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

TUESDAY, OCTOBER 7, 2025
AT 5:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER
René Bobadilla, P.E.

CITY ATTORNEY
Rick Olivarez

CITY STAFF

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

NOTICES

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

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

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

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

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

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

CALL TO ORDER

ROLL CALL

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

1. CLOSED SESSION
CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION: Two Matters
(Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1))

CLOSED SESSION REPORT

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

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

2. RECOGNITION OF 2025-2026 MISS SFS COURT (PARKS & RECREATION)

3. 20TH ANNIVERSARY OF ABIGAIL BARRAZA FOUNDATION AND PAINT THE TOWN PINK (PARKS & RECREATION)

4. SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA) RECOGNITION (POLICE SERVICES)

5. PROCLAMATION – FIRE PREVENTION WEEK (FIRE)

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 – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS – NONE

CONSENT CALENDAR

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

HOUSING SUCCESSOR

6. MINUTES OF THE SEPTEMBER 2, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

7. MINUTES OF THE SEPTEMBER 2, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

8. MINUTES OF THE SEPTEMBER 2, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

9. QUARTERLY UPDATE #2 – COMPREHENSIVE ZONING CODE UPDATE PROJECT (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

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

10. SECOND READING OF 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) Adopt 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

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

11. SECOND READING 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) Adopt 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

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

12. RESOLUTION NO. 9981, EXPRESSING SUPPORT FOR SANTA FE HIGH SCHOOL IN RETAINING THE “CHIEFS” MASCOT (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9981, expressing support for Santa Fe High School in retaining the “Chiefs” mascot; and

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

13. GATEWAY CITIES REGIONAL FIBER NETWORK PROJECT: RIGHT-OF-WAY USE AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Right-of-Way (ROW) Use Agreement between the City and the Gateway Cities Council of Governments for the installation, maintenance, and operation of the Gateway Cities Regional Fiber Optic Network in the City's rights-of-way; and

2) Authorize the City Manager or designee to sign and administer the Agreement, including approving final plans and any other actions in connection with the Agreement; and

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

14. ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR LANDSCAPE DESIGN AT ROSECRANS/MARQUARDT AVENUE GRADE SEPARATION PROJECT – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Award Task Order No. 9 to RMA International, Inc. of Huntington Beach, California in the amount of $111,470 for the Landscape Design at the Rosecrans/Marquardt Avenue Grade Separation Project and authorize the City Manager to execute the Task Order No. 9; and

2) Appropriate $111,470 from the Capital Improvement Reserve Fund to the Rosecrans/Marquardt Grade Separation Project Account No. PW180109; and

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

15. ON-CALL PROFESSIONAL ENGINEERING SERVICES – AWARD OF CONTRACTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Accept the proposals for on-call engineering services; and

2) Award a contract to each of the seventeen engineering consulting firms listed in the staff report for On-Call Professional Engineering Services for various capital improvement projects; and

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

16. AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to advertise a Request for Proposal (RFP) for Grant Research, Writing, and Management Services; and

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

17. APPROVE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND DAPEER ROSENBLIT & LITVAK, LLP, TO PROVIDE LEGAL SERVICES RELATED TO ENFORCEMENT OF THE SANTA FE SPRINGS MUNICIPAL CODE, INCLUDING CONSULTATION, PROSECUTION AND LITIGATION IN CRIMINAL, CIVIL AND ADMINISTRATIVE MATTERS (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Approve Professional Services Agreement between the City of Santa Fe Springs and Dapeer Rosenblit & Litvak, LLP to provide Legal Services related to enforcement of the Santa Fe Springs Municipal Code in an amount not-to-exceed $300,000 for a period of three (3) years; and

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

18. THE HO'OILINA FOUNDATION - HERITAGE OF ALOHA FESTIVAL FACILITY FEE WAIVER APPLICATION (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to approve a Tier II facility fee waiver in the amount of $15,525 for the use of Heritage Park by the Ho'Oilina Foundation, Inc for their annual Heritage of Aloha festival scheduled May 16 and 17, 2026, with the foundation responsible for staffing fees of $2,910 and all required permits or other departmental fees; and

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

19. CALIFORNIA STATE LIBRARY GRANT AWARD FOR THE SANTA FE SPRINGS CITY LIBRARY ZIP BOOKS PROJECT (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Accept the California State Library's Zip Books Grant Award in the amount of $2,448 for the Santa Fe Springs City Library; and

