte
- Civic Center - Veterans Memorial Lighting, City of Irwindale
- Guadalupe Park Rehabilitation Project, City of La Habra
- Covina City Hall Improvements, City of Covina
- Community Center Parking Lot, City of La Habra
- Covina Parking Structure, City of Covina

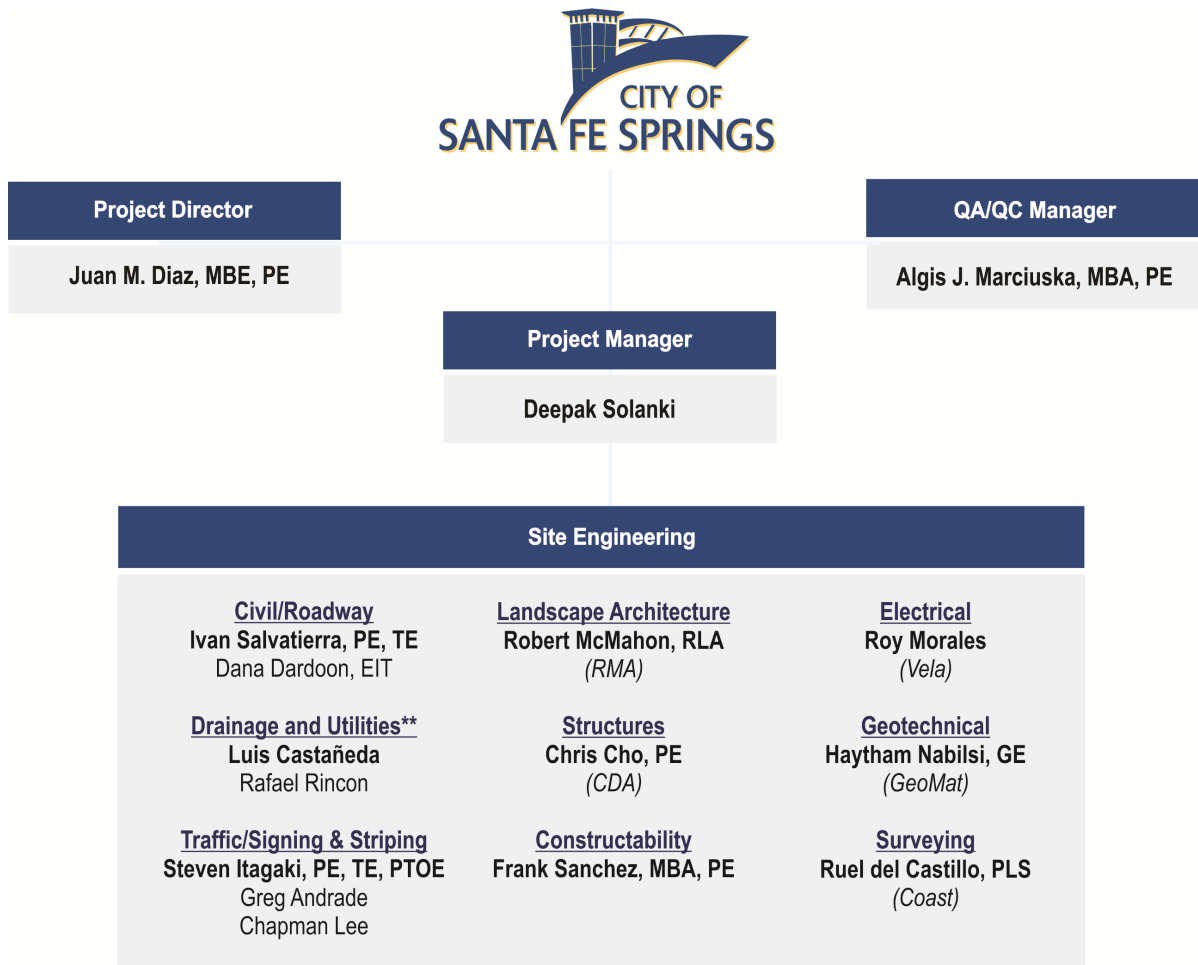
Project Team

JMD has composed a comprehensive project team of expert professionals, illustrated in the Organization Chart in **Figure 1** on the following page, to assist the City with conceptual through final design and eventual construction of the project. All key personnel are assigned for the proposed duration of the project.

18645 E. Gale Avenue, Suite 212, City of Industry, CA 91748-1363
(626) 820-1137 Tel • (626) 820-1136 Fax
www.jmdiaz.com

JMD acknowledges that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Santa Fe Springs. **Table 1**, on the following page, lists key personnel roles, current workload and availability, Brief resumes (including education, training, experience and applicable professional credentials) for key personnel are listed in the **Appendix**.

Figure 1 – Proposed Organization Chart



* Key Personnel in Bold

** Potholing by C Below



Mr. Robert Garcia
August 29, 2025
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Table 1 – Key JMD Personnel Current Workload and Availability

KEY PERSONNEL & ROLES	CURRENT WORKLOAD	AVAIL.
Project Director and Project Manager		
Juan M. Diaz, MBA, PE Project Director	- Alameda Street Widening, LABOE (5%) - Compton Boulevard Rehabilitation, City of Compton (5%) - District Boulevard Grade Crossing (5%) - Radio Road Grade Crossing (5%) - Administrative (10%) - Marketing (10%)	60%
Deepak Solanki Project Manager	- On Call Plan Checking, City of El Monte (5%) - On Call Water Services, City of Glendale (5%) - Staff Augmentation Services, City of Brea (10%) - Marketing (10%)	70%
Key Supporting Personnel		
Algis Marciuska, PE, TE, PTOE QA/QC Manager	- On-Call Engineering Services, City of Glendora (25%) - On-Call Project Management, City of Pico Rivera (25%) - Marketing (10%)	40%
Ivan Salvatierra, PE, TE Civil and Traffic Engineer: CA	- Eastside Light Rail Transit Corridor, LA Metro (20%) - Norwalk Roadway Rehabilitation Project, Various Zones (10%) - Magnolia Ave Grade Crossing, City of Corona (10%) - Marketing (10%)	50%
Steve Itagaki, PE, TE, PTOE Traffic Signing and Striping Professional Engineer, CA Traffic Engineer, CA	- On-Call Traffic Engineering Services, City of El Monte (30%) - Traffic Signal Warrant Analysis, City of South Pasadena (5%) - Fullerton Road Grade Separation, ACE (5%) - Marketing (10%)	50%
Robert McMahon, RLA Landscape Architecture	- On Call Landscape Architecture (30%) - Administration (10%) - Marketing (10%)	50%
Haythem Nabils, GE Geotechnical Services (GeoMat)	Various Geotechnical Projects (60%)	40%
Ruel del Castillo, PLS Survey Services (Coast)	Various Surveying Projects (60%)	40%
Roy Morales Electrical Services (Vela)	Various Electrical Projects (70%)	30%

Understanding and Approach

Understanding

The City of Santa Fe Springs (City) is relying on a qualified consultant team to prepare Plans, Specifications and Estimates (PS&E) for the Santa Fe Springs Town Center Project located at the City's Civic Center. The JMD team will prepare the construction (PS&E) documents for the Santa Fe Springs Town Center Project consisting of pathways, walkways, a new stage, parking areas, landscaping and hardscaping features with lighting accents and wayfinding signage as well as security cameras that enhance the overall experience in a secure and aesthetically pleasing manner. JMD's design will ensure adequate vehicle circulation and turning movements can be achieved while maximizing the number of spaces for handicap stall users and those for vehicle charging.

Key Issues

The JMD Team knows the City of Santa Fe Springs Civic Center and has identified key issues, listed below, to be addressed in a responsive, innovative and cost-effective manner.

Access and Circulation – the proposed civic center improvements will provide overall enhanced access and circulation including providing ADA compliant curb ramps, walkways, handicapped parking as well as accommodating vehicular turn movements and other modes of transportation such as bicyclists and pedestrians.

Safety and Security – the proposed improvements will enhance safety for all users. This includes enhancing security via proposed lighting as well as signage and channelization for safe guidance and circulation.

Drainage – visible pavement ponding is indicative of drainage patterns which do not lead to adequate drainage facilities with likely flat grades that need to be adjusted to prevent stagnant runoff which often results in pavement deterioration. The JMD Team has extensive experience modifying roadway, park and parking facilities with very flat grades by increasing grades through the creation of artificial or new high and low points designed

to eliminate flat areas, raise grades and provide direct storm drain connections via properly designed catch basins with adequate local depressions.

Aesthetics – the proposed improvements will be designed to enhance the appearance of the City's Civic Center resulting in a sense of place for community festivities, events and activities.

Approach

JMD's approach is to be **Service-Oriented** and keep the City informed throughout the project. We will meet with City staff first to verify the City's expectations for the project and our proposed scope, schedule and process. Relying on JMD's extensive experience with similar projects in neighboring cities, our project approach will ensure project needs are met in a responsive, innovative and effective manner.

Scope of Work

The JMD team will prepare conceptual plans as well as final plans, specifications and estimates for the City's proposed project at the 75%, 90% and 100% deliverable milestones in accordance with the City's Request for Proposal (RFP).

Deliverables at each milestone will be checked thoroughly per JMD QA/QC procedures and signed off by the Project's Principal.

The following describes our scope of services covering Zones 2 through 6 of the Civic Center and is complemented by our proposed schedule and fee proposal.

Phase 1 – Preliminary Engineering

Task 1.1 – Project Administration, Meetings and Coordination

This task includes project management and administration; meetings; agency and subconsultant coordination; scheduling; budgeting; progress reporting and invoicing. A detailed baseline project schedule will be developed, maintained and updated for control of this phase of the project.



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A kick-off meeting involving City staff and the JMD Team will be held to review the project requirements in more detail, discuss issues and establish procedures to be implemented for reviewing the project during the various development stages of the project.

Monthly progress reports and review meetings are proposed to allow all parties involved to examine project progress elements and discuss problems, upcoming meetings, scheduling and workforce allocations, as needed.

Periodic meetings will be conducted at monthly intervals, as appropriate, with City staff, utility companies and railroad entities, as appropriate, to review progress of the work, obtain additional input and direction, and coordinate preparation of the plans as the work progresses. JMD will prepare agendas in advance of meetings and meeting minutes within one week from actual meetings.

JMD will attend monthly PDT meetings, as needed, with the City other entities to coordinate project efforts and provide project permit status updates. This task assumes up to four (4) progress meetings.

Task 1.2 – Research, Data Collection and Utility Coordination

JMD will assemble, sort and review existing available information covering the project area including “as-built” plans, maps, studies and master plans; accident and traffic data; existing right of way; City design standards, and easement and utility information in order to become familiar with the project, ascertain the completeness and accuracy of available information and determine additional information requirements. Field reviews and survey checks will be made to verify existing information.

JMD will conduct utility coordination with 3rd party utility companies involved, including SCE, as a first step in the process. Responses and data received will be documented in a utility matrix and submitted to the City for future record. Record information received will be used to develop existing utilities base plans to be field verified and submitted a second time to utility companies for confirm if utility changes occurred

since the first utility notice and verification. During this process, the JMD Team will identify utilities that need to be relocated to accommodate the proposed improvements. Those utilities which require their own design for relocation will be engaged immediately, to meet critical lead-times and avoid schedule delays.

Task 1.3 – Surveying and Mapping

Our subconsultant, Coast Surveying, Inc.(Coast), will prepare photogrammetry mapping at a scale of 1" = 20', with one-foot contours and in AutoCAD digital format covering existing and proposed parking lot limits within public right of way. The survey will inventory existing features including curbs, gutters, driveways, sidewalks, pavement limits, trees, utilities, poles, signs, drainage features and striping.

Deliverable(s):

JMD will provide one (1) copy of the topographic map.

Task 1.4 – Field Review

JMD will conduct field review activities to verify field conditions and develop a photo log for quick reference.

Deliverable(s):

JMD will collect field notes and prepare a photo log.

Task 1.5 – Hydrology and Hydraulics

JMD will conduct localized hydrology and hydraulic analysis to confirm Civic Center drainage patterns, identify ponding conditions and develop solutions to eliminate ponding.

Deliverable(s):

Concise Hydrology and Hydraulics Report.

Task 1.6 – Geotechnical Investigations and Report

JMD's geotechnical subconsultant, GeoMat Testing Laboratories, Inc. (GeoMat), will conduct geotechnical analysis and prepare a geotechnical report utilizing existing data and collecting new data. The report will summarize results of materials

encountered in borings, pavement section measurements and laboratory tests.

Deliverable(s):

JMD will provide a draft and final geotechnical report.

Task 1.7 – Conceptual (30%) Plans

JMD and landscape architect, RMA, will prepare conceptual plans for the proposed Town Center Project. Design options will include parking lot access, ADA pathway access, and addition of landscape features to enhancing existing paths and walkways. The JMD team will develop the plans in close coordination with City staff. Upon approval of the preferred design concept, the JMD design team will move forward with the PS&E phase.

Deliverable(s):

- Conceptual Plans.

Task 1.8 – Conceptual Cost Estimates

The JMD Team will develop conceptual level cost estimates for the proposed improvements to confirm available funding by the City is sufficient to further develop and complete the project.

Deliverable(s):

- Conceptual cost estimates.

Task 1.9 – Public Outreach

JMD will assist the City in presenting conceptual plans to the community. JMD will prepare a PowerPoint presentation and/or large-scale conceptual plans for presentation to community groups. This task assumes presenting the conceptual plans for up to two (2) community meetings.

Deliverable(s):

- Comments Log

Phase 2 – Plans, Specifications and Estimates (75%)

JMD will prepare preliminary and final plans, specifications and estimates (PS&E) at the 75% design level including fully rendered concept plans for up to two concepts.

The following are the plans to be prepared:

Task 2.1 – Design Plans

The JMD team will prepare the following construction plans utilizing AutoCAD (dwg) following the City's format. Plans will be prepared on 24"x36" sheets at 1"=20' scales and as follows:

- **Title Sheet** - will include vicinity map, general notes, construction notes, list of drawings and appropriate signature blocks.
- **Notes and Quantities** - will include surveyed existing conditions, removals, items for protection in place, utilities, trees and will define the limits of work.
- **Horizontal Control Plan** - will include the setting out data necessary for staking out proposed design features during construction.
- **Paving and Grading Plans** - will include elevations, slopes and offsets used for verification of drainage patterns and earthwork. The plan will include a cut and fill quantities table and pavement section thickness.
- **Drainage Plan** – will include proposed drainage plan and profile of storm drain improvements addressing local ponding.
- **Utility Plans** - will include underground and above ground utilities. Utility base plan will be developed utilizing record information received from utility coordination. The plan will identify existing utilities and design of relocations/installations of utilities.
- **Signing and Striping Plan** - will include parking layout, traffic circulation, ADA paths of travel, striping legends and necessary signage for parking designation, restrictions and wayfinding. The plan will include parking space count, by size or use (e.g., regular, compact, handicap, etc.), in accordance with current City requirements.
- **Wayfinding Signage Plans** – JMD's landscape architect, RMA International, Inc. (RMA) will prepare wayfinding signs maintaining a Town

Center theme to guide pedestrians to various locations within the Civic Center.

- **Hardscape Plans** – RMA will include landscape and hardscape features and necessary irrigation installation/modification. The plan will identify plant species, placement patterns, irrigation service tie in and controller location.
- **Landscape and Irrigation Plans** – RMA will include landscape and hardscape features and necessary irrigation installation/modifications. The plan will identify plant species, placement patterns, irrigation service tie in and controller location.
- **Electrical Plans and Details** - JMD's electrical subconsultant, Vela Engineering (Vela), will provide electrical, lighting, low voltage and security engineering for Zones 1-6. Vela will:
 - Replace existing aged, non-code compliant or damaged electrical panels.
 - Provide access control to all gates leading outside of zones.
 - Provide power to (2) Dual EV Chargers at the Library.
 - Provide power, AV and LV for the proposed Stage Area.
- **Fiber Optic Plans** – Vela will provide fiber optic plans illustrating a single line diagram, panel schedules, load calculations, voltage drop calculations, site plan with EV charger power and circuit routing, site lighting and power layout, site photometrics, and schedule of lighting fixtures. Vela will provide fiber and conduit design between Library, Town Center, other buildings, and Post Office that is to be converted to Police Dept. Bldg. in the future. This includes providing video surveillance design and layout, security conduits throughout site, riser diagrams, installation details, new fiber backbone throughout the site, surveillance design for future cameras and necessary backbone and access control design for all perimeter gates.
- **Site Lighting Plans** – Vela will revise/add lighting in Zone 1 to match remainder of zone

lighting. Vela will also provide security lighting throughout the zones as required, landscape lighting for tree's throughout the zones, power and lighting for the Kiosk, lighting for way-finder system, and design new lighting control system.

- **Title 24 Forms and Electrical Details** – Vela will provide Title 24 Forms and Electrical Details needed for the project.
- **Erosion Control Plans** – JMD will prepare erosion control plans design to protect the site from erosion related to construction activities.
- **Structural Plans** – JMD's structural engineer, CHO Design Associates (CDA), will prepare structural plans and details for proposed walls around the new stage as well as slabs/foundations to support proposed information kiosks.

Proposed Stage (Zone 4): the proposed stage will be raised and constructed of a minor retaining wall (6' or less) and slab on grade. CDA will design and detail the retaining wall and slab on grade stage. Standard cable rail will be embedded in the top of our wall. A planter is being proposed on the toe side, and CDA will need to drive a footing down to allow for planting. Stage contraction/expansion joints will be located by RMA.

The existing damaged concrete walkway south of the Library (Zone 5): A portion of the walkway has been damaged and is in need of replacement. It appears as though the damage may be due to adjacent tree roots. While we can design a replacement slab on grade, the damage will likely occur again if the cause of damage is not addressed. Correcting the cause of damage is outside of our scope of work.

Landscape seat wall and backdrop metal fencing: CDA understands that a concrete seat wall is being proposed but is not currently detailed. CDA will include this item in its scope of work; any architectural finishes or treatments will be by others. The backdrop metal fencing appears to be an at grade element, and we will

provide CIDH foundations for the posts (similar to a wrought iron fence). The steel elements and its connection to the foundation will be by others.