2) Authorize the Director of Community Services to execute the grant agreement; and

3) Approve the deposit of $2,448 in grant funds into the Library & Cultural Services Administration's State Grants/Subventions revenue account (No. 10105699-442000); and

4) Approve a corresponding increase of $2,448 in the Library & Cultural Services Administration's Books & Subscriptions expenditure account (No. 10105699-522000); and

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

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

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the FY 2025-26 award distribution of an additional $4,972.30, for a total of $71,883.75, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients; and

2) Authorize the allocation of an additional $1,883.75 to the Public Art & Art Education Program – Contribution/Art Education Grants account (No. 10511001-593000) for Fiscal Year 2025-26; and

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

21. CITY COMMUNITY GUIDE AND NEWSLETTER GRAPHIC DESIGN SERVICES REQUEST FOR PROPOSAL (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the issuance of a Request for Proposals (RFP) for professional graphic design services for the City's Community Guide and Newsletter; and

2) Authorize the City Manager to execute a three (3) year agreement, with the option to extend for two (2) additional one-year terms, with the selected vendor in a form approved by the City Attorney; and

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

22. AUTHORIZATION TO PURCHASE DEPARTMENT OF FIRE-RESCUE APPARATUS AND EQUIPMENT (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the purchase of Fire-Rescue apparatus and associated equipment for the Santa Fe Springs Department of Fire-Rescue; and

2) Authorize the City Manager, or designee, to execute all documents necessary to complete the purchase, including purchase agreements, vendor contracts, and related documentation; and

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

23. FIRST READING OF ORDINANCE NO. 1164 – AN ORDINANCE UPDATING THE 2025 EDITION OF THE CALIFORNIA FIRE CODE AND ADOPTION OF RESOLUTION NO. 9981, SETTING FORTH LOCAL CONDITIONS JUSTIFYING AMENDMENTS TO THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Introduce by title only and waive further reading of Ordinance No. 1164:

   AN ORDINANCE AMENDING SECTIONS 93.01, 93.03, 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, TO UPDATE REFERENCES TO, ADOPT, AND ENFORCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE; and

2) Adopt Resolution No. 9981; and

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

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

ADJOURNMENT

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

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

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

ITEM # 8

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando N. Muñoz, City Clerk

SUBJECT: **MINUTES OF THE SEPTEMBER 2, 2025 CITY COUNCIL MEETINGS**

DATE: October 7, 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 September 2, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. September 2, 2025 Regular Meeting Minutes

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

APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

September 2, 2025

CALL TO ORDER
Mayor Rounds called the meeting to order at 5:04 p.m.

ROLL CALL
Members present: Councilmembers/Directors: Mora (arrived at 5:13 p.m.), Martin, Rodriguez, Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rounds.

Members absent: None

PUBLIC COMMENTS ON CLOSED SESSION ITEMS
None

1. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATIORS
(Pursuant to Government Code Section 54956.8)
Property: 12131 Telegraph Road (Assessor Parcel No. 8005-012-031)
Agency Negotiator: René Bobadilla, City Manager
Negotiating Parties: AJUA
Under Negotiation: Price and Terms

Mayor Rounds recessed the meeting at 5:05 p.m.

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

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

INVOCATION
Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE
Councilmember Rodriguez led the pledge of allegiance.

INTRODUCTIONS
Mayor Rounds introduced the following members from the Chamber of Commerce:
1. John Wilson – SFS Chamber CEO

PRESENTATIONS

2. RECOGNITION OF BACK-TO-SCHOOL BACKPACK PROGRAM DONORS (COMMUNITY SERVICES)

3. SANTA FE SPRINGS BRAND REFRESH BY "WE THE CREATIVE" (COMMUNITY SERVICES)

4. WHITTIER POLICE DEPARTMENT DUI OFFICER RECOGNITION (POLICE SERVICES)

CHANGES TO AGENDA

None

PUBLIC COMMENTS

The following people spoke during Public Comments: Isabel Cervantes.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Parks and Rec, Gus Hernandez promoted the first community meeting for the Parks and Rec Master Plan. He also promoted Family Bingo Night on September 18, 2025.

PUBLIC HEARING - NONE

REGULAR BUSINESS – NONE

OLD 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.

5. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF COMMERCE, INDUSTRY, IRWINDALE, SANTA FE SPRINGS, AND VERNON (CITY MANAGER)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Memorandum of Understanding between the Cities of Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon to establish a multijurisdictional coalition for regional advocacy on industrial and commercial priorities; and

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

6. SIDE LETTER #2 (LONGEVITY PAY) 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 #2 (Longevity Pay) to the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association.

7. AUTHORIZATION TO PURCHASE TRAFFIC CONTROL BARRIERS AND SAFETY EQUIPMENT USING PROPOSITION C LOCAL RETURN FUNDS (PARKS AND RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the purchase of traffic control barriers and related safety equipment from Meridian Rapid Defense Group in the amount not to exceed $135,342.91; and

2) Authorize the Director of Parks and Recreation to issue a purchase order to Meridian Rapid Defense Group in an amount not-to-exceed $135,342.91; and

3) Approve the use of Proposition C Local Return funds, as approved by the Los Angeles County Metropolitan Transportation Authority (LA Metro), to finance this purchase; and

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

8. SECOND READING 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) Adopt 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.

9. TOWN CENTER HALL PAINTING AND FLOORING – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to Restoration Unlimited of Santa Fe Springs, California for $80,141 (Less 5% Retention); and

2) Approve the final contract amount with Restoration Unlimited in the amount of $150,941 including the aggregate change order amount of $62,941; and

3) Authorize the Director of Public Works to execute Contract Change Order Nos. 1 - 6 in an aggregate amount of $62,941; and

4) Appropriate $45,000 from Utility Users Tax (UUT) Fund to the Town Center Hall Painting and Flooring Project (Account No. PW250001); and

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

10. CITY HALL WEST WING OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Appropriate an additional $230,000 from the Utility Users Tax (UUT) Fund to the City Hall West Wing Office Renovation (PW250006); and

2) Authorize the City Manager to execute Contract Change Order Nos. 1-5 in the aggregate amount of $238,000 and Contract Change Order No. 6 in the amount of $230,000 with CTG Construction, Inc. (dba C.T. Georgiou Painting Co.), for additional work in an aggregate amount of $468,000; and

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

11. AUTHORIZE THE PURCHASE AND LEASING OF POLICE SERVICES VEHICLES (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing a purchase order to Villa Ford to purchase one (1) Ford F-550 and three (3) F-150s in the amount of $280,225.18; and

2) Authorize issuing a purchase order to Honda World Westminster to purchase one (1) Honda CR-V, one (1) Honda Accord and one (1) Honda Pilot in the amount of $126,744.83; and

3) Authorize issuing a purchase order to Bert’s Mega Mall Covina to purchase one (1) Polaris Ranger and one (1) Zieman trailer in the amount of $41, 203.04; and

4) Authorize issuing a purchase order to Irv Seaver BMW Orange to purchase one (1) BMW R1300RT-P Motorcycle an amount not-to-exceed $60,000; and

5) Authorize issuing a purchase order to Selman Chevrolet Co. to purchase two (2) Chevrolet Trax in the amount of $58,888.70; and

6) Authorize the City Manager to enter into a tax-exempt equipment lease or purchase vehicles in an amount not-to-exceed $240,000 to acquire eight (8) vehicles for the Volunteer Program; and

7) Authorize the City Manager to enter into an ongoing Professional Services Agreement with Gilmar Automotive Group, in a form that is acceptable to the City Attorney for fleet procurement services and issue a payment of $19,000 for broker fees for the acquisition of nineteen (19) vehicles and;

8) Authorize a contingency in the amount of $24,000 for any expenditures related to the leasing or purchasing of vehicles; and

9) Authorize a budget transfer from Bond Proceeds 1010-163020-Police Services to Equipment Acquisition and Replacement fund 10800000-573450 in the total amount of $831,061.75 for the above listed items; and

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

12. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR A CITY-WIDE SECURITY AND SURVEILLANCE CAMERA SYSTEM (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to advertise the Request for Proposals (RFP) for a new City-wide Security and Surveillance Camera System, in accordance with the proposed bid schedule; and

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

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve the consent calendar, by the following vote:

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

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora talked about the ribbon cutting event for Raising Cane's. Thanked all the new businesses who have recently joined the Chamber of Commerce.

Councilmember Martin talked about attending the Raising Cane's ribbon cutting event and also highlighted the Pooloza event for Relay for Life. She talked about the upcoming anniversary of the September 11, 2001 terrorist attacks.

Councilmember Rodriguez thanked the Chamber of Commerce for hosting the retreat and also highlighted the great Relay for Life events throughout the city. She highlighted remembering all the lives lost during the September 11, 2001 terrorist attacks.

Mayor Pro Tem Zamora highlighted the Art Walk event. He praised the law enforcement officers who serve the city and also spoke about attending the Raising Cane's ribbon cutting event. Lastly, he spoke about the upcoming anniversary of the September 11, 2001 terrorist attacks.

Mayor Rounds talked about how proud he is working alongside his peers, and thanked staff.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 6:48 p.m. in memory of Roberta Garcia.

_____
William K. Rounds
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
City Clerk

ITEM # 9

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Cuong Nguyen, Director of Community Development

SUBJECT: **QUARTERLY UPDATE #2 – COMPREHENSIVE ZONING CODE UPDATE PROJECT**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

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

FISCAL IMPACT

None. Project costs are covered under the City's contract with Lisa Wise Consulting, Inc. (LWC).

BACKGROUND

On November 12, 2024, the City Council authorized RFP 25-8 to initiate a comprehensive update to Chapter 155 (Zoning) of the Municipal Code. The goal is to create a streamlined, user-friendly code aligned with the General Plan and best practices in land use planning.

Following a competitive selection process, the Council awarded a two-year contract to LWC on March 18, 2025. Quarterly progress updates will be provided to the City Council through project completion in Spring 2027.

PROJECT GOALS
Key project goals include:

- Streamlining the development review process;
- Conducting inclusive and meaningful outreach; and
- Modernizing and simplifying the zoning code.

PROJECT STATUS

City staff posted the Assessment and Recommendations Memo (Memo) on the project website on September 18, 2025, in advance of Community Workshop #2. The Memo details LWC's evaluation of the effectiveness of the Zoning Code and other City guidelines, including an assessment of consistency with the General Plan and state/federal law.

RECENT OUTREACH ACTIVITIES

The Zoning Code Update team recently conducted Community Workshop #2 (described below). A full summary of the workshop will be prepared and posted on the project website at www.santafesprings.gov/zoningcodeupdate:

- **Community Workshop #2**
  September 24, 2025 – Gus Velasco Neighborhood Center, 3:00 p.m.
  Introduce the project, presented the consultant's findings and recommendations (discussed under "Project Status" above), and gather feedback from the community, especially from residents.

Also see Exhibits B and C for summaries of Community Workshop #1 and the stakeholder interviews conducted in June. Project flyers directing interested parties to the project website were distributed at various City events, including the National Night Out event, concerts in the park, and movies in the park. Flyers were also shared with the Heritage Arts Committee, Senior Advisory Committee, Family and Human Services Committee, and at Planning Commission and City Council meetings prior to Community Workshop #2. The City has also promoted the project through the project email list.

UPCOMING OUTREACH ACTIVITIES

The following engagement activity is planned:

- **Joint City Council and Planning Commission Study Session #1**
  Planned for November 2025
  Introduce the project, share outreach results, present consultant findings and recommendations, and gather feedback from the Planning Commission, City Council, and the community.

NEXT STEPS

Following additional community input, LWC will begin drafting the Zoning Code Update this winter. The Public Review Draft is anticipated to be available in the Summer of 2026. Planning Commission and Council feedback at the November study session will be critical to shaping this draft.

ENVIRONMENTAL

This update is not a project under CEQA (Section 15378(b)(5)) as it constitutes general administrative activity.

CONCLUSION

The Zoning Code Update is progressing on schedule. Community engagement and technical analysis are underway, and staff will continue providing quarterly updates throughout the project.

ATTACHMENT(S)

A. June 17, 2025 Quarterly Update Memo
B. Community Workshop #1 Summary
C. Stakeholder Interview Summary

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

MEMO

To: City Council, City of Santa Fe Springs

From: Lisa Wise Consulting, Inc. (LWC)

Date: June 17, 2025

Subject: City of Santa Fe Springs Comprehensive Zoning Code Update, Quarterly Update

---

OVERVIEW

This memo serves as the first of several quarterly updates to the City Council during the projected 2-year Comprehensive Zoning Code Update project (Spring 2025 to Spring 2027). On March 18, 2025, the City of Santa Fe Springs awarded the contract for its Comprehensive Zoning Code Update to Lisa Wise Consulting, Inc. (LWC), following a competitive RFP process initiated in November 2024.