Miscellaneous Landscape Items: CDA is accounting for up to 6 concrete foundations for various landscape items such as kiosks, bollards, clock towers, flag poles and light foundations. CDA's design will be limited to the foundation only, with loads coming from the manufacturer. All above grade elements will be by others and will not be a part of our scope of work. We are assuming the foundations will either be CIDH pole foundations, or shallow spread footings. Dimensions, weights and loads of the elements will be provided prior to the start of our work.

Trellis: CDA assumes this will be a manufacturer item, and CDA will design a CIDH foundation to support the structure based on loading provided by the vendor.

The trellis itself will be considered a deferred submittal item and its design is outside CDA's scope of work.

- **Cross Sections & Details Plan** - will include cross sections for parking lot and applicable details supplementing the design sheets.

Deliverable(s):

- Estimated plan set in the table to the right.

Description*	Sheets
Title Sheet	1
Notes and Quantities	2
Typical Sections and Detail Plans	6
Horizontal Control Plan	2
Precise Grading and Drainage Plans	4
Drainage Plan	1
Utility Plans	2
Signing and Striping Plan	2
Wayfinding Signage Plans	2
Hardscape Plans	4
Landscape and Irrigation Plan	4
Electrical Plans	10
Electrical Details	3
Fiber Optic Plans	6
Site Lighting Plans	6
Title 24 Forms and Electrical Details	2
Erosion Control Plans	4
Structural Plans	2
Cross Sections & Details	8
Total*	63

**Excludes Cross Sections*

Task 2.2 - Engineer's Estimate/Opinion of Probable Construction Cost

The JMD Team will prepare preliminary and final cost estimates for each park in MS Excel format for proposed bidding items and utilizing current industry rates based on recent bids for similar projects.

Task 2.3 - Specifications and Special Provisions

The JMD team will prepare specifications per the City's standard boilerplate and the 2021 Greenbook Standard Specifications for Public Works Construction in Microsoft Word format for each park. Specifications will include proposed bid items and applicable sections as well as pay descriptions and schedule requirements.



Mr. Robert Garcia
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Task 2.4 Quality Assurance/Quality Control Reviews

All submittals (plans, specifications, estimates) will include a QA/QC checklist and Principal's signature (progress payments will not be issued without the principal's signature) verifying the submittal adheres to the:

- Project intent and goals
- Design requirements
- Agency/utility company requirements

Phase 3 – PS&E (90%)

Task 3.1 – Prepare 90% PS&E Submittal

JMD will address review comments at the 75% level review and prepare prefinal 90% plans, specifications and estimates (PS&E).

Phase 4 – PS&E (100%)

Task 4.1 – Prepare 100% PS&E Submittal

JMD will address review comments at the 90% level review and prepare final 100% plans, specifications and estimates (PS&E).

Phase 5 – Advertising and Bidding

JMD will address review comments at the 90% level review and prepare final 100% plans, specifications and estimates (PS&E).

Task 5.1 - Attend Pre-Bid Meeting

JMD will attend the pre-bid meeting to discuss the project and respond to questions. JMD will prepare meeting minutes.

Deliverable(s): Meeting Minutes.

Task 5.2 – Technical Support and Respond to Potential Bidder Comments

JMD will assist in answering questions regarding omissions or conflicts in the design during the pre-bid meeting and bidding process. JMD will verify and evaluate bids, including accuracy/quality checks as

well as provide input to the recommended lowest bidder for contract award.

Deliverable(s): Questions Log and Bid Evaluation Matrix.

Task 5.3 – Addendum Preparation

JMD will prepare addendum regarding omissions or conflicts in the design. This task assumes one addendum will be required.

Deliverable(s): Addenda Contract Documents.

Phase 6 – Design Support During Construction

JMD will address review comments at the 90% level review and prepare final 100% plans, specifications and estimates (PS&E).

Task 6.1 - Attend Pre-Construction Meeting

JMD will attend the pre-construction meeting to discuss the project and respond to questions. JMD will prepare meeting minutes.

Deliverable(s): Meeting minutes.

Task 6.2 - Site Visits and Observations

JMD will conduct field visits and perform site observations to ascertain project progress and provide observation reports. This task assumes up to three (3) visits.

Deliverable(s): Observation reports.

Task 6.3 - Review Shop Drawings / Submittals

JMD will review shop drawings and submittals provided by the Contractor.

Deliverable(s): Document log and responses.

Task 6.4 - Review and Respond to RFIs and RFCs

JMD will provide responses to Contractor RFIs and RFCs.

Deliverable(s): Document log and responses to RFIs and RFCs.



Mr. Robert Garcia
August 29, 2025
Page 11

If this proposal is acceptable to you, please sign below and return one signed original to me.

We are pleased to provide these services to the **City of Santa Fe Springs** and look forward to your favorable reply. Should you have any questions, please contact me at (626) 820-1137 ext. 1101, or via email at jmdiaz@jmdiaz.com.

Sincerely,

JMDiaz, Inc.

A handwritten signature in blue ink, appearing to read "Juan M. Diaz", is written over the printed name and title.

Juan M. Diaz, MBA, PE
President/CEO

Agreed by,

City of Santa Fe Springs

Name

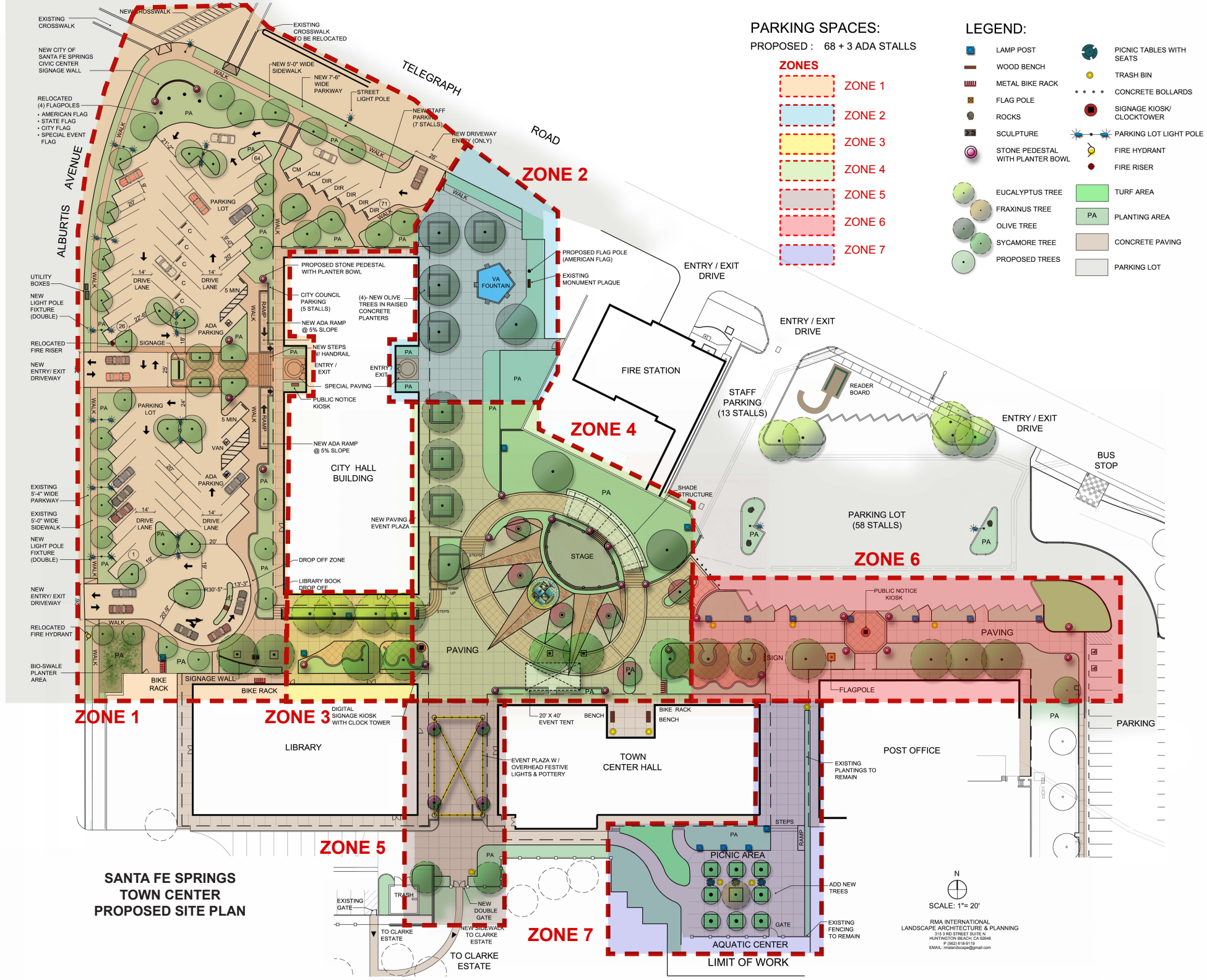
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TASK	DESCRIPTION	Diaz	Marcluska	Salvatierra	Itagaki	Castaneda	Solanki	Andrade	Dardoon	Lee	Hosselini	Felix	TOTAL LABOR HOURS							OTHER DIRECT COSTS	TOTAL COST	REMARKS
		\$190.00	\$180.00	\$160.00	\$170.00	\$151.00	\$120.00	\$100.00	\$90.00	\$80.00	\$50.00	\$60.00		C Below	CHO	CSI	GEO MAT	RMA	Vela			
1	PHASE I - PRELIMINARY ENGINEERING	12	4	18	18	52	116	24	28	16	48	98	434	\$ 10,800.00	\$ -	\$ 50,000.00	\$ 20,000.00	\$ -	\$ -	\$ 1,510.00	\$ 148,942.00	
1.1	Project Administration, Meetings (up to 8 meetings) and Coordination	8	0	16	16	0	88	0	0	0	0	90	218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 23,560.00	* Mileage/Postage/Reproduction
1.2	Research/Data Collection and Utility Coordination	2	2	0	0	0	16	16	16	8	8	8	84	\$ 10,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 19,728.00	* Potholing (4 potholes) by C Below
1.3	Surveying and Mapping	0	0	0	0	0	2	0	2	0	0	0	4	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,420.00	\$ 50,420.00	* Field Surveying by Coast
1.4	Field Review	2	2	2	2	4	8	8	8	8	0	0	44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210.00	\$ 5,334.00	
1.5	Hydrology and Hydraulics	0	0	0	0	40	0	0	0	0	40	0	80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,040.00	\$ 8,040.00	
1.6	Geotechnical Investigations and Report	0	0	0	0	0	2	0	2	0	0	0	4	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,420.00	\$ 20,420.00	* Geotechnical Analysis and Report by GEO Mat
1.7	Conceptual (30%) Plans	1	2	1	1	0	24	40	60	40	8	4	181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000.00	\$ 17,000.00	
1.8	Conceptual Cost Estimates	0	0	0	0	0	4	4	8	8	0	0	24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 2,240.00	
1.9	Public Outreach	4	0	0	0	0	8	0	0	0	0	8	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200.00	\$ 2,200.00	
2	PHASE II - DESIGN DEVELOPMENT (75% PS&E)	3	28	6	4	0	6	8	12	12	8	5	92	\$ -	\$ 29,340.00	\$ -	\$ -	\$ 213,650.00	\$ 44,050.00	\$ -	\$ 475,912.00	
2.1	Design Plans (60 sheets)																					
a.	Title Sheet (1 sheet)	1	2	1	0	0	8	16	24	24	4	0	80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,550.00	
b.	Notes and Quantities (2 sheets)	2	4	4	0	0	24	40	40	24	12	4	154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,980.00	
c.	Typical Sections and Detail Plans (6 sheets)	4	12	24	24	0	60	80	80	110	60	0	454	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,040.00	
d.	Curb Ramp and Details Plan (2 sheets)	2	4	4	0	0	24	40	40	24	12	4	154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,980.00	
e.	Horizontal Control Plan (2 sheets)	2	4	4	0	0	24	40	40	24	12	4	154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,980.00	
f.	Precise Grading and Drainage Plans (4 sheets)	4	8	8	0	0	48	80	80	48	24	8	308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,960.00	
g.	Drainage Plan (1 sheet)	0	0	0	8	12	0	0	20	40	0	0	80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,172.00	
h.	Utility Plans (2 sheets)	2	4	4	0	0	24	40	40	24	12	4	154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,980.00	
i.	Signing and Striping Plans (2 sheets)	0	0	0	8	0	0	12	20	40	0	0	80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,560.00	
j.	Wayfinding Sign Plans (4 sheets)	0	0	0	0	0	2	0	0	0	0	0	2	\$ -	\$ -	\$ -	\$ 24,115.00	\$ -	\$ -	\$ 24,355.00	\$ 24,355.00	* RMA
k.	Hardscape Plans (4 sheets)	0	0	0	0	0	2	0	0	0	0	0	2	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,240.00	
l.	Landscaping/Irrigation Plans (8 sheets)	0	0	12	0	0	2	4	24	24	8	0	74	\$ -	\$ -	\$ -	\$ -	\$ 159,535.00	\$ -	\$ -	\$ 166,575.00	* RMA
m.	Electrical Plans (10 sheets)	0	0	0	0	0	4	0	0	0	0	0	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,200.00	\$ -	\$ 12,500.00	* Vela Electrical
n.	Fiber Optic Plans (6 sheets)	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ 11,400.00	\$ -	\$ 11,400.00	\$ 11,400.00	* Vela Electrical
o.	Site Lighting Plans (6 sheets)	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,100.00	\$ -	\$ 11,100.00	* Vela Electrical
p.	Electrical Details (3 sheets)	0	0	0	0	0	2	0	0	0	0	0	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,340.00	\$ -	\$ 10,580.00	* Vela Electrical
q.	Title 24 Plans and Details (2 sheets)	0	0	0	0	0	4	0	0	0	0	0	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ 490.00	* Vela Electrical
r.	Structural Plan and Details (2 sheet)	0	0	0	0	0	2	0	0	0	0	0	2	\$ -	\$ 29,340.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,580.00	* CDA
s.	Erosion Control Plans (4 sheets)	2	2	0	0	0	8	16	32	32	8	4	104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,380.00	
2.2	Engineer's Estimate /Opinion of Probable Construction Cost	2	2	2	2	0	2	4	8	8	4	0	34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600.00	
2.3	Specifications and Special Provisions	1	2	4	2	0	4	4	4	4	4	4	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,530.00	
2.4	Quality Assurance/Quality Control	0	24	0	0	0	0	0	0	0	0	1	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,380.00	
3	PHASE III - 90% PS&E													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,000.00	\$ 29,000.00	
3.1	Address 75% Comments and Prepare 90% PS&E Submittal	2	4	4	4	40	40	40	60	40	32	24	290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 29,000.00	
4	PHASE IV - 100% PS&E													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,116.00	\$ 20,116.00	
4.1	Address 90% Comments and Prepare 100% PS&E Submittal	2	2	2	2	16	24	40	40	40	36	12	216	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 20,116.00	
5	PHASE V - Advertising and Bidding Support													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,050.00	\$ 5,050.00	
5.1	Attend Pre-Bid Meeting	0	0	0	0	0	4	0	0	0	0	4	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ 770.00	
5.2	Repond to Potential Bidder Comments	0	0	0	0	0	4	4	4	4	0	4	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	
5.3	Addendum Preparation (up to one addendum)	0	0	0	0	0	4	4	8	8	0	4	28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,480.00	
6	PHASE VI - DESIGN SUPPORT DURING CONSTRUCTION													\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,450.00	\$ 20,980.00	\$ 20,980.00	
6.1	Attend Pre-Construction Meeting	0	0	0	0	0	4	0	0	0	0	0	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ 530.00	
6.2	Site Visits and Observations (up to 4 visits)	0	0	0	0	0	12	0	0	0	0	0	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 3,640.00	* Vela Electrical
6.3	Review Shop Drawings and Submittals	0	0	0	0	0	8	8	8	8	0	0	32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 5,120.00	* Vela Electrical
6.4	Review RFIs and RFCs	0	0	0	0	0	8	8	8	8	0	0	32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 5,120.00	* Vela Electrical
6.5	Review Change Orders	0	0	0	0	0	8	8	8	8	0	0	24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,480.00	
6.6	Prepare As-Built Plans	0	0	0	0	0	4	8	8	8	0	0	28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450.00	\$ -	\$ 4,090.00	* Vela Electrical
ADDITIONAL SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A	Railroad Permitting & Coordination (if UPRR owns the crossing and utility crossings within).	0	0	0	0	0	0	0	0	0	0	0	0								\$0.00	
B	Traffic Control Plans (4 sheets)	0	0	0	0	0	0	0	0	0	0	0	0								\$0.00	
OPTIONAL SERVICES		0		0	0	0	0	0	0	0	0	0	0	\$ -			\$ -			\$ -	\$ -	\$ -
A	Zone 7 Electrical Plans	0		0	0	0	0	0	0	0	0	0	0						\$ 14,600.00	\$ -	\$ -	* Vela Electrical
TOTAL ESTIMATED LABOR HOURS (Excluding Optional Tasks)		15	32	24	22	52	122	32	40	28	56	103	526									
TOTAL ESTIMATED COST (Excluding Optional Tasks)														\$ 10,800.00	\$ 29,340.00	\$ 50,000.00	\$ 20,000.00	\$ 213,650.00	\$ 51,500.00	\$ 1,510.00	\$ 700,000.00	
TOTAL ESTIMATED COST (Optional Tasks)																			\$ 14,600.00		\$ 14,600.00	
GRAND TOTAL (With Optional Tasks)														\$ -			\$ -			\$ -	\$ 714,600.00	
Notes:		a Rates are subject to a 5% annual increase on January 1. b This proposal is based on a lump sum basis. c Does not include the cost of permits. d Does not include right of way acquisition. e Does not include monument restoration.																				Estimated Construction \$ 5,600,000.00 12.50%

feeproposal.xls





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: **AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – AWARD OF CONTRACT**

DATE: September 16, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a construction contract to the apparent low bidder PCN3, Inc. of Los Alamitos, California in the amount of \$9,506,000 for the construction of the Aquatic Center Improvement Project (Phase 1B) and authorize the City Manager to execute the agreement; and
- 2) Authorize the City Manager to execute Task Order No. 115 to Southstar | DCCM in the amount of \$998,621 for Project Management, Construction Management, Construction Inspection and Public Outreach Services for the project; and
- 3) Appropriate \$3,465,500 from the Utility Users Tax (UUT) Fund to Project Account No. PW220014 for the Aquatic Center Improvement Project (Phase 1B); and
- 4) Transfer \$380,000 from the Aquatic Center Improvements – Replaster Pools Project (Account No. PW220015) Utility Users Tax (UUT) Fund to the Aquatic Center Improvement Project – Phase 1B (Account No. PW220014); and
- 5) Transfer \$282,000 from Aquatic Center Improvements – Surge Pit, Vault and Pump Replacement Project (Account No. PW220016) Utility Users Tax (UUT) Fund to the Aquatic Center Improvements Project – Phase 1B (Account No. PW220014); and
- 6) Take such additional, related action that may be desirable.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – AWARD OF CONTRACT

Page 2 of 6

FISCAL IMPACT

The Capital Improvement Program Budget for Fiscal Year 2023-2024 has allocated \$6,600,000 for this project. Additionally, State Senator Bob Archuleta assisted the city in securing a \$6.4 million grant from the state. Other funding sources include \$525,000 from the Heritage Arts Fund, \$735,000 from LA County Measure A for parks, and \$15,000 from LA County Measure W for stormwater initiatives. In total, these funds amount to \$14,275,000 for the project.