The primary objective of this initiative is to replace Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code with a streamlined, modern, and user-friendly document that aligns with the City's recently adopted General Plan and incorporates best practices in planning and development regulation.

PROJECT KICK-OFF

The project officially launched on April 8, 2025, with a kick-off meeting between City staff and LWC (collectively the "Zoning Code Update team"). Key accomplishments of this meeting included:

- Finalization of a comprehensive project schedule and outreach strategy
- Agreement on core project goals:
  - *Streamline the Development Review Process* to reduce delays and improve efficiency
  - *Engage the Community in a Robust Outreach Process* to ensure public and stakeholder input shapes the code
  - *Modernize the Code to Make It More User-Friendly* and accessible for all users

Following the meeting, City staff led LWC on a guided tour of Santa Fe Springs. This visit helped the consultant team better understand the city's development patterns, built environment, and zoning challenges—providing valuable context for the work ahead.

OUTREACH

Initial outreach efforts are now underway. Key activities include:

- *Workshop #1 – Community Kick-Off*
  - Date: June 10, 2025
  - Location: Town Center Hall
  - Purpose: Introduce the project, gather community feedback on zoning priorities, and promote continued engagement

- *Stakeholder Interviews*
  - Dates: June 10–11, 2025 (in-person), with virtual sessions to follow later in June
  - Location: Community Development Department
  - Purpose: Conduct one-on-one conversations with a broad range of stakeholders to identify issues, concerns, and ideas for improvement

- *City Council Study Session #1*
  - Date: Late Summer 2025
  - Purpose: Share findings from early outreach and identify key zoning issues and opportunities for reform

These outreach efforts will inform the next phase of work and help ensure that the updated Code reflects the values and priorities of the Santa Fe Springs community.

UPCOMING KEY DELIVERABLES

The Zoning Code Update team is currently preparing the Assessment and Recommendations Memo, scheduled for delivery in Fall 2025. This foundational document will:

- Evaluate the City's existing Zoning Code and related planning documents (e.g., overlay zones, landscape and sign guidelines)
- Assess alignment with the General Plan and compliance with state and federal laws
- Identify areas of inconsistency, outdated standards, and opportunities for innovation

The memo will guide the drafting of new zoning regulations beginning in 2026.

Exhibits:

A. Project Timeline
B. Public Outreach Program

Comprehensive Zoning Code Update

Community Workshop #1 Summary

Introduction

On June 10, 2025, the City of Santa Fe Springs and Lisa Wise Consulting, Inc. (LWC) team hosted the first Community Workshop for the Comprehensive Zoning Code Update (Project). The Workshop was held in-person in the Social Hall at Santa Fe Springs Town Center Hall (11740 Telegraph Rd). The Workshop was noticed and advertised through multiple channels, including City flyers posted at various locations, City social media accounts, and email notification. A notice about the Workshop was also posted on the Project website (www.santafesprings.gov/zoningcodeupdate). Approximately 20 members of the public attended the Workshop.



Town Hall Center on June 10, 2025.

Attendance

City Staff

- Cuong Nguyen – Director of Community Development
- Vince Velasco – Senior Planner
- Esmeralda Elise – Executive Assistant
- Cynthia Alvarez – Administrative Intern

Lisa Wise Consulting, Inc. (LWC)

- Stefano Richichi – Senior Associate/Project Manager
- Jen Murillo, AICP – Director
- Abby Weizer – Associate

Presentation Overview

Cuong Nguyen, Director of Community Development, welcomed attendees to the Workshop and introduced the Project consultant team. Stefano Richichi, LWC Project Manager, then gave a PowerPoint presentation which included live polling through Mentimeter (see poll results below). The presentation covered the following topics:

- *Project Background and Overview* – Scope and purpose of the Zoning Code Update, including its role in implementing the 2040 General Plan, the Project's objectives, information about what a Zoning Code is and what it regulates, and the Project's timeline and key engagement efforts.

- *Next Steps* – Overview of upcoming deliverable milestones and upcoming outreach events.
- *Discussion* – Questions for the public to consider and provide feedback.