The Capital Improvement Program Budget for Fiscal Year 2023-2024 has allocated \$6,600,000 for this project. Additionally, State Senator Bob Archuleta assisted the city in securing a \$6.4 million grant from the state. Other funding sources include \$525,000 from the Heritage Arts Fund, \$735,000 from LA County Measure A for parks, and \$15,000 from LA County Measure W for stormwater initiatives. In total, these funds amount to \$14,275,000 for the project.

On August 28, 2025, four bids were received and publicly opened for the project. The lowest apparent bidder was PCN3, Inc., located in Los Alamitos, CA, with a base bid totaling \$11,385,000, which includes deductive alternate bid items. To align with City Council's direction regarding the Phase 1B elements, staff recommends deducting \$1,879,000 from the base bid. This would result in a revised contract amount of \$9,506,000.

Staff recommends proceeding with the most critical work in Phase 1B while deferring the remaining work to a future Phase 2, as outlined below.

The proposed scope for Phase 1B includes new amenities such as a Sprayground (splash pad), a jacuzzi/spa area, a new concession building, and shaded cabana areas. It also involves a minor refresh and renovation of the pool house, building additions to accommodate equipment rooms for the spa and Sprayground, and the replacement of the remaining pool deck concrete that was not replaced during Phase 1A. Additionally, spectator stands, several new shade structures for the deck, and an acrylic coating over all new hardscape areas will be included. Construction for Phase 1B is scheduled to begin in October 2025 and is expected to take approximately eight months to complete.

Phase 2 is a future project that is not currently recommended for construction. This phase would include the following improvements: a new entry plaza and canopies at the Pool House entrance, a roof screen for both the equipment building and the Pool House, renovations to the picnic area, and the addition of a new family restroom/change room in the Pool House, along with other enhancements within the Pool House. The total estimated cost for Phase 2 is \$3,000,000.

FUNDING AND PROJECT COST SUMMARY

Project Expenses	Estimated Project Costs	
Phase 1A (Total Project Cost) - Completed	\$	5,000,000
Phase 1B		
Construction	\$	9,506,000
Design	\$	920,000
Engineering	\$	433,500
Inspection and Testing	\$	640,000
Contingency	\$	1,241,000
Total Expenses:	\$	17,740,500
Project Funding	Amount	
CIP Reserve Fund	\$	6,600,000
State Senator Bob Archuleta State Parks Grant	\$	6,400,000
Heritage Arts Fund	\$	525,000
LA County Measure A (Parks)	\$	735,000
LA County Measure W (Stormwater)	\$	15,000
Total Funding:	\$	14,275,000
Estimated Short Fall	\$	(\$3,465,500)

Staff is recommending funding this shortfall by appropriating \$3,465,500 from the Utility Users Tax (UUT) Fund to Account No. PW220014 for the Aquatic Center Improvement Project - Phase 1B.

Staff is also recommending approval of the On-Call Professional Engineering services as described in Task Order No. 115 to Southstar | DCCM and the project proposal. In summary, Task Order No. 115 consists of \$247,500 for the Project Manager / Resident Engineer, \$186,000 for the Construction Manager, \$500,325 for Construction Inspection, and \$64,796 for Public Outreach Services, totaling \$998,621.

BACKGROUND

The Aquatic Center has shown signs of deterioration and has outdated amenities, as noted in previous council reports. The City held several meetings, including Council Study Sessions and Community Feedback Meetings, to discuss the poor condition of the aquatic center. Participants identified a range of issues, including cracking pool decks, aging equipment, and a strong desire for modern amenities such as a hot tub, sprayground, and concession area. As a result of these discussions, the City was directed to proceed with an initial repair of critical items (Phase 1A), allowing the Aquatic Center

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – AWARD OF CONTRACT
Page 4 of 6

to reopen in the summer of 2024. Phase 1B will include additional amenities and features and is scheduled for completion before the summer 2026 swim season.

ANALYSIS

On July 1, 2025, the City Council approved a Prequalified Bidders List and authorized the City Engineer to solicit construction bids from the prequalified contractors for Phase 1B. The Notice Inviting Bids was sent to the Prequalified Bidders on July 30, 2025. The bidding instructions stated that the contract would be awarded based on the Base Bid, which was the entire scope of the plans and specifications and includes 21 deductive alternate bid items. The deductive bid items were included to provide the city the flexibility in awarding a contract based on the amount of funding available. The city may award a contract in the amount of the Base Bid or choose to deduct any combination of deductive alternate bid items. The 21 deductive alternate bid items include:

- 1) Acrylic concrete deck coating
- 2) Family changing room in the pool house
- 3) New entry plaza canopy for the pool house
- 4) Picnic area north of the sprayground
- 5) Add equipment screens on top of buildings to conceal HVAC equipment
- 6) Lighting Improvement to the pool house
- 7) HVAC replacement for the pool house
- 8) Replace roll down gates leading to the pool deck from the pool house
- 9) Renovate locker rooms
- 10) Renovate pool house lobby, office and janitor's closet
- 11) Renovate pool house lifeguard stations, first-aid area and storage room
- 12) Renovate lifeguard dressing rooms
- 13) Renovate pool house men's and women's restrooms
- 14) Renovate pool house men's and women's shower rooms
- 15) Renovate pool deck showers
- 16) Swimsuit dryers
- 17) Renovate pool house manager's room, vestibule, restroom, janitor's closet and classroom
- 18) Pool house interior and exterior painting
- 19) Replace interior and exterior doors in the pool house
- 20) Improvement of communication systems
- 21) Replacement of security system

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1B) – AWARD OF CONTRACT
Page 5 of 6

On August 28, 2025, four bids were received and publicly opened. City staff reviewed the proposals and confirmed that all submissions complied with the project specifications. The lowest bid for the project came from PCN3, Inc., based in Los Alamitos, CA, with a total base bid of \$11,385,000. The tabulated base bid results are as follows

Company Name	Audited Bid	Publicly Read Bid Amount
1. PCN3, Inc.	\$11,385,000	\$11,385,000
2. AMG & Associates, Inc.	\$11,963,000	\$11,963,000
3. Spec Construction Co., Inc.	\$12,640,000	\$12,640,000
4. Morillo Construction, Inc.	\$15,806,100	\$15,806,100

The bid proposal submitted by PCN3, Inc. in the amount of \$11,385,000 is approximately 35% below the Engineer's Base Bid Estimate and is acceptable. The Engineer's Base Bid Estimate had escalated to \$17,480,000 in anticipation of recent construction market price increases. The Department of Public Works has reviewed the bids and determined the bid submitted by PCN3, Inc. to be responsive and responsible.

Awarding the full Base Bid amount of \$11,385,000 would lead to a funding shortfall, requiring an additional appropriation of \$5,344,500. As an alternative, staff recommends deducting the majority of the alternate deductive bid items related to pool house improvements (Deductive Bid Item Nos. 2-7, 9-14, 16-19, and 21), resulting in an aggregate deduction of \$1,879,000. This adjustment reduces the construction contract award amount to \$9,506,000, and the recommended additional funding appropriation decreases to \$3,465,500. The pool house was refreshed for the reopening of the Aquatic Center following the completion of Phase 1A and is currently in good condition. A complete renovation of the pool house can be planned for the future when funding becomes available.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Aquatic Center Improvement Project (Phase 1B) 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.

The city's design consultant has concluded that the project qualifies as routine maintenance for Low Impact Development compliance. This is because the original line and grade of the hardscape will be preserved, for the most part, and the proposed impervious area will remain below the threshold required for Low Impact Development.

DISCUSSION

The completion of the Aquatic Center Improvement Project (Phase 1B) will provide refreshing, relaxing and therapeutic aquatic activities to the community which promotes health and wellness while reducing chronic diseases.

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will coordinate with the Contractor on the delivery of the Phase 1B project with the goal of reopening the Aquatic Center for the Summer 2026 swim season.

ATTACHMENTS:

- A. Contract Agreement
- B. Task Order No. 115
- C. Southstar I DCCM Proposal for On- Call Professional Engineering Services
- D. PCN3, Inc. “Bid Summation”

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

AGREEMENT FOR CONSTRUCTION
AQUATIC CENTER IMPROVEMENT PHASE 1B
PCN3, INC

This Agreement for Construction (“Agreement”) is entered into on this 16 day of September 2025, by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (“City”) and PCN3, INC, 10591 Humbolt Street, Unit A, Los Alamitos, CA 90720, State Contractor’s License No. 786518, (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of AQUATIC CENTER IMPROVEMENTS PHASE 1B which is covered in the Contractor’s Bid Proposal (the “Work”), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

- a. Permits from the City’s Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.
- b. Change Orders and other Modifications issued after execution of the Agreement.
- c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit “A” – Workers Compensation Certification

Exhibit “B” – Performance and Payment Bonds

Exhibit “C” – Claims Procedure

- d. Addenda with later Addenda having priority over earlier Addenda issued in connection with the Notice Inviting Bids, as follows:
Addendum No. 1, issued , August 15, 2025, 7 pages.
Addendum No. 2, issued , August 28, 2025, 1 page.
- e. Contractors Bid Proposal, for the above-referenced Bid No. 2025-05 (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Bid Schedule of Prices, List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.

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

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

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

ARTICLE 2 - SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 **Contract Price.** City shall pay Contractor the Contract Price of nine million five hundred and six thousand dollars (9,506,000.00) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

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

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

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

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

3.5 Payment Procedures.

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

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

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

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

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

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

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

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

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

ARTICLE 4 – TIME FOR PERFORMANCE

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

4.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within Two Hundred Two (202) Calendar Days, which excludes holidays, after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 **Amounts of Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Three Thousand Five Hundred Dollars (**\$3,500**). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5.2 **Incentive Bonus for Early Completion.** For each consecutive calendar day that the Contractor completes the project prior to the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, City shall pay to the Contractor the sum of Three Thousand Five Hundred Dollars (\$3,500).

ARTICLE 6 – CLAIMS AND DISPUTES

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

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

6.3 **Cooperation and Notification.** In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide

notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

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

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

ARTICLE 8 – BONDS

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

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

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

9.2 **Evidence of Coverage.** Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

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

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

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

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

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

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

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

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **ten (10) years** after completion of the Project. The retroactive date of the coverage must also be listed.

- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Santa Fe Springs. Contractor shall provide Form No. CG 20010413 to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: “Solely with respect to work done by and on behalf of the name insured for the City of Santa Fe Springs, it is agreed that the City of Santa Fe Springs, and its officers, officials, employees and agents are added as additional insureds under this policy.”
- f. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

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

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

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

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

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

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

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

employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement (“Indemnity Claims”), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

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

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

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

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

amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

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

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

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

ARTICLE 12 – PREVAILING WAGES

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

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

- a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.
- b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

- c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.
- e. Section 1810, eight hours of labor constitutes a legal day's work.
- f. Section 1813, Contractor will forfeit to the City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.
- g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.
- h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

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

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

City

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

Contractor

PCN3, Inc.
Attn: Brian Abhgari, President
10591 Humbolt St., Unit A
Los Alamitos, CA 90720

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

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

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

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

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

Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

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

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

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

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

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be

specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

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

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

[Signatures on following page.]

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

CITY OF SANTA FE SPRINGS

PCN3, Inc.

By: _____
René Bobadilla, City Manager

By: _____
Brian Abhgari

President

Attest: _____
Fernando Muñoz, Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM

By: _____
Rick Olivarez, City Attorney

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 115**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and Southstar Engineering and Consulting, Inc. (CONSULTANT), Task Order No. 115 – Project Management, Construction Management, Construction Inspection and Public Outreach Services for the Aquatic Center Improvement Project (Phase 1B).

Authorized Representative: James Enriquez, P.E., Public Works Director
Address: 11710 Telegraph Road
City of Santa Fe Springs, California 90670
Telephone No.: (562) 868-0511

SOUTHSTAR ENGINEERING, INC.:

Authorized Representative: Yvette Kirrin, Principal-in-Charge
Address: 1945 Chicago Avenue, Unit C
Riverside, CA 92507
Telephone No.: (626) 644-8058

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Project Management, Construction Management, Construction Inspection and Public Outreach Services for the Aquatic Center Improvement Project (Phase 1B).

The following is the scope of work, schedule, and fee for a Project Manager:

1. City staff will provide current Plans and Specifications, and any relevant data that would facilitate the project.
2. The Project Manager, Construction Manager, Construction Inspector and Public Outreach will coordinate the project and will work closely with the Assistant Director of Public Works and City Engineer. The Project Manager will review the project Plans and Specifications to ensure City's comments have been incorporated. The Project Manager will assemble the final plan set and prepare the bid package for advertising.
3. The Project Manager will work closely with the Assistant Director of Public Works and City Engineer on the progress of the project and submit the required documentation in a digital and hardcopy format in an organized manner to the city.

SCHEDULE:

The project contract consists of two hundred two (202) Calendar Days and is anticipated to start in September 2025 and conclude in May 2026.

FEE:

The fee for Project Management, Construction Management and Construction Inspection services is based on SOUTHSTAR ENGINEERING, INC.'s fee schedule per the on-call agreement and

the proposal dated September 5, 2025. The summary of the proposed fee schedule for Project Management, Construction Management, Construction Inspection and Public Outreach is shown below:

<u>Fee Summary</u>	<u>Hourly Rate</u>	<u>Program Management Hours</u>	<u>Total</u>
Project Manager	\$250	990	\$247,500.00
Construction Manager	\$250	744	\$186,000.00
Construction Inspector	\$175-\$350	2,276	\$500,325.00
Public Outreach /	\$167	388	<u>\$64,796.00</u>
Labor Compliance		Total Task Order	\$998,621.00

ACCEPTANCE of the terms of Task Order No. 115 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
SOUTHSTAR ENGINEERING AND
CONSULTING INC.

René Bobadilla P.E., City Manager

Yvette Kirrin, PE, Principal-in-Charge

Date

Date

September 5, 2025

Robert Garcia
Assistant Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

RE: Proposal for Project Management, Construction Management, and Construction Inspection Services for the Aquatic Center Improvements Phase 1B Project.

Dear Mr. Garcia,

Southstar | DCCM (DCCM) greatly appreciates the City of Santa Fe Springs for granting us the opportunity to submit this cost proposal. The DCCM team is prepared to work under the direction of the City to support the delivery of the Aquatic Center Improvements Phase 1B Project by providing the requested Project Management, Construction Management, and Construction Inspection services.

Understanding

Our team has a firm understanding of the project scope, required completion date and other constraints, anticipated construction schedule, existing site conditions, and how this project will tie into and expand upon the scope of the previously constructed Phase 1A. DCCM is committed to seamlessly continuing our past and present work with the City during the design, prequalification, and bidding phases for the project. We are committed and available to beginning work on the project immediately.

Cost Proposal

DCCM has prepared the enclosed cost proposal in accordance with the requirements listed in the project specifications and bid documents. The estimated hours have been tailored to match the Calendar Day working schedule that the City has created to expedite construction and minimize the duration that this important facility is closed to the public. We have included additional inspection support to ensure that all specialty work can be inspected when required. Our rates are fully burdened and inclusive of all overhead, profit, and incidental costs. Optional services for Public Outreach and Labor Compliance are also shown should the City desire for DCCM to perform these important project tasks.

Cost Proposal

Role	Hourly Rate	Hours/Week	Total Weeks	Total Project Hours	Total Cost
Project Manager / Resident Engineer*	\$ 250.00	30	33	990	\$ 247,500.00
Construction Manager**	\$ 250.00	24	31	744	\$ 186,000.00
Construction Inspector (Straight Time)	\$ 175.00	40	29	1144	\$ 200,200.00
Construction Inspector (Overtime)***	\$ 262.50	20	29	586	\$ 153,825.00
Construction Inspector (Double Time)***	\$ 350.00	10	29	290	\$ 101,500.00
Specialty Inspector (Grading, Concrete, CMU)****	\$ 175.00	16	12	192	\$ 33,600.00
Specialty Inspector (Misc. Deputy Inspections)****	\$ 175.00	8	8	64	\$ 11,200.00
Total Base Contract: Proposed Cost					\$ 933,825.00

Capital Construction Cost (Est.) \$ 9,506,000.00

CM + PM + CI (Est.) \$ 933,825.00

Support to Capital Ratio: 9.82%

Assumptions:

1) The Schedule does not exceed 8 months of Construction (202 Calendar Work Days). The Contractor's work schedule will be limited to Monday-Sunday, 7:00AM-5:00PM.

2) The Contractor doesn't require guidance beyond what is reasonable and industry-standard.

3) All proposed hours are estimated. The City will only be charged for actual hours worked.

* The Project Manager / Resident Engineer is included for 2 weeks of Pre-Construction and 2 weeks of Post-Construction.

** The Construction Manager is included for 1 week of Pre-Construction and 1 week of Post-Construction.

*** The primary Construction Inspector will work 10 hour shifts to match the Contractor's work schedule. The 10-hours shifts on Monday-Friday and the 10-hour shifts on Saturdays will be billed at Overtime. All Sunday work will be billed at Double Time.

**** Based on Straight Time rates.

Optional Services:

Role	Hourly Rate	Hours/Week	Total Weeks	Total Project Hours	Total Cost
Public Outreach	\$ 167.00	8	33	264	\$ 44,088.00
Labor Compliance	\$ 167.00	4	31	124	\$ 20,708.00
Total Optional Costs					\$ 64,796.00

Again, we appreciate the opportunity to submit this proposal to you. If you have any questions, please feel free to contact me.

Respectfully submitted,

A handwritten signature in blue ink, reading "Yvette Kirrin". The signature is fluid and cursive, with the first name "Yvette" and last name "Kirrin" clearly distinguishable.

Yvette Kirrin, P.E.
President
Southstar | DCCM
ykirrin@dccm.com

AQUATIC CENTER IMPROVEMENTS PHASE 1B

BID SUMMATION

DATE: 8/28/25

(1)

Item No.	Description	Estimate Quantity	Units	PCN3, Inc.	
				Unit Price	Extended Price
BASE BID					
BASE BID					
1.	Mobilization (Complete).	1	L.S.	\$ 328,000.00	\$ 328,000.00
2.	Preparation, Implementation, and Modification of the SWPPP (Complete).	1	L.S.	\$ 45,000.00	\$ 45,000.00
3.	Construction Survey and Monument Perpetuation (Complete).	1	L.S.	\$ 35,000.00	\$ 35,000.00
4.	Division 02 - Existing Conditions (Complete).	1	L.S.	\$ 327,000.00	\$ 327,000.00
5.	Division 03 - Concrete (Complete).	1	L.S.	\$ 442,000.00	\$ 442,000.00
6.	Division 04 - Masonry (Complete).	1	L.S.	\$ 72,000.00	\$ 72,000.00
7.	Division 05 - Metals (Complete).	1	L.S.	\$ 1,108,000.00	\$ 1,108,000.00
8.	Division 06 - Woods, Plastics, And Composites (Complete).	1	L.S.	\$ 509,000.00	\$ 509,000.00
9.	Division 07 - Thermal And Moisture Protection (Complete).	1	L.S.	\$ 262,000.00	\$ 262,000.00
10.	Division 08 - Openings (Complete).	1	L.S.	\$ 429,000.00	\$ 429,000.00
11.	Division 09 - Finishes (Complete).	1	L.S.	\$ 675,000.00	\$ 675,000.00
12.	Division 10 - Specialties (Complete).	1	L.S.	\$ 511,000.00	\$ 511,000.00
13.	Division 11 - Equipment (Complete).	1	L.S.	\$ 145,000.00	\$ 145,000.00
14.	Division 12 - Furnishings (Complete).	1	L.S.	\$ 70,000.00	\$ 70,000.00
15.	Division 13 - Special Construction (Complete).	1	L.S.	\$ 1,454,000.00	\$ 1,454,000.00
16.	Division 22 - Plumbing (Complete).	1	L.S.	\$ 683,000.00	\$ 683,000.00
17.	Division 23 - Heating, Ventilating, And Air-Conditioning (HVAC) (Complete).	1	L.S.	\$ 192,000.00	\$ 192,000.00
18.	Division 26 - Electrical (Complete).	1	L.S.	\$ 851,000.00	\$ 851,000.00
19.	Division 27 - Communications (Complete).	1	L.S.	\$ 157,000.00	\$ 157,000.00
20.	Division 28 - Electronic Safety And Security (Complete).	1	L.S.	\$ 444,000.00	\$ 444,000.00
21.	Division 31 - Earthwork (Complete).	1	L.S.	\$ 190,000.00	\$ 190,000.00
22.	Division 32 - Exterior Improvements (Complete).	1	L.S.	\$ 2,300,000.00	\$ 2,300,000.00
23.	Division 33 - Utilities (Complete).	1	L.S.	\$ 156,000.00	\$ 156,000.00
BASE BID TOTALS					\$11,385,000.00
ALTERNATE BID ITEMS					
A1.	Deduct Acrylic Coating (Complete).	1	L.S.	\$ (990,000.00)	\$ (990,000.00)
A2.	Deduct Family Changing Room 1 (Complete).	1	L.S.	\$ (54,000.00)	\$ (54,000.00)
A3.	Deduct Entry Plaza, Landscaping, and Canopies (Complete).	1	L.S.	\$ (402,000.00)	\$ (402,000.00)
A4.	Deduct Picnic Area Improvements (Complete).	1	L.S.	\$ (210,000.00)	\$ (210,000.00)
A5.	Deduct Equipment Screens on Rooves of Pool House and Equipment Building (Complete).	1	L.S.	\$ (158,000.00)	\$ (158,000.00)
A6.	Deduct Lighting Upgrades In Pool House (Complete).	1	L.S.	\$ (69,000.00)	\$ (69,000.00)
A7.	Deduct Replacement of Pool House Roof-Mounted Air-Conditioning Units (Complete).	1	L.S.	\$ (65,000.00)	\$ (65,000.00)
A8.	Deduct Replacement of Roll Down Gates to Pool Deck With Automatic Gates (Complete).	1	L.S.	\$ (30,000.00)	\$ (30,000.00)
A9.	Deduct Renovations of Locker Rooms (Complete).	1	L.S.	\$ (171,000.00)	\$ (171,000.00)
A10.	Deduct Renovations of Lobby, Office, and Janitor's Closets (Complete).	1	L.S.	\$ (56,000.00)	\$ (56,000.00)
A11.	Deduct Renovations of Lifeguard Stations, First Aid Area, and Storage Room (Complete).	1	L.S.	\$ (11,000.00)	\$ (11,000.00)
A12.	Deduct Renovations of Lifeguard Dressing Rooms (Complete).	1	L.S.	\$ (11,000.00)	\$ (11,000.00)
A13.	Deduct Renovations of Men's and Women's Restrooms (Complete).	1	L.S.	\$ (15,000.00)	\$ (15,000.00)
A14.	Deduct Renovations of Men's and Women's Shower Rooms (Complete).	1	L.S.	\$ (23,000.00)	\$ (23,000.00)
A15.	Deduct Renovations of Pool Deck Showers (Complete).	1	L.S.	\$ (39,000.00)	\$ (39,000.00)
A16.	Deduct Swimsuit Dryers (Complete).	1	L.S.	\$ (16,000.00)	\$ (16,000.00)
A17.	Deduct Renovations of Manager's Room, Vestibule, Toilet, Janitor's Closet, and Classroom (Complete).	1	L.S.	\$ (37,000.00)	\$ (37,000.00)
A18.	Deduct All Pool House Interior and Exterior Painting and Trim Work that is not Already Included in Other Alternate Bid Items (Complete).	1	L.S.	\$ (98,000.00)	\$ (98,000.00)
A19.	Deduct All New and Replacement Interior and Exterior Doors, Frames, and Hardware for the Pool House Building Only that are not Already Included in Other Alternate Bid Items (Complete).	1	L.S.	\$ (52,000.00)	\$ (52,000.00)
A20.	Deduct Division 27 - Communications (Complete).	1	L.S.	\$ (140,000.00)	\$ (140,000.00)
A21.	Deduct Division 28 - Electronic Safety and Security (Complete).	1	L.S.	\$ (431,000.00)	\$ (431,000.00)
ALTERNATE BID ITEM TOTALS					\$ (3,078,000.00)
RECOMMENDED ALTERNATE BID ITEM DEDUCTIONS					\$ (1,879,000.00)
CONTRACT VALUE AFTER RECOMMENDED ALTERNATE BID ITEM DEDUCTIONS					\$ 9,506,000.00



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
CBRE, INC. ON-CALL CITY-WIDE REAL ESTATE SERVICES**

DATE: September 16, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Professional Service Agreement (PSA) between the City of Santa Fe Springs and CBRE, Inc.; and
- 2) Authorize the City Manager to execute the agreement and serve as the City's representative under the agreement; and
- 3) Determine that the action is categorically exempt under the California Environmental Quality Act (CEQA); and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

CBRE, Inc. ("Consultant") will be compensated either through an hourly rate of \$250/hour or a commission of 2% of the final purchase price of a property, payable at the close of escrow. In no case shall both forms of compensation apply to the same transaction. If hourly services result in a real estate transaction, the hourly fees already paid will be credited against the commission. The City is not responsible for out-of-pocket expenses unless pre-approved. No immediate budget appropriation is required; funds will be allocated as part of property transactions or programmed in future budgets as necessary.

PROFESSIONAL SERVICES AGREEMENT WITH CBRE, INC.

Page 2 of 3

BACKGROUND

The City requires professional support to help manage its real estate activities, including acquisitions, leases, and compliance with state requirements. CBRE, Inc. was selected due to its extensive expertise in real estate brokerage, transaction management, and advisory services.

The agreement establishes the framework for on-call, as-needed real estate services to support the City's strategic property management and economic development goals.

ANALYSIS

The PSA with CBRE, Inc. provides flexibility for the City to request services on an on-call basis through written Work Orders issued by the City Manager or designee. Work Orders will define scope, location, budget, compensation method, and timeline for completion. Key provisions of the PSA include:

- **Term:** 90 days, renewable up to five consecutive times for additional 90-day periods with City Manager approval if terms remain unchanged.
- **Scope of Services:** Needs assessments, economic development advisory work, highest-and-best-use analysis, RFQ/RFP management related to the Surplus Land Act, and brokerage of sales and leases of City-owned property.
- **Compensation:** Either hourly or commission-based, but not both.
- **Compliance:** Consultant must adhere to applicable state laws, including Government Code §1090 and the Political Reform Act, as well as all City insurance and indemnification requirements.

CBRE, Inc. is well-qualified to provide these services and brings substantial experience in municipal real estate transactions.

ENVIRONMENTAL

Pursuant to CEQA Guidelines Section 15061(b)(3), the proposed action is categorically exempt from environmental review. Approval of the PSA does not authorize any physical development or activity that would result in a direct or reasonably foreseeable indirect change to the environment.

DISCUSSION

N/A

PROFESSIONAL SERVICES AGREEMENT WITH CBRE, INC.

Page 3 of 3

SUMMARY/NEXT STEPS

If approved, staff will execute the agreement with CBRE, Inc. and begin issuing Work Orders as needed. CBRE will support the City in evaluating and managing its real estate portfolio, including potential property acquisitions, sales, and leases. Staff will provide periodic updates to the City Council regarding the status of significant real estate activities.

ATTACHMENT(S):

A. Professional Services Agreement with CBRE, Inc.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

2025
PROFESSIONAL SERVICES AGREEMENT
On-Call City-Wide Real Estate Services
(CBRE, Inc. 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 CBRE, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires On-Call City-Wide Real Estate Services; and

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

WHEREAS, Ordinance No. 1133, which amended Chapter 34 of Title III of the Code of Santa Fe Springs, established approval authority for all purchase orders, contracts, contract amendments, and change orders, except for emergencies and public works construction projects; and

WHEREAS, this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of September 16, 2025, under Agenda Item No. XX.

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

I.
ENGAGEMENT TERMS

- 1.1 TERM: This Agreement shall have a term of ninety (90) days (hereinafter, the "Term") commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. CITY hereby authorizes the City Representative to enter into a separate written agreement, executed by both Parties, to renew this Agreement for up to a 90-day period, provided that all terms, conditions, and provisions remain unchanged. The City Representative may renew the Agreement up to five (5) consecutive times. If any terms, conditions, or provisions are amended, the City Representative shall present the modifications to the City Council for approval prior to renewing the Agreement.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks as set forth in the Scope of Services attached and incorporated hereto as **Exhibit "A"**. 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 Services. CONSULTANT shall have no authority to obligate CITY in any way without express consent from CITY. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services."

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 including whether Compensation will be in the form of an Hourly Rate or Commission pursuant to Section 1.4(A);
 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:

- A. CONSULTANT shall perform the Services at either an hourly rate of \$250/hour ("Hourly Rate"), or a fee equal to two percent (2%) of the total purchase price, payable only upon escrow closing of the real estate transaction ("Commission"). In no event shall CONSULTANT be entitled to both an Hourly Rate and Commission for Services provided pursuant to this Agreement. If Services performed by CONSULTANT are paid through an Hourly Rate and subsequently results in the sale of a real property in which the CONSULTANT would be entitled to a Commission, the Commission due to the CONSULTANT less the Hourly Rate paid by the CITY. CONSULTANT shall be entitled to Commission even if a sale of real property closes escrow after the expiration of this Agreement.
- B. CONSULTANT shall present seller with an initial offer that requires seller to pay a Commission to the CONSULTANT in accordance with the terms of this Agreement. If during the negotiation process, seller counteroffers or refuses to pay for any or all of CONSULTANT'S Commission as a term for the sale of real property, CITY shall, in its sole and absolute discretion, accept, reject or otherwise direct CONSULTANT to negotiate the responsibility for CONSULTANT'S Commission for the purchase of the real property. The payment of CONSULTANT'S Commission shall be in accordance with Section 1.5(A) of this Agreement.
- C. Notwithstanding the foregoing, CONSULTANT's Compensation based on an Hourly Rate shall not exceed Fifty Thousand Dollars (\$50,000.00) per all Services provided under the Term of this Agreement.

1.5 PAYMENT OF COMPENSATION:

- A. Commission Payment. Payment of CONSULTANT'S Commission for the sale of any real property shall be paid through the close of escrow.

- B. Hourly Payment. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the Services performed and completed during the recently concluded calendar month. The invoice should identify the Services provided, the number of hours worked in the recently concluded calendar month, the hours worked should be calculated at ¼ hour increments, the personnel responsible for performing the Services, the rate of compensation at which such Services were performed, the subtotal for each 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.
- C. Authorized Expenses. The CITY is not responsible for out-of-pocket expenses incurred by CONSULTANT unless previously approved by the CITY in writing ("Authorized Expenses"). If Authorized Expenses are incurred, once CITY successfully closes escrow for the purchase of real property, CONSULTANT shall submit to CITY an invoice indicating the services performed and tasks completed within fifteen (15) days of escrow closing. Within thirty (30) calendar days of the escrow closing date, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts listed on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. At its own expense, 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 promptly immediately and without delay, all materials, records, and other work product prepared specifically and uniquely for the CITY 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.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates City Manager, René Bobadilla, or his designee (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative 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 Edward Matevosian, Senior Vice President 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 commercially reasonable 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 facilities, labor and materials 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 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.
- H. The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services 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 promptly upon their discovery by either Party and, notwithstanding Section 5.2(B), 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 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.
- 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 clients during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT Representative's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is reasonably 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 accordance with this Agreement and 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 a limit of 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.
 - D. Errors & Omissions Insurance: CONSULTANT will procure and maintain Errors & Omissions (Professional Liability) insurance with limits not less than Two Million Dollars (\$2,000,000.00) per claim, written on a claims-made basis with a retroactive date no later than the Effective Date. CONSULTANT shall maintain continuous coverage for three (3) years after completion or termination of this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: CITY shall be named as additional insured on the CGL and Auto policies, including ongoing and completed operations, on ISO CG 20 10 04 13 and CG 20 37 04 13 or equivalent.
- 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: CONSULTANT's insurance shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers, but only for claims based upon CONSULTANT'S negligence. 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, but only for claims based upon CONSULTANT'S negligence.

- 3.5 WAIVER OF SUBROGATION: CONSULTANT hereby waives all rights of subrogation against CITY, CITY's elected or appointed officials, officers, employees, agents, or volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY may terminate this Agreement effective upon written notice to CONSULTANT.
- 3.8 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, except such loss, injury, damage, claim, lawsuit, expense, attorneys' fee, litigation cost arising from the sole negligence or willful misconduct of a City Indemnitee. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. CONSULTANT's obligation to indemnify shall not be

restricted to insurance proceeds, if any, payable to and received by the CITY, its officials, officers, employees, agents, or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the negligence or willful misconduct of the CITY. CONSULTANT'S obligation to indemnify, defend, and hold harmless the CITY shall not exceed the amount of insurance coverage available under any applicable insurance policy held by CONSULTANT and shall be limited to the applicable policy limits, with the exception of liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's gross negligence, willful misconduct, or breach of confidentiality.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 CONSULTANT'S officers, contractors, employees, agents, and directors (hereinafter, the "Consultant Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, except such loss, injury, damage, claim, lawsuit, expenses, attorneys' fees, litigation cost arising from the sole negligence or willful misconduct of a Consultant Indemnitee. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the Consultant Indemnitees with the fullest protection possible under the law. CITY acknowledges that CONSULTANT would not enter into this Agreement in the absence of CITY's commitment to indemnify, defend and protect CONSULTANT as set forth herein. CITY's obligation to indemnify shall not be restricted to insurance proceeds, if any, payable to and received by CONSULTANT, its officers, contractors, employees, agents, and directors.
- 4.5 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 engaged by 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 The obligations of CONSULTANT and CITY under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT and CITY expressly waive its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers and CONSULTANT and CONSULTANT'S officers, contractors, employees, agents, and directors.
- 4.7 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every contractor, subcontractor, agent or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, subject to Section 4.2 above, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's contractors, subcontractors, agents or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.8 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.9 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or 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 in a commercially reasonable manner any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a

Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 NON-EXCLUSIVITY: This is a non-exclusive Agreement. Both CITY and

CONSULTANT acknowledge that CITY may engage other parties or individuals to provide Services. CONSULTANT acknowledges that CITY may contract with others for Services, and CITY acknowledges that CONSULTANT retains the right to offer Services to other clients, provided that such engagements do not conflict with the obligations under this Agreement.

- 6.2 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All CITY 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 specifically and uniquely for the CITY by 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 during the term of this Agreement but only to the extent reasonably necessary for CITY to continue to use or access the Documents and Data for the purpose for which it was developed. Notwithstanding the foregoing provisions to the contrary, all methodologies, systems, procedures, management tools, software, ideas, know-how, and other intellectual property CONSULTANT has developed, created, or acquired prior to, during, or after the Term of this Agreement shall remain the exclusive proprietary property of CONSULTANT and CITY shall not acquire any right, claim, title, or interest in any of CONSULTANT’S intellectual or proprietary property. Documents and Data does not include CONSULTANT’S intellectual property.
- 6.3 CONFIDENTIALITY: All CITY data, documents, or other information received by CONSULTANT or provided by CITY for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. Confidential information does not include: (a) information that becomes generally available to the public other than as a result of disclosure by CONSULTANT, (b) information received by CONSULTANT from third parties whom CONSULTANT reasonably believed were lawfully entitled to disclose such information, (c) information that can be shown to have been independently developed by CONSULTANT, (d) disclosure of information that is required by law, court order, subpoena, or other legal process, and (e) information that is approved for release by CITY. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement, except that CONSULTANT shall be entitled to retain one copy of such information in accordance with its document retention policies. 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.
- 6.4 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or

has a non-publicly held ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

- 6.5 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CBRE, Inc.
Attn: Edward Matevosian
234 S Brand Blvd.
Suite 800
Glendale, CA 91205
Phone: (818) 502-6700

CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Rene Bobadilla, City Manager
Phone: (562) 868-0511, ext. 7510

WITH A COPY TO:

Paloma McEvoy, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Email: pmcevoy@omlowlaw.com

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.6 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.7 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.9 **CONFLICTS OF INTEREST:**
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further,

CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.12 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and

recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.13 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.20 AUTHORITY: The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.
- 6.21 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 6.17, above.

- 6.22 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.
- 6.23 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.17, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.
- 6.24 VALUATION: With respect to any comparative market analysis, price opinion, brokers opinion of value performed or other estimate of value provided by CONSULTANT as part of or in furtherance of the services under this Agreement ("BOV"), CITY acknowledges and agrees that (a) such BOV has not been performed in accordance with the Uniform Standards of Professional Appraisal Practice and is not to be construed as an appraisal and may not be used as such for any purpose and (b) neither CITY (or any of its elected or appointed officials, officers, employees, agents, or volunteers), nor any third parties, may use or rely on any BOV for any tax purposes, estate work, litigation, lending or any other matter other than CITY'S direct use in connection with the services provided under this Agreement.

(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:

CBRE, INC:

By: _____

René Bobadilla,
City Manager

By: _____

Edward Matevosian
Senior Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Rick Olivarez, City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

CONSULTANT shall provide the following services:

- Needs assessments, economic development advisory work, highest and best use analysis of City owned properties
- Manage the RFQ/RFP process for the Surplus Land Act if applicable
- Broker the sale or lease of City owned properties and facilitate all transactions on behalf of the City



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks and Recreation

SUBJECT: **INTRODUCTION OF ORDINANCE NO. 1163 – AMENDING SECTION 30.21 (CONDUCT OF MEETINGS) OF TITLE III (ADMINISTRATION) AND SECTION 130.04 (UNLAWFUL CONDUCT WITHIN PUBLIC PARK) OF TITLE XIII (GENERAL OFFENSES) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS**

DATE: September 16, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 2) Introduce by title only and waive further reading of Ordinance No. 1163:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS MUNICIPAL CODE AMENDING SECTION 3021 (CONDUCT OF MEETINGS) OF TITLE III (ADMINISTRATION), AND SECTION 130.04 (UNLAWFUL CONDUCT WITHIN PUBLIC PARK) OF TITLE XIII (GENERAL OFFENSES) TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS; and

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

FISCAL IMPACT

There is no direct fiscal impact associated with this Ordinance. There may be minimal revenues generated through administrative citations issued to individuals who fail to

ORDINANCE NO. 1163 – AMENDING SECTION 30.21 OF TITLE III AND SECTION 130.04 OF TITLE XIII OF THE SFS MUNICIPAL CODE TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS

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comply with the revised Municipal Code provisions. In addition, signage will be updated at City facilities to reflect the new standards of conduct. It is the intent to utilize existing budget allocations in the Parks and Recreation Department for this purpose; if additional funding is required, a budget amendment will be requested at that time.

BACKGROUND

The City Council and City staff are committed to ensuring that all public spaces, including parks, facilities, and meetings, remain safe, accessible, and welcoming for all members of the community.

Section 30.21 of the Santa Fe Springs Municipal Code (SFSMC), governing the conduct of meetings, has historically prohibited disruptive behavior but lacked clear and comprehensive standards of decorum. Similarly, Section 130.04 of the SFSMC prohibited certain behaviors in public parks but did not extend such protections to other City facilities, including indoor facilities, plazas, and public areas.

Ordinance No. 1163 addresses these gaps by modernizing the City's rules for both meetings and facilities, ensuring consistency with the City's Code of Conduct for Parks, Facilities, and Programs.

ANALYSIS

The proposed ordinance modernizes and strengthens the City's standards for both public meetings and public facilities. By establishing Rules of Decorum for City Council, commission, and committee meetings, the ordinance ensures that meetings remain respectful, productive, and inclusive. The presiding officer is given clear authority to manage disruptive behavior, enforce order, and, if necessary, remove individuals or clear a meeting room to protect the deliberative process. These updates balance the community's right to participate meaningfully in government with the City's responsibility to conduct business efficiently.

In addition, the ordinance updates and expands the rules governing unlawful conduct in City parks and facilities. It incorporates provisions from the City's Code of Conduct to provide consistent standards across all public spaces. Key updates include:

- Prohibiting disruptive, threatening, or unsafe behavior.
- Clarifying rules for gatherings, canopies, animals, smoking, and use of equipment.
- Requiring compliance with facility use agreements, permits, and staff directives.
- Granting City staff and law enforcement clear authority to issue citations, suspend access, or require individuals to vacate facilities.

ORDINANCE NO. 1163 – AMENDING SECTION 30.21 OF TITLE III AND SECTION 130.04 OF TITLE XIII OF THE SFS MUNICIPAL CODE TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS

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Together, these amendments enhance public safety, protect City assets, and promote positive experiences for residents and visitors in Santa Fe Springs.

ENVIRONMENTAL

This Ordinance is exempt from CEQA pursuant to the common sense CEQA exemption (CEQA Guidelines Section 15061(b)(3)) which provides that CEQA applies only to projects which have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. The amendments to the City’s Municipal Code will not have a significant effect on the environment.

DISCUSSION

Ordinance No. 1163 strengthens the City’s ability to preserve the integrity of public meetings and facilities by ensuring that both are governed by clear, enforceable standards. By aligning the SFSMC with the City’s existing Code of Conduct, the Ordinance ensures consistency, promotes civility, and prioritizes the safety and enjoyment of all residents and visitors.

This proactive update reflects the City Council’s ongoing commitment to transparency, community engagement, and high-quality public spaces.

SUMMARY/ NEXT STEPS

Staff recommends that the City Council approve and adopt Ordinance No. 1163, effectuating the proposed amendments to the Municipal Code and determining that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

ATTACHMENT(S):

A. Ordinance No. 1163

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

ORDINANCE NO. 1163

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, AMENDING SECTION 30.21 (CONDUCT OF MEETINGS) OF TITLE III (ADMINISTRATION) AND SECTION 130.04 (UNLAWFUL CONDUCT WITHIN PUBLIC PARK) OF TITLE XIII (GENERAL OFFENSES) OF THE SANTA FE SPRINGS MUNICIPAL CODE TO SUPPORT THE SAFE AND EFFECTIVE USE OF PUBLIC SPACES INCLUDING PARKS, FACILITIES, AND PUBLIC MEETINGS

WHEREAS, the City Council, Commissions and Committees of the City of Santa Fe Springs ("City") have an interest in carrying out the public business expeditiously and in an orderly fashion to ensure that the public has an opportunity to be heard and that the legislative body has an opportunity for its deliberative process; and

WHEREAS, an amendment to Santa Fe Springs Municipal Code ("SFSMC") Section 30.21 implements rules of decorum ("Rules of Decorum") for the City's public meetings for the purpose of promoting civility and maintain decorum during public meetings, mitigate detrimental conduct that can stifle participation and debate, threaten the quality of decisions, and undermine the democratic process; and

WHEREAS, these Rules of Decorum would uphold the City's commitment to transparency, civic engagement, and orderly governance, and are designed to foster a welcoming environment where elected officials, appointed officials, staff, and members of the public can participate meaningfully and with minimized disruptions to the conduct of the City's business; and

WHEREAS, the City also seeks to provide for the safety and enjoyment of shared public spaces, including its parks and facilities, and ensure they are used for their intended purposes and with proper authorization; and

WHEREAS, Section 130.04 of the SFSMC currently prohibits certain conduct within City parks, but does not include other public facilities among the places where such conduct is prohibited; and

WHEREAS, the amendment to SFSMC Section 130.04 would add "public facilities," including indoor public facilities, plazas, and other public areas, among the places where the unlawful conduct will be prohibited; and

WHEREAS, the City has an administrative Code of Conduct for City Facilities, Parks, and Programs ("Code of Conduct") to promote a positive recreational experience at its public facilities, programs, classes and events; and

WHEREAS, the amendment to Section 130.04 would align the SFSMC with the Code of Conduct for City Facilities, Parks, and Programs by incorporating elements from the Code of Conduct into the SFSMC and providing consistent standards across City

parks and public facilities; and

WHEREAS, the adoption of this Ordinance would strengthen the SFSMC by supporting the effective use and oversight of public spaces and giving City personnel and law enforcement the tools needed to effectively mitigate inappropriate, negative, or disruptive behavior.

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

SECTION 1. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Section 30.21 (Conduct of Meetings) of Title III (Administration) of the Santa Fe Springs Municipal Code is hereby amended as follows (unless otherwise noted, where ~~Strikethrough Text~~ is language to be removed from the existing Code and Underline Text is language to be added to the Code):

§ 30.21 CONDUCT OF MEETINGS – RULES OF DECORUM.

(A) ~~It shall be unlawful for any person to disturb any meeting of the City Council by loud or unusual noise, by tumultuous or offensive conduct or by threatening, traducing, quarreling, challenging to fight or fighting.~~

(B) ~~It shall be unlawful for any person present at any City Council meeting and while the City Council is in session to fail or refuse to be seated or remain quiet when ordered or commanded to do so by the Mayor or Mayor Pro Tempore. On order of the Mayor or Mayor Pro Tempore, it shall be the duty of any police officer serving the city to eject from any meeting of the City Council any person who disturbs any meeting of the City Council, as prohibited under division (A) of this section, or who fails or refuses to be seated or remain quiet when commanded to do so by the Mayor or Mayor Pro Tempore as required under this division. No such ejection shall release or relieve the person so ejected from prosecution for any violation of this section.~~

(A) Purpose. The purpose of this section is to ensure that all public meetings conducted by the City of Santa Fe Springs (the “City”) City Council and its respective commissions and committees are inclusive, respectful, and productive, the following rules of decorum (“Rules of Decorum”) are established. These rules are designed to minimize disruptions and allow for meaningful public participation so that the City may conduct the people’s business effectively.

(B) Definitions. The following definitions shall apply to this section unless the context clearly indicates or requires a different meaning.

Disruptive conduct means any behavior during a meeting that disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

True threat of force means a threat that has sufficient indicia of intent and

seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. Any person failing to leave the room in which the public meeting is being conducted after being ordered to do so by the presiding officer and who willfully resists, delays or obstructs removal by law enforcement personnel, may be subject to arrest for violation of the Penal Code or Santa Fe Springs Municipal Code.

(C) Presiding Officer. The presiding officer of any public meeting shall be responsible for preserving order and ensuring the Rules of Decorum are enforced throughout the duration of the meeting. The presiding officer shall have the authority to recognize speakers, determine the order of business, enforce these rules of decorum, rule on points of order, and take such actions as may be necessary to maintain the orderly conduct of the meeting.

(D) Council and City Staff Conduct: Members of the City Council, commissioners, committee members, as provided in Section 32.39 are subject to these Rules of Decorum, and City staff shall conduct themselves in a professional and respectful manner at all times. All members shall speak only upon recognition by the presiding officer and shall confine their comments to the matter under discussion. Members shall avoid interrupting speakers, engaging in personal attacks, or otherwise engage in disruptive conduct.

(E) Audience Conduct. Members of the audience shall not engage in disruptive conduct that impacts the orderly conduct of business. This includes, but is not limited to, applauding over speakers recognized by the presiding officer, booing, shouting, interrupting speakers, or holding signs that obstruct the view of others or create a distraction. All electronic devices must be silenced. Physical obstruction of aisles, exits, or access to the dais is prohibited. Items deemed dangerous, hazardous, or disruptive by the presiding officer, including weapons or noisemaking devices, are prohibited in the Council Chambers or meeting room, as the case may be. It shall be unlawful for any person to disrupt any public meeting conducted by the City through the conduct described herein, by tumultuous or offensive conduct or by threatening, traducing, quarreling, challenging to fight or fighting. It shall be unlawful for any person present at any public meeting and while in session to fail or refuse to be seated or remain quiet when ordered or commanded to do so by the presiding officer.

(F) Public Participation. Members of the public shall have the right to speak on matters within the body's jurisdiction during the public comment periods designated on the agenda. Each speaker shall have three (3) minutes to speak, unless the body, by a majority vote, decides to modify the time limit as deemed necessary for the orderly conduct of business. Speakers shall submit a written request to speak (commonly known as a speaker card) and submit it to City Clerk staff. Speakers may address the body during the general public comment period which generally shall be taken up at or near the beginning of each regular meeting. Speakers may not yield time to others. All remarks shall be addressed to the body as a whole and not to individual members, staff, or members of the audience.

(G) Warning and Removal. In the event that an audience member or a member of the body is engaged in disruptive conduct, the presiding officer may warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. If the conduct continues, the presiding officer may direct that the individual be removed from the meeting. Upon the order of the presiding officer, any law enforcement personnel present shall carry out the removal.

(1) Exception, True Threat of Force. If an individual engages in behavior or disruptive conduct that constitutes use of force or a true threat of force the presiding officer may order their immediate removal without issuing a warning.

(2) Clearance of the Meeting Room. If order cannot be restored after the presiding officer has ordered the removal of disruptive persons, the presiding officer may clear the meeting room. Individuals not engaging in disruptive behavior can be readmitted at the direction of the presiding officer.

~~(G)~~(H) Except as may be otherwise provided by law, public meetings shall ordinarily be conducted according to Robert's Rules of Order, Revised; provided, however, that a failure to observe or enforce such rules shall in no manner affect the regularity, validity or legality of any action or proceeding taken by the body. Any body subject to these Rules of Decorum, in its discretion and in accordance with its right to govern its own proceedings, reserves the right to proceed at any time otherwise than as prescribed or indicated in Robert's Rules of Order, Revised.

SECTION 3. Section 32.39 (ADDITIONAL RULES AND REGULATIONS) of Title III (Administration) of the Santa Fe Springs Municipal Code is hereby amended as follows (unless otherwise noted, where ~~Strikethrough Text~~ is language to be removed from the existing Code and Underline Text is language to be added to the Code):

§ 32.39 - ADDITIONAL RULES AND REGULATIONS.

(A) All commissions and committees of the City shall be subject to the Rules of Decorum established in Section 30.21.

(B) The City Council may establish additional rules and regulations governing city commissions and committees that are consistent with the provisions of this code.

SECTION 4. Section 130.04 (Unlawful Conduct Within Public Park) of Title XIII (General Offenses) of the Santa Fe Springs Municipal Code is hereby amended as follows (unless otherwise noted, where ~~Strikethrough Text~~ is language to be removed from the existing Code and Underline Text is language to be added to the Code):

§ 130.04 UNLAWFUL CONDUCT WITHIN ~~PUBLIC~~ CITY FACILITIES AND CITY PARKS.

(A) ~~For the purpose of this section, **Public Park** shall mean and include public parks, public playgrounds, public recreation centers or areas, and other public areas created,~~

~~established, designated, maintained, provided or set aside by the city for the purpose of public rest, play, recreation, enjoyment or assembly, and shall include all buildings and structures located thereon or therewith.~~ Definitions. The following definitions shall apply to this section unless the context clearly indicates or requires a different meaning.

Camp shall have the same meaning ascribed in Section 136.01.

City Facility means any structure owned, operated, controlled, or maintained by the City, including City parks, historical landmarks and plazas, municipal buildings, and other indoor facilities and public areas created, established, designated, maintained, provided, owned, operated or controlled by the City for the purpose of public use, rest, play, recreation, enjoyment, exchange of services, storage, or assembly, and shall include all buildings and structures located thereon or therewith. The term City facility shall also apply to such areas when they are reserved or permitted for use by individuals, groups, or organizations through an approved special written permit issued by the City.

City Park means parks, playgrounds, recreation centers or areas, and other public areas created, established, designated, maintained, provided, owned, operated or controlled by the City for the purpose of public rest, play, recreation, enjoyment or assembly, and shall include all buildings, structures, improvements, and equipment located thereon or therewith.

Electioneering means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of a polling place, a vote center, an elections official's office, or a satellite location under California Elections Code Section 3018.

Hours of Operation for City Parks means 6:00 AM until 10:00 PM, seven days a week, subject to the following exceptions:

Lakeview Park. From May 1 and October 31, from 6:00 AM until 8:00 PM, and from November 1 and April 30 from 6:00 AM until 6:00 PM.

Santa Fe Springs Park. From May 1 and October 31, from 6:00 AM until 8:00 PM, and from November 1 and April 30 from 6:00 AM until 6:00 PM.

Notwithstanding the foregoing, City parks may be closed by the City Manager or their designee at any time without prior notice, due to health and safety conditions, or failure to comply with the requirements of this code.

Pet means a common domesticated animal such as any dog, cat, rabbit, and other similar animals commonly treated and possessed as a domestic pet.

Smoke or Smoking means engaging in an act that generates smoke, for example: possessing a lighted pipe or a lighted hookah pipe; operating an electronic cigarette, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

Special Written Permit means a permit issued under the City's Facility Reservation and Use Policy adopted by the City Council on November 12, 2024, as may be amended from time to time.

True Threat of Force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

Wild Animal shall have the same meaning ascribed in Section 92.003.

(B) **Prohibited Activities.** It shall be unlawful for any person within any ~~public~~City park or City facility to:

(1) Operate, drive, park or leave standing any motorized vehicle, or any other vehicle, including but not limited to, electric or motorized scooters, off highway vehicles, motorcycles, golf carts, remote control cars, or to ride any horse or other animal at any time; provided, however, that the provisions of this ~~subdivision~~section shall not apply to those specific areas within such ~~public~~City parks or City facilities which by order of the City Council, or by authority of any officers or employees of such ~~e~~City having supervision in or over such ~~public~~City parks or City facilities, may now or hereafter be designated for ~~public~~City parking purposes. Provided further that the provisions of this ~~subdivision~~section shall not apply to the operation, driving or parking of any vehicle or vehicles under a permit granted by the order of the City Council, or by authority of any officers or employees of such ~~e~~City having supervision in or over such ~~public~~City parks or public facilities, or owned by or in the lawful service of such ~~e~~City, or to the operation, driving or parking of delivery and commercial vehicles actually engaged in making lawful deliveries or pick-ups of any goods, wares, merchandise or supplies into or from such ~~public~~City parks or public facilities, or engaged in the performance of an authorized service for such ~~e~~City therein, or to any employee of the ~~e~~City while such employee is actually engaged in the performance of his or her work for such ~~C~~eity in such park or facility, or is actually going to or from his or her place of employment in such park or facility.

(2) Lead or let loose any wild animals, cattle, horse, mule, goat, sheep, swine, dog, bunnies, or fowl of any kind; provided, that this subdivision shall not apply to dogs when led by a leash ~~cord~~ or chain not more than six feet long.

(3) Carry or discharge any firearms, firecrackers, rockets, torpedoes, or any other fireworks, or air gun or sling shot ~~without special written permit from the Director of Recreation Services.~~

(4) Feed, offer food, or in any manner provide food or other edible material to

any nondomesticated animal. This restriction shall not apply to personal pets.

~~(4)~~(5) Cut, break, injure, vandalize, deface, damage, destroy, or disturb any tree, shrub, plant, rack, building, monument, fence, sign, cones, traffic or crowd control devices, bench, or other structure, apparatus, or property, or pluck, pull up, cut, take out or remove any shrub, bush, plant or flowers, or remove or write upon any building, monument, fence, bench, ~~or other structure~~, equipment or thing, except in connection with and in the course of actual duties being performed as an employee of such eCity.

~~(5)~~(6) Cut, disturb, insert, or remove any wood, turf, grass, soil, rock, sand or gravel, except in connection with and in the course of actual duties being performed as an employee of such eCity.

~~(6)~~(7) Distribute any handbills or circulars, or post, place or erect any bill, notice, paper, sign, banner, or advertising device or matter of any kind, without special written distribution permit from the ~~Director of Recreation Services~~ City Manager pursuant to Section 130.23.

~~(7)~~(8) Make or kindle a fire, except in picnic stoves installed by the City for that purpose, unless a special written permit shall be obtained in advance from the ~~Director of Recreation Services~~ City Manager or their designee.

~~(8)~~(9) Camp, sleep, or lodge, unless a special written permit ~~shall be~~ is obtained in advance from the ~~Director of Recreation Services~~ City Manager or their designee.

~~(9)~~(10) ~~Indulge in~~ Engage in, riotous, boisterous, threatening, disruptive, lewd, obscene, or indecent conduct, or to use abusive, profane, intimidating, demeaning, or harassing indecent language that amounts to a use of force or a true threat of force.

(11) Attempt or threaten to inflict, or actually inflict, physical harm to another individual or City staff.

~~(10)~~(12) Exhibit, Sell, ~~or offer for sale~~, advertise for sell, hire, lease or solicit donations for an object, service, any merchandise, or article or thing whatsoever without special written permission ~~permit~~ from the ~~Director of Recreation Services~~ City Manager or their designee.

~~(11)~~(13) Gamble, or play ~~or bet at or against~~ any game which is played, conducted, dealt or carried on with cards, dice, or other device for money, chips, shells, credit, or any other representation of value; or gamble or bet for any athletic activity; or maintain or exhibit any gambling table, or other instrument of gambling or gaming.

~~(12)~~(14) Practice, carry on, conduct, or solicit for any trade, occupation, business or profession, or circulate any petition or survey of whatsoever kind or character without special written permit from the ~~Director of Recreation Services~~ City Manager or their designee. In the event a City park or City facility is utilized as a polling place during

an election, electioneering shall be strictly prohibited.

~~(13)~~(15) Play or engage in any game excepting at such place or places as shall be set part for that purpose.

~~(14)~~(16) ~~Loiter between the hours of 10:00 p.m. of any day and the time of sunrise of the following day~~ Enter or loiter in a City park outside of hours of operation without a special written permit from the ~~Director of Recreation~~ City Manager or their designee.

~~(15)~~(17) Deposit any paper, fruit, rubbish, debris, trash or any waste material of any kind except in such receptacles as may be located in such ~~public~~City park ~~therefor~~ therefore.

~~(16)~~(18) Possess, sell, exhibit, transport or ~~drink~~ consume any alcoholic or intoxicating beverage, or to be under the influence of alcoholic or any illegal or controlled substance. ~~without special permit from.~~ This section shall not be deemed to proscribe any act which is positively permitted or prohibited by state law or without a special written permit from the City Manager or their designee.

(19) Operate drones, remote control planes, potato shooters, compressed gas, rocket launchers, smoke bombs or other similar type of projectiles.

~~(17)~~(20) Loiter in or about any public toilet or enter any public toilet designated for the opposite sex; except that this provision shall not apply to persons under eight years of age, or to ~~municipal~~ City employees in the regular course of their duties. Notwithstanding the foregoing, single-user restroom facilities shall not be restricted to persons of a specific sex or gender identity in accordance with state law.

~~(18)~~(21) Call, hold, conduct, arrange for, or be present at any distinct, individual, or separate, group, gathering, lodge, association, company, corporate or other picnic, meeting, sporting practice, sport training, sport games, or sporting event, or any other type of assembly having, or which will have, in excess of 50 persons in attendance thereat without a special written permit from the ~~Director or Recreation Services~~ City Manager or their designee. Notwithstanding the foregoing, no public gatherings of any size are allowed at Heritage Park without a special written permit.

~~(19)~~(22) ~~To use or attempt to use or i~~nterfere or attempt to interfere with the use of any table, space, or facility in such facilities or parks which at the time is reserved and posted by the City or written reservation then in effect to any other person or persons; provided, however, that all such reservations shall specify the period covered by same and shall be subject to cancellation by the ~~Director of Recreation Services or authorized representative~~ City Manager or their designee. Unless the actual use of the table, space or facility referred to in any reservation is commenced within 30 minutes after the period covered by such reservation, the reservation shall thereupon be void and all rights under such reservation may be cancelled by the ~~Director of Recreation Services or authorized~~

~~representative~~ City Manager or their designee.

~~(20) To fail to obey the directions of the Director of Recreation Services, or his authorized representative, to cease and desist from any activities prohibited by this title, or by any other provisions of this code, or by any regulation of the Department of Community Services.~~

~~(21) To fail to leave the park premises or a recreation facility when directed to do so by the Director of Recreation Services, or his duly authorized representative, because of violation of any of the provisions of this title, or of this code, or of any regulations of the Department of Community Services, or his duly authorized representative, after having complied with the direction to leave the park.~~

~~(22)~~(23) Smoke in any public facility or public park unless the City has designated a specific smoking area, designated by posted signage.

~~(23)~~(24) Have in excess of three Erect four or more ten-foot by ten-foot "pop-up" canopies per group/party. No canopy shall exceed ten feet by ten feet (10' x 10'). All canopies shall be weighed down. Notwithstanding the foregoing, "pop-up" canopies shall be strictly prohibited at Heritage Park.

~~(24) Have, erect and/or construct a canopy larger than ten foot by ten foot.~~

~~(25) Record video or audio for personal or commercial production of City programs or activities for commercial (profit and sale) purposes without a special written permit from the City Manager or their designee and in compliance with applicable laws.~~

~~(23)~~(26) Enter without shoes, shirt/top, and/or bottoms, unless otherwise permitted by the City Manager or their designee as part of a program or activity.

~~(24)~~(27) Leave children under eight (8) years of age unsupervised. Notwithstanding the foregoing, this prohibition shall not apply to children participating in events or programs authorized or organized by the City, including camps and afterschool programs and with adult supervision

~~(28) Bring pets into any indoor City facility, unless they are service animals as defined by law, or leave pets otherwise attended outdoors.~~

~~(29) Use or operate sound amplifying equipment, or similar device for any purpose including giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in or upon any City park or publicCity facility without a special written permit.~~

~~(30) Enter employee-only areas or areas otherwise not open to the public without authorization.~~

(31) Engage in instructor-led activities or classes, or exchange of services, unless otherwise authorized by a facility use agreement as approved by the City Council.

(32) Fail to comply with all applicable City, state, and federal laws and regulations, including specific rules posted or established for any program, event, class, or facility.

(33) Fail to obey the direction of the City Manager or their designee, or law enforcement to cease and desist activities prohibited by the section, of this code, or any regulations or policies of the Department of Recreation and Parks, Department of Community Services, or conditions associated with any special written permit or a special event permit issued pursuant to Chapter 119 (Special Event Permits).

(C) ~~Violation of this section shall be deemed an infraction.~~ Violations. Failure to adhere to the requirements or otherwise cease and desist from the prohibited activities enumerated in (B) shall be declared unlawful and, above may result in:

(1) the immediate revocation of the special event permit, removal from the City park or City facilities;

(2) temporary or permanent suspension from entering City park or City facilities, as permitted to the fullest extent of the law;

(3) the issuance of an administrative citation as provided under Section 11.04; and/or

(4) subject to criminal prosecution pursuant to Section 10.97. The remedies available to the City to enforce the requirements of this section are cumulative, and are in addition to any other remedies available under this code, state, and do not replace or supplant any other remedy that may be sought by the City.

SECTION 5. CEQA. This Ordinance 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) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. This Ordinance does not permit or otherwise approve development or construction. Therefore, the proposed actions would not create any environmental impacts and no additional action under CEQA is required.

SECTION 6. Clerical Errors. The City Council authorizes the City Attorney to make any clarifying changes necessary to this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance

or of Section 30.21 (Conduct of Meetings) of Title III (Administration) or Section 130.04 (Unlawful Conduct Within Public Park) of Title XIII (General Offenses) of the SFSMC, or any part thereof. The City Council hereby declares that it would have each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 8. Effective Date. In accordance with Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 9. Certification and Posting. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting held on the ____ day of **[MONTH]** 2025.

William K. Rounds, Mayor

ATTEST:

Fernando N. Muñoz, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SANTA FE SPRINGS)

I, FERNANDO N. MUÑOZ, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the [] day of [Month] 2025 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Fernando N. Muñoz, City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks & Recreation

SUBJECT: APPROVAL FOR THE PURCHASE OF CHRISTMAS DECORATIONS

DATE: September 16, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the purchase of Christmas décor from St. Nick's Commercial Design and Decor in the amount not to exceed \$91,752.38; and
- 2) Authorize the City Manager to execute the purchase agreement with the selected vendor; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The total cost for the purchase of holiday décor from St. Nick's Commercial Design and Decor is \$91,752.38. Funds for this purchase are allocated in the Parks and Recreation Department budget under Contractual Services, Account No. 10106110-542050.

BACKGROUND

The City of Santa Fe Springs continues to invest in creating a festive holiday spirit throughout the community by enhancing its seasonal decorations. Staff has researched several vendors to identify the best option for expanding and upgrading the City's Christmas décor inventory.

St. Nick's Commercial Design and Decor offers the most comprehensive options for holiday décor, including customized design elements that other vendors do not provide. Their proposal includes both the expansion of the City's existing Christmas tree and the addition of new decorative pieces that will enhance the City's holiday display.

APPROVAL FOR THE PURCHASE OF CHRISTMAS DECORATIONS

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Specifically, the new décor package includes:

- A 4-foot expansion of the existing Christmas tree (bringing it to 30 feet).
- A 12-foot Walkthrough Ornament in red.
- A 14-foot Candy Cane with LED lights.
- Three 10-foot Lighted Red Bows.
- A 2-foot LED tree topper for the existing tree (provided at no cost).
- Four custom 40-foot skylines.

This expansion and enhancement package is unique to St. Nick's, as no other vendor can provide the tree expansion option. Selecting another company would require the purchase of an entirely new tree, which is far more expensive than the proposed expansion.

ANALYSIS

Staff carefully evaluated three vendors and determined that St. Nick's Commercial Design and Decor is the only vendor capable of meeting the City's needs. The 4-foot expansion of the existing tree is a custom solution that preserves the City's investment in its 26-foot centerpiece while elevating it to a new, more impressive scale. No other vendor can provide this service; their only option would be to replace the entire tree at a substantially higher cost.

Additionally, the four 40-foot custom skylines are exclusive to St. Nick's and will provide a dramatic and highly visible addition to the City's holiday display. These skylines, combined with the walkthrough ornament, lighted bows, and candy cane elements, are designed to seamlessly match the holiday theme established through previous purchases in recent years, ensuring a cohesive and professional presentation across all City facilities.

While Dekra-Lite offered pricing that was comparable in some respects, they were unable to provide either the tree expansion or the full set of custom elements needed to complete the City's vision. BrightLife Designs has not submitted a formal quote despite ongoing communication since July 2024, making them a non-viable option.

St. Nick's proposal not only offers the best value but also delivers customization, compatibility with existing décor, and unique enhancements that will strengthen the City's reputation for high-quality holiday displays. Based on this analysis, St. Nick's is the only vendor capable of meeting the City's needs in terms of both product availability and cost-effectiveness.

ENVIRONMENTAL

N/A

APPROVAL FOR THE PURCHASE OF CHRISTMAS DECORATIONS

Page 3 of 3

DISCUSSION

The City's holiday decorations are a highly visible and valued community tradition that contribute to civic pride and festive spirit during the holiday season. Investing in enhancements not only maintains but elevates the quality of the City's holiday presentation. By selecting St. Nick's, the City secures a vendor that can deliver both cost efficiency and unique features. The expansion of the existing tree allows the City to avoid the expense of purchasing a completely new tree, while also providing flexibility to add distinctive elements such as the walkthrough ornament and custom skylines. These additions will create new opportunities for community engagement, family photos, and special event programming during the holiday season.

The competitive evaluation demonstrated that while other vendors can provide partial solutions, only St. Nick's can deliver the full package of products, customization, and long-term value. This makes them the most advantageous option for the City.

SUMMARY/NEXT STEPS

Upon approval by the City Council, staff will proceed with issuing a purchase order to St. Nick's Commercial Design and Decor and placing the order for the listed décor items. This will ensure that the equipment is delivered and installed in time for the upcoming holiday season.

ATTACHMENT(S):

- A. Conceptual Designs of 40' Skylines
- B. Quote from St. Nick's Commercial Design & Décor
- C. Quote from Dekra-Lite
- D. Non-Response from BrightLife

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

ATTACHMENT A - CONCEPTUAL DESIGNS OF 40' SKYLINES





Invoice

INV-3802

Balance Due
\$91,752.38

St. Nick's Christmas Lighting & Decor

6861 Walker Street
La Palma California 90623
U.S.A

Invoice Date : 24 Jul 2025

Terms : Due on Receipt

Due Date : 24 Jul 2025

Bill To
City of Santa Fe Springs

****IF PAYING BY ACH, THEN PLEASE EMAIL CONFIRMATION TO WFRANCIS@UNICONFINANCIAL.COM****

#	Item & Description	Qty	Rate	Amount
City of Santa Fe Springs Tree Expansion - 1st Quarter Special				
1	4ft Expansion 22Ft to 26Ft **Red, White & Silver Ornaments. Cool white + Red LED lights.	1	14,500.00	14,500.00
2	12' Walkthrough Ornament - RED	1	9,500.00	9,500.00
3	14' Candy Cane with Red & Cool White LED Lights	1	7,150.00	7,150.00
4	10' Lighted Red Bow - To add to previous 2 ordered (total will now be 5)	3	5,075.00	15,225.00
5	12' Christmas Tree - Fully Decorated w/ Ornaments & Florals. Regular 2025 Price \$6,995	1	3,995.00	3,995.00
6	2FT LED Topper (12ft Tree) Reg. Cost \$299	1	0.00	0.00
7	30FT Skyline - CUSTOM -Happy Holidays Santa Fe Springs". Regular Custom Cost \$9,500	4	8,500.00	34,000.00
Sub Total				84,370.00
Tax (8.75%)				7,382.38
Total				\$91,752.38
Balance Due				\$91,752.38

Notes

Thanks for your continued business! For any questions, please call the St Nick's Office - (562)438-0017

Terms & Conditions

NOTE: Invoices are due upon receipt. St. Nick's has two ways to pay: 1. ACH – Routing#121137522, ACCT#1895327672 (name on account: T&G Global LLC); or, 2. By check, payable to T&G Global at 6861 Walker St. La Palma, CA 90623

****IF PAYING BY ACH, THEN PLEASE EMAIL CONFIRMATION TO WFRANCIS@UNICONFINANCIAL.COM****

* A late fee of 1.5% per month applies to all invoices over 30 days.

*Checks returned for NSF will be charged a \$35 fee, plus 1.5% if good funds are sent after 30 days



Contact

[Log in](#)

Email

☐ Email me with news and offers

Delivery

☒ Ship 

☐ Will Call 

Country/Region
United States 

First name

Last name

Company (optional)

Address 

Apartment, suite, etc. (optional)

City

State
California 

ZIP code

Phone 

 ¹ Low-Voltage Sequoia Tree Collection
36' \$90,455.00

Discount code

Apply

Subtotal \$90,455.00

Shipping ⓘ Enter shipping address

Total USD **\$90,455.00**

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Three Candle Skyline

\$5,764.75

Fill your skylines with time-honored Christmas decor! This Three Candle Skyline consists of one 60" wreath filled with three illuminated candles, 40' of garland illuminated with warm white C9 bulbs, two 24" bows, and four 18" bows for an ornate overhead display. Call our team to customize your Three Candle Skyline to match your company branding or holiday color scheme!

 Bulk and special ordering options available. [Contact us](#) for more info.

SKU: STVD40DSTCWLED



Quantity: 4

 Add To Wishlist

 Sold Out

****Note that this item is not available (Sold Out), and the Skyline is not a custom skyline as the product from St. Nick's.**

Contact

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Delivery

☒ Ship

☐ Will Call

Country/Region
United States




State
California



☐ Save this information for next time

	1 Snowfall Tree Toppers 30" / Cool White	\$1,695.00
	4 2D Aberdeen Bow 6.5'	\$4,140.00
	1 Denton Candy Canes 11.4'	\$10,605.00
	1 Regal Walk-Through Ornament Warm White	\$7,595.00

Subtotal · 7 items

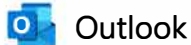
\$24,035.00

Shipping ⓘ

Enter shipping address

Total

USD **\$24,035.00**



Outlook

RE: [BrightLife Designs] Contacts Form - new submission

From Will Gugerty <will@brightlifedesigns.com>

Date Mon 8/25/2025 3:15 PM

To Leanne E. Iezza <leanneiezza@santafesprings.gov>

I hope you are doing well. Thank you for the follow up, apologies for the delay I was unexpectedly out of office following our last conversation last week. Will have this over to you shortly!

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlifedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

www.Brightlifedesigns.com

[Book a Consultation Now](#)



From: Leanne E. Iezza <leanneiezza@santafesprings.gov>

Sent: Monday, August 25, 2025 9:19 AM

To: Will Gugerty <will@brightlifedesigns.com>

Subject: Re: [BrightLife Designs] Contacts Form - new submission

Hi Will,

I hope you're doing well. I just wanted to follow up regarding the information you mentioned you'd be sending over. We haven't received anything yet, and we do need to move forward with our approval process and vendor selection soon.

Please let me know if you anticipate any additional delays or if there's anything you need from me to help move this along.

Thank you,



SANTAFESPRINGS.GOV
@CITYOFSFS

leanneiezza@santafesprings.gov



From: Will Gugerty <will@brightlivedesigns.com>
Sent: Tuesday, August 19, 2025 10:20 AM
To: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Subject: RE: [BrightLife Designs] Contacts Form - new submission

Good Morning Leanne,

Appreciate your patience with my response, I have been in and out of office the past few days. Thank you for your answers! I am getting this together now to have over to you today/tomorrow!

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlivedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

www.Brightlivedesigns.com

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From: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Sent: Wednesday, August 13, 2025 3:55 PM
To: Will Gugerty <will@brightlifedesigns.com>
Subject: Re: [BrightLife Designs] Contacts Form - new submission

Hi Will,

Thank you for following up and for the recap from our conversation. I just discovered that your email had been filtered into my junk folder when I was searching for it, so I apologize for not replying sooner.

I appreciate the detailed outline and photos, they're very helpful. The items you listed match what we discussed. I'll confirm the locations and sizing details you requested so you can proceed with the pricing list:

- **Overstreet lighted Skylines** – We are looking at banner size of 30' wide by 5' high. They will hang across Florence Ave just east of Orr & Day Road and on Telegraph just west of Alburdis.
- **Large Lighted Walkthrough Photo Opp Pieces** – [insert details here]
- **Large Lighted Bows** – Amount 4 - Locations:
 - City Hall sign at Telegraph and Alburdis
 - Police Service Center sign at Telegraph and Jersey
 - Gus Velasco Neighborhood Center on Pioneer Blvd.
 - Town Center Hall Entrance on Telegraph between Pioneer and Alburdis.
- **12ft–14ft Pre-Decorated, Pre-Lit Tree**
- **Smaller lighted motifs** – Yes, please include options for consideration.

Thanks again for your patience, and I'm looking forward to reviewing the pricing when it's ready. I know we are working with a tight turn around due to timing.

Best regards,



From: Will Gugerty <will@brightlifedesigns.com>
Sent: Monday, July 28, 2025 10:38 AM
To: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Subject: RE: [BrightLife Designs] Contacts Form - new submission

Good Day Leanne,

Such a pleasure speaking with you this morning, I truly appreciate your time. As mentioned, I wanted to send over a little recap email about what we discussed so I can get started on a price list for you, as well as some quick additional questions. Also, attached are some décor and lighting snapshots of some recent projects that display some of our décor for reference.

We discussed pricing for the following:

- Overstreet lighted Skylines. (What is the location of these? So, we can determine correct size)
- Large Lighted Walkthrough Photo Opp Pieces
- Large Lighted Bows (Quantity 6? Please provide desired locations for these so I can make the proper size recommendation)
- 12ft-14ft Pre-Decorated, Pre-Lit Tree
- Also include some smaller, lighted motifs (lighted presents, etc) for consideration.

If I am missing anything, please let me know. I will get working right away on a price list and have something to you this week.

Our team is eager for the opportunity to help Santa Fe Springs shine bright!

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlifedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

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From: Will Gugerty
Sent: Thursday, July 24, 2025 11:05 AM
To: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Subject: RE: [BrightLife Designs] Contacts Form - new submission

Leanne,

Perfect I will send over a calendar update! Looking forward to chatting!

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlifedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

www.Brightlifedesigns.com

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From: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Sent: Thursday, July 24, 2025 10:55 AM
To: Will Gugerty <will@brightlifedesigns.com>
Subject: Re: [BrightLife Designs] Contacts Form - new submission

Hello Will,

Yes, Monday at 10am works great!

 <i>"A Great Place to Live, Work, and Play"</i> SANTAFESPRINGS.GOV @CITYOFSFS	LEANNE E. IEZZA <i>Parks & Recreation Manager</i> <i>Department of Parks & Recreation</i> P: (562) 863-4896 ex. 7098 C: (562) 447-0793 leanneiezza@santafesprings.gov    
---	--

From: Will Gugerty <will@brightlivedesigns.com>
Sent: Wednesday, July 23, 2025 5:05 PM
To: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Cc: Joe Castro <joe@brightlivedesigns.com>; Denise Balestier <denise@brightlivedesigns.com>
Subject: RE: [BrightLife Designs] Contacts Form - new submission

Leanne,

I appreciate the info! I also have some time between 1:30-3pm tomorrow if that works. If not, I am happy to hop on a call Monday at 10am! I can send over a calendar invite for which ever works better for you.

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlivedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

www.Brightlivedesigns.com

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From: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Sent: Wednesday, July 23, 2025 4:48 PM
To: Will Gugerty <will@brightlifedesigns.com>
Cc: Joe Castro <joe@brightlifedesigns.com>; Denise Balestier <denise@brightlifedesigns.com>
Subject: Re: [BrightLife Designs] Contacts Form - new submission

Hello Will,

Pleasure to meet you as well and thank you for the quick response!

Unfortunately, I'm unavailable tomorrow between 9:30 AM and 12:00 PM due to prior commitments. However, I'm available during that same time window on Monday if that works for you.

Please let me know if Monday morning works with your schedule, and I'll be happy to confirm. You can reach me on my cell at 562-447-0793.

Looking forward to connecting!

Best regards,



SANTAFESPRINGS.GOV

@CITYOFSFS



From: Will Gugerty <will@brightlifedesigns.com>

Sent: Wednesday, July 23, 2025 2:46 PM

To: Leanne E. Iezza <leanneiezza@santafesprings.gov>

Cc: Joe Castro <joe@brightlifedesigns.com>; Denise Balestier <denise@brightlifedesigns.com>

Subject: RE: [BrightLife Designs] Contacts Form - new submission

Leanne,

Pleasure to meet you, thank you for reaching out! I appreciate you sending over some of this additional qualifying info, this helps us better understand your goals and how we can help.

I am confident our team can provide the décor and solutions for your program this year and would be happy to discuss further on a call tomorrow.

Do you have some availability between 9:30am – 12pm tomorrow? What would be the best number to reach you at?

Looking forward to connecting!

Thank you,

Will Gugerty

BrightLife Designs

Will@Brightlifedesigns.com

16351 Gothard St, Ste C, Huntington Beach, CA 92647

Office: [714-326-8326](tel:714-326-8326); Direct: [562-810-7363](tel:562-810-7363)

www.Brightlifedesigns.com

[Book a Consultation Now](#)



From: Leanne E. Iezza <leanneiezza@santafesprings.gov>

Sent: Wednesday, July 23, 2025 1:22 PM

To: Denise Balestier <denise@brightlifedesigns.com>

Cc: Will Gugerty <will@brightlifedesigns.com>; Joe Castro <joe@brightlifedesigns.com>

Subject: Re: [BrightLife Designs] Contacts Form - new submission

Hello Denise,

Thank you for your email and for connecting me with Will Gugerty. I'd be happy to coordinate a time to speak with him. I'm available tomorrow and can be flexible to accommodate his schedule.

In the meantime, please see our responses to the questions below to help your team prepare:

- **Rental, Purchase, or Both:** We are interested in **purchasing** décor items.

- **Large Décor Pieces:** We are considering **5–6 different types of large décor pieces**, with **multiple quantities of each**.
- **Tree Size:** We are looking for a **12-foot decorated tree**.
- **Color Scheme:** We'd like the décor to follow a **red, silver, and white** color scheme.
- **Existing Décor:** We do have some existing décor, but are looking to **expand and refresh** our display.
- **Turnkey Solution:** We will **handle our own setup, removal, and storage**, with the exception of the tree, we would like assistance with that the first time it is set up.
- **Budget Range:** Our budget is still being finalized, but we are looking for a **range of options** to help guide our planning.

Please let me know what times tomorrow might work best for the call. I look forward to speaking with Will and discussing ideas for the City of Santa Fe Springs.

Best regards,

 <i>"A Great Place to Live, Work, and Play"</i> SANTAFESPRINGS.GOV	LEANNE E. IEZZA <i>Parks & Recreation Manager</i> <i>Department of Parks & Recreation</i> P: (562) 863-4896 ex. 7098 C: (562) 447-0793 leanneiezza@santafesprings.gov
---	---

@CITYOFSFS



From: Denise Balestier <denise@brightlifedesigns.com>
Sent: Wednesday, July 23, 2025 12:45 PM
To: Leanne E. Iezza <leanneiezza@santafesprings.gov>
Cc: Will Gugerty <will@brightlifedesigns.com>; Joe Castro <joe@brightlifedesigns.com>
Subject: FW: [BrightLife Designs] Contacts Form - new submission

You don't often get email from denise@brightlifedesigns.com. [Learn why this is important](#)

Hello Leanne,

Thank you for your email. I've copied our Director of New Business Development, Will Gugerty, who will be your point of contact moving forward. He is currently attending offsite meetings but will be available later today.

Will typically schedules a brief introductory call to better understand your décor needs. He does have availability tomorrow, and I'd be happy to coordinate a meeting time that works best for you.

To help us prepare and provide the most relevant suggestions, it would be helpful if you could answer the following questions:

- Are you interested in rental, purchase, or both?
- Approximately how many large décor pieces are you considering?
- Do you have a preferred tree size in mind?
- Is there a specific color scheme you'd like us to follow?
- Do you currently have any existing décor?
- Are you looking for a turnkey solution that includes installation, removal, and storage?
- What is your budget range?

Once we receive your responses, I can schedule a call with Will at your convenience.

Looking forward to hearing from you.

Warmest regards,

Denise Balestier

Office Manager

BrightLife Designs, LLC

Huntington Beach CA 92647

Office: 714.326.8326

Mobile: 818.941.1502



Subscribe to our YouTube Channel

<https://www.youtube.com/@brightlivedesigns>

From: Leanne Iezza <reply-to+afd3e1388d5b@wixforms.com>

Sent: Wednesday, July 23, 2025 11:44 AM

To: Bright Life <hello@brightlivedesigns.com>

Subject: [BrightLife Designs] Contacts Form - new submission

Leanne Iezza just submitted your form: Contacts Form

on [BrightLife Designs](#)

Message Details:

Name: Leanne Iezza

Email: leanneiezza@santafesprings.gov

Short Text Field: Quote for Holiday Decor

Message: I'm reaching out on behalf of the City of Santa Fe Springs to request a quote for holiday décor. We're currently exploring options for large decorative pieces and are also considering a new decorated tree for one of our City facilities. We would love to review your available offerings and pricing. Please let me know if you need any additional details to provide an accurate quote. Thank you, and I look forward to hearing from you. Best regards, Leanne Iezza Parks & Recreation Manager City of Santa Fe Springs

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To edit your email settings, go to your Inbox on desktop.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks & Recreation

SUBJECT: AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR ADULT SOFTBALL LEAGUE SERVICES

DATE: September 16, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize staff to advertise a Request for Proposal (RFP) for Adult Softball League Services; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no direct fiscal impact associated with authorizing staff to advertise the RFP. All costs associated with Adult Softball League Services will be addressed through the RFP responses and resulting contract. The City is asking to receive a minimum of 25% of league registration fees as revenue.

BACKGROUND

The City of Santa Fe Springs provides a variety of recreational sports opportunities to meet the needs of the community. Adult softball has historically been one of the most popular programs offered, creating opportunities for residents and non-residents to engage in recreational and competitive play.

The City previously operated its adult softball leagues in-house; however, the program was discontinued due to ongoing challenges related to participant compliance with City park rules and ordinances. These challenges included repeated incidents of alcohol consumption and prohibited drug use on park premises, which ultimately impacted the safety and family-friendly environment of City facilities.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR ADULT
SOFTBALL LEAGUE SERVICES**
Page 2 of 3

To ensure a high-quality, well-regulated program that aligns with City standards, staff is recommending the release of a formal Request for Proposal (RFP) to secure the services of a qualified contractor to administer the City's adult softball program.

ANALYSIS

The proposed Scope of Work for the Adult Softball League Services RFP requires the successful contractor to:

- Operate adult softball leagues with an emphasis on customer service, innovation, and participant satisfaction.
- Provide online registration, league scheduling, and computerized scoring/statistical services.
- Supply equipment, including game balls, bases, and home plate extensions.
- Assign SCMAF-certified umpires, with a backup system for coverage.
- Ensure field preparation on game days, including dragging, watering, and chalking to industry standards.
- Provide awards, marketing, press releases, and communication with managers, officials, players, and spectators.
- Offer the ability to organize 1-day and 2-day tournaments.
- Maintain compliance with all City ordinances, park rules, and safety standards, including strict enforcement of no alcohol or drug use on City property.
- Remit to the City a minimum of twenty-five percent (25%) of league registration fees.
- League play will primarily occur at Los Nietos Park (2 fields with lights) and Little Lake Park (4 fields, 2 with lights).

The City will continue to maintain park infrastructure, including light fixtures, bleachers, fencing, base anchors, and other permanent fixtures in safe and operable condition. Field space is shared with youth programs and City special events, and staff will identify No-Play Dates prior to schedules being finalized. The City reserves the right to inspect and evaluate all league operations at any time.

ENVIRONMENTAL

N/A

DISCUSSION

The City recognizes the continued demand for adult softball while also acknowledging the challenges previously faced when the program was managed in-house. By seeking a qualified contractor through the RFP process, the City will ensure that league operations are conducted professionally, with certified officials, proper field preparation, and strict adherence to City ordinances. Contracting services will also provide consistency in program delivery, enhance customer service, and reduce risks associated with

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
**AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR ADULT
SOFTBALL LEAGUE SERVICES**
Page 3 of 3

enforcement of rules and facility use. Ultimately, this approach will allow the City to reintroduce adult softball in a safe, well-managed, and sustainable manner.

SUMMARY/NEXT STEPS

If approved, staff will proceed with advertising the Request for Proposal for Adult Softball League Services. Following receipt and evaluation of proposals, staff will return to City Council with a recommendation for contract award.

ATTACHMENT(S):

A. Draft RFP No. 26-3

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



REQUEST FOR PROPOSALS

No. 26 - 3

Adult Softball League Management/Administration Services

Issue Date: Thursday, September 18, 2025
Questions Due Date: Tuesday, October 7, 2025, at 2 PM Pacific
Proposal Due Date: Thursday, October 23, 2025, at 2 PM Pacific

(THIS PAGE INTENTIONALLY LEFT BLANK)

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

September 18, 2025

PROJECT

Grant Research, Writing, and Management Services

PROPOSAL OWNER

City of Santa Fe Springs – Department of Parks and Recreation
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Gustavo Hernandez, Director
Contact Phone: (562) 868 - 0511
Contact E-Mail: gustavohernandez@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, October 7, 2025, at 2 PM Pacific**.

Proposals must be submitted by **Thursday, October 23, 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/133674>

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I. Notice Inviting Proposals

The City of Santa Fe Springs ("City") seeks proposals from qualified individuals/contractors to provide adult softball league administration/management services.

The selected individuals/contractors will work closely with the City's Department of Parks and Recreation to implement services. The City anticipates establishing a contract term of three (3) years and the potential for renewal based on performance and funding availability.

Prospective respondents should carefully read information related to this opportunity before submitting a proposal.

To view the complete RFP package, please visit:

<https://vendors.planetbids.com/portal/65093/bo/bo-detail/133674>

Prospective Proposers must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by Tuesday, October 7, 2025, at 2 PM Pacific.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by Thursday, October 23, 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.

II. 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 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," with the following mission statement: "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing: a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Timeline

- | | |
|-----------------------------------|--|
| • Release RFP | Thursday, September 18, 2025 |
| • Online Q&A Deadline | Tuesday, October 7, 2025, at 2 PM Pacific |
| • Deadline to Submit Proposals | Thursday, October 23, 2025, at 2 PM Pacific |
| • City Review of Submissions | Late October/Early November 2025 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Proposers | TBD |
| • Award of Contract | TBD |

IV. Scope of Work/Services

The City of Santa Fe Springs is soliciting proposals from qualified individuals and contractors to provide Adult Softball League Services. The successful Contractor shall provide a comprehensive, professional, and customer-focused softball program that emphasizes innovation, high-quality service, safety, and value to participants.

Contractor Responsibilities

The Contractor shall provide, at a minimum, the following services:

A. Program Management & Customer Service

1. Operate adult softball leagues that prioritize customer service, innovation, and participant satisfaction.
2. Recruit and develop teams and leagues through outreach and advertising.
3. Provide an online registration system that is user-friendly and accessible.
4. Create league schedules for regular season and playoff games.
5. Implement a classification system to ensure competitive and balanced play.
6. Conduct a pre-season manager's meeting to review league rules, City park rules, and ordinances.
7. Provide a League Director onsite when league play is in session to serve as the main point of contact and ensure smooth operations.
8. Create and distribute press releases and marketing materials to promote the program.
9. Provide the ability to organize and conduct 1-day and 2-day tournaments in addition to regular league play.
10. Manage all communication with team managers, umpires/officials, players, and spectators, ensuring timely, professional, and accurate information dissemination.

B. Game Operations

1. Provide official game balls for all scheduled games.
2. Supply bases and a home plate extension at all fields where league games are played.
3. Assign and schedule Southern California Municipal Athletic Federation (SCMAF)-certified game umpires.
4. Maintain a backup umpire system to ensure coverage in the event of absence or emergencies.
5. Provide professional scorekeepers at all games.
6. Utilize computerized scoring and statistical tracking systems for accuracy and transparency.

C. Awards & Recognition

1. Provide a minimum of 15 individual awards for first-place teams and 15 individual awards for second-place teams per league.

D. Facility Preparation & Maintenance

1. Perform daily field preparation when games are scheduled, including:
 - Dragging fields
 - Watering infields
 - Chalking lines
 - All work to be conducted to industry best standards
2. Conduct periodic infield repairs to ensure safe and playable conditions.
3. (Optional) Provide laser leveling services for fields at an additional cost, with a detailed cost breakdown. Must be approved by City prior to any work commencing.

E. Compliance & Safety

1. Enforce a strict policy prohibiting alcohol and drug use by players, managers, and spectators before, during, or after games on City property.
2. Ensure compliance with all applicable City ordinances, park regulations, and public space rules.
3. The Contractor shall be responsible for maintaining a safe environment for all players, officials, and spectators. The Contractor shall:
 - Ensure a fully stocked First Aid kit is available onsite at all times.
 - Provide, or have access to, an Automated External Defibrillator (AED) — strongly recommended to be onsite.
 - Ensure that at least one trained personnel certified in CPR/First Aid/AED is onsite during all games, practices, and league activities.
 - Train staff to recognize medical emergencies and promptly call Emergency Services (911) when necessary.

- Conduct background checks for all personnel and ensure they are cleared by the California Department of Justice (DOJ) before participating in any league operations.

F. League Play Locations and Hours

Park	# of Fields	Lighting Availability	League Play Days & Times
Los Nietos	2	Both fields have lights	Friday: 5:30 p.m. – 10:00 p.m. (or closing) Sunday: 1:00 p.m. – 10:00 p.m. (or closing)
Little Lake	4	2 fields have lights	Friday: 5:30 p.m. – 10:00 p.m. (or closing) Sunday: 8:00 a.m. – 10:00 p.m. (or closing)

G. Field Space & Scheduling

1. Field space is limited and shared with other City programs and uses, including youth programs, community activities, and special events.
2. The City's designee will coordinate with the Contractor to identify No-Play Dates before league schedules are finalized.
3. The Contractor must adjust league schedules accordingly to accommodate these City priorities.

H. City Responsibilities

1. The City agrees to maintain all park facilities and fixtures in a safe and operable condition, including but not limited to:
2. Light poles, fixtures, and bulbs
3. Bleachers and spectator seating
4. Playground equipment adjacent to ballfields
5. Chain-link fencing (including dugouts, backstops, "out-of-play," and outfield/home run fences)
6. Base anchors, home plates, and pitcher's rubbers
7. The City reserves the right to inspect and evaluate league operations at any time to ensure compliance with the Scope of Work, City ordinances, and professional service standards.

I. Deliverables

1. Comprehensive league schedules.
2. Onsite League Director presence for all games.
3. Computerized stats and records provided to teams.
4. Pre-season meeting agenda and documentation.
5. Marketing and press release materials.

6. Financial reports showing gross revenue and the City's share of registration fees.

J. Optional Services (Additional Cost to City)

1. Laser leveling of fields to industry standards
2. Additional equipment or premium services as proposed by Contractor.

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 must 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, as well as 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 to ensure successful implementation.

3. Proposed fees for items/services (20 points)

- Proposed fees are reasonable for users.
- Percentage of registration dues proposed to City 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:
Julio Morales
City of Santa Fe Springs
Attn: Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:

juliomorales@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.

XIX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XX. General Rights of the City

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - 1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - 2. The 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

DRAFT



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: SIRSI CORPORATION AGREEMENT FOR INTEGRATED LIBRARY SYSTEMS SOFTWARE

DATE: September 16, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize the execution of a service agreement with Sirsi Corporation DBA SirsiDynix (SirsiDynix) in the amount of \$145,206; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The total cost for the SirsiDynix five-year service agreement is \$145,206, allocated annually as follows:

Year	Total
Year 1	\$ 27,143
Year 2	\$ 27,859
Year 3	\$ 28,927
Year 4	\$ 30,057
Year 5	\$ 31,220

This agreement secures predictable annual increases that are well below the prior trend of \$2,000–\$3,000 per year increases. Based on historical invoices, the City is projected to save at least \$8,000 over the life of the agreement compared to the original pricing structure. Funds are included in the Fiscal Year 2025–26 budget and will continue to be

budgeted annually in account number 10105699-542050 (General Fund—Community Services—Library & Cultural Services Administration—Contract Services).

BACKGROUND

The City has relied on SirsiDynix as its Integrated Library System (ILS) provider since 2012, making this a trusted and proven partnership for over a decade. Until 2023, the City paid annually based on invoices without a formal long-term agreement. Invoices steadily increased from \$24,770 in 2019 to \$30,914 in 2023. To control these rising costs, the City entered into a five-year agreement, in October 2023, that secured lower first-year pricing and modest annual adjustments, ensuring long-term savings while maintaining uninterrupted library services.

SirsiDynix is recognized as a leading provider of cataloging and database management systems for public libraries. The ILS serves as the backbone of the Library's operations by:

- Managing cataloging and circulation of materials
- Providing patrons with searchable access to titles, authors, subjects, and digital content
- Creating and maintaining unique patron IDs and library cards for efficient checkouts
- Tracking due dates, fines, and patron communications
- Supporting integration with e-books, periodicals, and other online resources
- Generating reports that assist staff in decision-making and collection management

This system is critical to daily operations, ensuring that Library staff can efficiently manage materials and that patrons have reliable, user-friendly access to library resources.

DISCUSSION

SirsiDynix has consistently demonstrated strong performance and reliability, making it the most practical and cost-effective option for the City. The five-year agreement not only ensures long-term savings but also provides enhancements that expand the Library's capabilities. Key benefits include:

- Cost efficiency through bundled services and an unlimited licensing model, which reduces future expenses for third-party integrations.
- A modernized user interface that improves the patron experience with expanded title details, summaries, and recommendations.
- Training, consultation, and customer support to help staff take full advantage of the system's features and ensure smooth integration of upgrades.

Under Santa Fe Springs Municipal Code Chapter 34.18(A)(1), competitive bidding is not required for professional and specialized services, including technology solutions. Because SirsiDynix provides a proprietary system already in use by the Library, this agreement qualifies for that exception. In addition, entering into a competitive bidding process would not provide economic benefit, as transitioning to another system would create additional costs for migration, staff retraining, and potential service disruptions. Continuing with SirsiDynix allows the City to maintain stability, predictability, and high-quality service while securing significant cost savings.

Therefore, staff is requesting retroactive approval of this agreement to ensure compliance with the City's purchasing requirements.

SUMMARY/NEXT STEPS

The City has partnered with SirsiDynix since 2012 to provide its Integrated Library System, the backbone of cataloging, circulation, and digital resource management. The five-year agreement represents both a continuation of this proven service and a financial benefit, saving the City money compared to projected costs under the previous annual renewal model. In addition to stabilizing expenses, the agreement provides for modern upgrades, enhanced support, and greater efficiency. For these reasons, staff recommends approval of the agreement with SirsiDynix in the amount of \$145,206.

ATTACHMENT(S):

A. SirsiDynix Agreement

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

MASTER AGREEMENT BETWEEN SANTA FE SPRINGS CITY LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

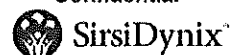
migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

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parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Upon expiration of this Agreement, SirsiDynix's sole obligation to Customer with respect to Customer Data will be:

(i) In the case of data stored in a Symphony ILS, extracting the entire ILS data set in a documented database-independent ASCII format and storing the resulting files on Customer's server (or on a hosted SFTP server for Subscription customers). Authority and bibliographic records (including items) will also be extracted and delivered in MARC21 format.

(ii) In the case of data stored in a Horizon ILS, providing a backup of the database in the standard backup format for the database..

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or

available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix

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and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR

UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

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10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

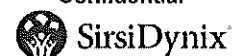
10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United Nations Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date:

MB 10/24/23

Confidential



File: Santa Fe Springs City Library

GC#400086

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

Santa Fe Springs City Library 11700 Telegraph Road Santa Fe Springs, California 90670 United States	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: <u><i>Maricela Balderas</i></u>	DocuSigned by: Sign: <u><i>Scott Worthington</i></u> BDD0DF0E60CF45B...
Print Name: <u>MARICELA BALDERAS</u>	Print Name: <u>Scott Worthington</u>
Title: <u>Director of Community Services</u>	Title: <u>General Counsel/Secretary</u>
Date: <u>10/19/23</u>	Date: <u>Oct-26-2023 14:29 MDT</u>

Customer Initial and Date: *MB* 10/24/23

File: Santa Fe Springs City Library

GC#400086

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

MPS 10/24/23

Quote for Santa Fe Springs City Library

Quote Number 116359



SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 116359 for:

Santa Fe Springs City Library

SymphonyWeb 17 Users w/ 5 Year Agreement

Quote valid until:	December 18, 2023
Prepared by:	Larry Menlove, Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Quote Information

General and/or Custom Services Statement of Work

Santa Fe Springs City Library has the option to opt-out of SymphonyWeb after one full year of service.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	1,683	700	730	760	780
SirsiDynix Services	350	-	-	-	-
Discount	(1,080)	-	-	-	-
Active Products Total	26,119.83	27,138.50	28,196.90	29,296.58	30,439.15
Total	27,142.83	27,838.50	28,926.90	30,056.58	31,219.15

Active Products

Quantity	Total Price	Component	Note
30.00	1,552.86	Enriched Content Basic Public Subscription (Per 1000 Circ)	
130.00	271.58	Enriched Content Video and Music 1 5+ Elements Subscription for Public Libraries	
1.00	0.00	Horizon-to-SirsiDynix Symphony SaaS iBistro PAC Option	
1.00	0.00	SaaS User Level - 3 Staff seats	
1.00	1,313.06	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	670.34	SirsiDynix SMS Notification for Symphony SaaS - 5K Message Package	
1.00	1,882.00	SirsiDynix Symphony SaaS 9xx, Per User	
1.00	2,634.76	SirsiDynix Symphony SaaS Acquisitions	
7.00	0.00	SirsiDynix Symphony SaaS Additional User Seat(s)	
1.00	11,158.39	SirsiDynix Symphony SaaS Core	
1.00	1,367.32	SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)	
1.00	0.00	SirsiDynix Symphony SaaS ReferenceLIBRARIAN	

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Quote for Santa Fe Springs City Library

Quote Number 116359

1.00	2,634.76	SirsiDynix Symphony SaaS Serials
1.00	0.00	SirsiDynix Symphony SaaS SmartPort, Unlimited Users
1.00	2,634.76	SirsiDynix Symphony SaaS Universal SIP2
1.00	0.00	Web Services, Basic for SirsiDynix Enterprise

26,119.83	Active Product Total Year 1
------------------	------------------------------------

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 3.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/Integrated products/services if a Third Party vendor increases pricing for Third Party/Integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		1,683
SirsiDynix SymphonyWeb SaaS User, Annual Subscription	17	1,683
SirsiDynix Services		350
Product Delivery:		
SirsiDynix SymphonyWeb Installation for One Production Instance	1	250
Project Management:		
Project Management for all products in this Quote	1	100
Discount		(1,080)
Customer Success Agreement		(1,010)
Services Discount		(70)
Quote Total		953

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

SirsiDynix SymphonyWeb SaaS User, Annual Subscription

SymphonyWeb is a full-featured WorkFlows staff client that runs on a web browser. It is a fast, reliable and secure connection to a dedicated web server that is connected to one Symphony catalog server. It comes with an updated interface and all of the advantages of a web application.

SirsiDynix Services

Product Delivery

SirsiDynix SymphonyWeb Installation for One Production Instance

Building of a dedicated web server environment which includes the installation of software components necessary for securing and optimizing the transactions. Included in the installation is the configuration of the software in setting up the proper hosts, ports and user properties for one Symphony catalog server instance.

Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

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Terms and Conditions

Current Contract License Limits:

Up to 150,000 annually circulated items.

SirsiDynix SymphonyWeb is based on the number of concurrent Staff Users. You may use SymphonyWeb for a total of up to 17 concurrent Staff Users which may be split against the number of production instances purchased; an increase in the number of Staff Users on any instance requires additional fees.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Quote for Santa Fe Springs City Library

Quote Number 116359

between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Quote for Santa Fe Springs City Library

Quote Number 116359

Signature(s)

Customer Signature:
Santa Fe Springs City Library

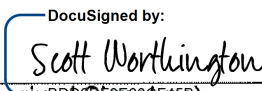
By: 
(Authorized Signature)

Name: MARICELA BALDERAS
(Printed)

Job Title: Director of Community Services

Date: 10/23/23

Sirsi Corporation dba SirsiDynix Signature:

DocuSigned by:
By: 
(Authorized Signature)

Name: Scott Worthington
(Printed)

Job Title: General Counsel/Secretary

Date: Oct-26-2023 | 14:29 MDT

Billing Address:

Santa Fe Springs City Library
11700 Telegraph Road
Santa Fe Springs
California 90670
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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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: Debbie Ford, Human Resources Manager

SUBJECT: **SIDE LETTER #3 (UNIFORM ALLOWANCE) TO THE 2024-2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION**

DATE: September 16, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve side letter #3 (Uniform Allowance) to the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association.

FISCAL IMPACT

N/A

BACKGROUND

The California Public Agency Retirement System (CalPERS) initiated a regular audit regarding MOU language for uniform allowance for safety personnel. In order to ensure compliance updates of CalPERS standards, staff met with representatives from CalPERS to discuss and identify preferable language that would bring these items into full compliance with CalPERS regulations. Staff also engaged in the meet and confer process with the Santa Fe Springs Firefighters Association. Based on a review and recommendations from all parties, there are revisions being made to the following item:

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 16, 2025
SIDE LETTER #3 (UNIFORM ALLOWANCE) TO THE 2024-2027 MOU BETWEEN THE CITY AND THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION
Page 2 of 2

Uniform Allowance: The uniform allowance has been modified to meet the updated standards and requirements provided by CalPERS. This revision ensures that the uniform allowance is structured in a way that is clearly defined and consistently applied, preventing any ambiguity regarding its impact on retirement benefits. Revised language dictates specific allowance, uniform types and maintenance.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

City staff met with representatives from CalPERS and received guidance on recommended MOU language. City staff also engaged in the met and confer process with the Santa Fe Springs Firefighters Association and both parties agreed to the modifications to meet the updated standards and requirements set forth by CalPERS.

It is anticipated that this revised sections of the MOU will provide greater clarity and ensure continued compliance with CalPERS updated standards.

SUMMARY/NEXT STEPS

Staff recommends that the City Council approve side letter #3.

Upon approval, the Human Resources Office and Payroll will apply changes and report appropriate uniform allowance amounts to CalPERS.

ATTACHMENT(S):

- A. Side Letter #3 to the 2024-2027 Memorandum of Understanding between The City of Santa Fe Springs and The Santa Fe Springs Firefighters Association

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**SIDE LETTER #3 TO THE 2024-2027
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION**

UNIFORM ALLOWANCE

This document shall serve as Side Letter No. 3 modifying the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs (“City”) and the Santa Fe Springs Firefighters Association (“Association”), in the following manner:

Based on recommendations from CalPERS, the parties have agreed to the following modifications:

Uniform Allowance

Employees in positions or classifications required to wear uniforms during working hours shall receive a uniform allowance not to exceed the following per fiscal year:

- Environmental and Chief Officers Unit - \$1,675.00

Qty.	Uniform Type	Frequency
1	Class A Uniform	Time of hire, as needed (adjustments)
5	Shirts (Nomex)	Fiscal Year
3	Pants (Nomex)	Fiscal Year

- Fire Safety Unit - \$1,350.00

Qty.	Uniform Type	Frequency
1	Class A Uniform	Time of hire, as needed (adjustments)
3	Shirts (Nomex)	Fiscal Year
3	Pants (Nomex)	Fiscal Year

The allowance will cover the purchase and maintenance of required uniforms that are a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This not to exceed compensation will be reported to CalPERS at the end of each fiscal year in which the items are purchased. The uniform allowance is considered reportable to CalPERS for employees in classic retirement tiers but is not reported for Public Employees’ Pension Reform Act (PEPRA) members.

The not to exceed allowance may be reviewed at time of negotiations to address escalating costs.

This Side Letter Agreement is entered into this 16th day of September 2025.

William K. Rounds, Mayor
City of Santa Fe Springs

Michael Palacios, President
SFS Firefighters Association



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: **REVISE SENIOR DISCOUNT REQUIREMENTS FOR WATER UTILITY**

DATE: September 16, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Revise Senior Discount Requirements to all Heads of Household 65 years or older;
and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There are currently 179 residential customers that are eligible for a senior discount. If we assume 18 CCFs water consumption every 2 months, the maximum Senior Discount is (18 CCFs x \$3.25 per CCFs x 25%) \$14.63 per cycle or \$87.75 per year per household. This amounts to \$15,707 per year in aggregate.

US Census data estimates that there are 526 households headed by individuals 65 or older. If the Senior Discount were applied to all heads of household 65 or older, the total amount of subsidy would increase by \$30,449 to \$46,156 per year (18 CCFs x \$3.25 per CCFs x .25% x 526)

BACKGROUND

On July 26, 2003, the City Council approved establishing a senior discount equal to 15% for 1,800 cubic feet of water under Resolution No. 6875.

REVISE SENIOR DISCOUNT REQUIREMENTS FOR WATER UTILITY

Page 2 of 2

To be eligible:

- Primary residence
- Bill in name of applicant
- 60 years old
- Gross Annual Income must be less than 175% of Federal Poverty Guidelines

The Senior Discount was revised on May 20, 2020 (Resolution No. 9673) to increase from 15% to 25% for the first 900 centum cubic feet (CCF) per month of water used. The discount does not include the fixed meter charge.

Residents must go to the GVNC to verify eligibility. Staff at the GVNC has been utilizing Covered California income limits to verify eligibility for seniors age 65 and over. Therefore, we have not been following the actual language in the resolution, in practice. City staff recommends changing the Senior Discount requirements so they are easier to understand and faster/easier to verify (i.e., will no longer require annual verification).

DISCUSSION

It is recommended that City Council revise the Senior Discount to apply to all Heads of Households 65 years or older, which should be applied to water consumption only (i.e., not the fixed water charge). Verification can be done with a drivers license (to verify age) and a tax statement/mortgage or lease agreement to verify address and head of household.

SUMMARY/NEXT STEPS

The Water Utility Department will implement new Senior Discount requirements on the next water bill.

ATTACHMENT(S):

None

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