Director Nguyen closed the presentation, informing attendees that the City did not anticipate making changes to the Zoning Code's nonconforming chapter, which was amended based on the 2040 General Plan's nonconforming policies. After the presentation, Workshop attendees were invited to ask questions of and provide comments to the Zoning Code Update Project team. Comment cards and post-it notepads were also provided to solicit input. Sign-in sheets were distributed for participants to provide their email addresses to stay informed of the Project. See the section below for participant poll results provided during the presentation.

Poll Results

Throughout the presentation, attendees were invited to provide live feedback using the online polling platform Mentimeter, accessed via a QR code or link. Participants responded to one open-ended question and four multiple choice questions aimed at identifying their relationship with and gathering their perspective on life in Santa Fe Springs, what led them to attend the Workshop, their familiarity with the Zoning Code, and which topic attendees were most interested in. The prompts and results are shown below.

1. **Santa Fe Springs is…**

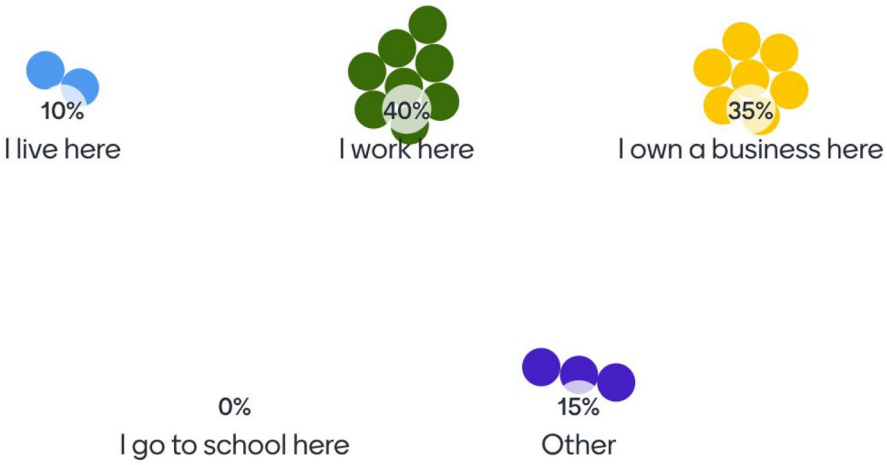
   Responses were displayed based on the frequency of the response (i.e., size corresponds to frequency).



   Responses included "business friendly", "an industrial city", and "a nice/great place".

2. **What is your relationship to Santa Fe Springs?**

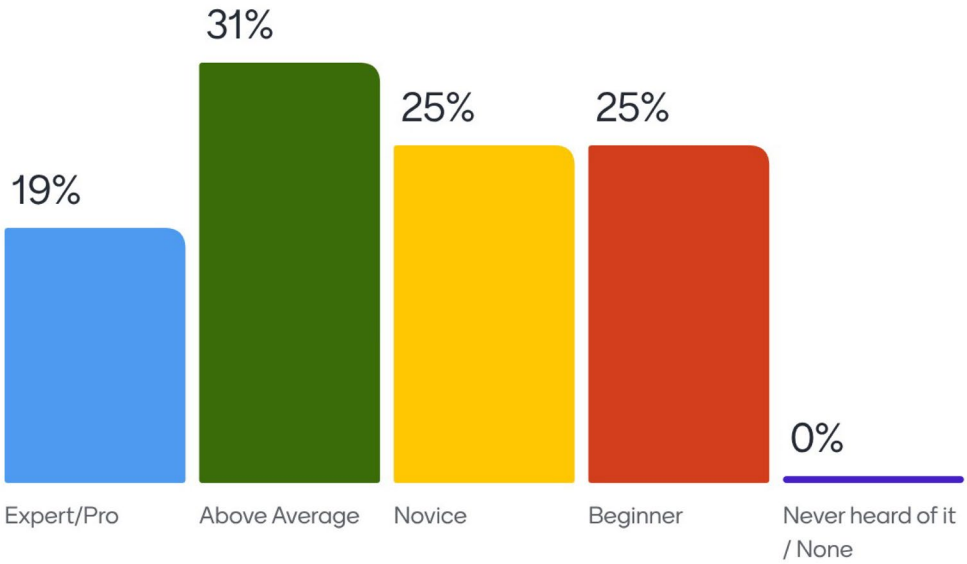
   Participants could select all that apply (i.e., multiple answers allowed).



   The most selected response was "I work here." Many participants also owned a business in the city; relatively few participants lived in the city.

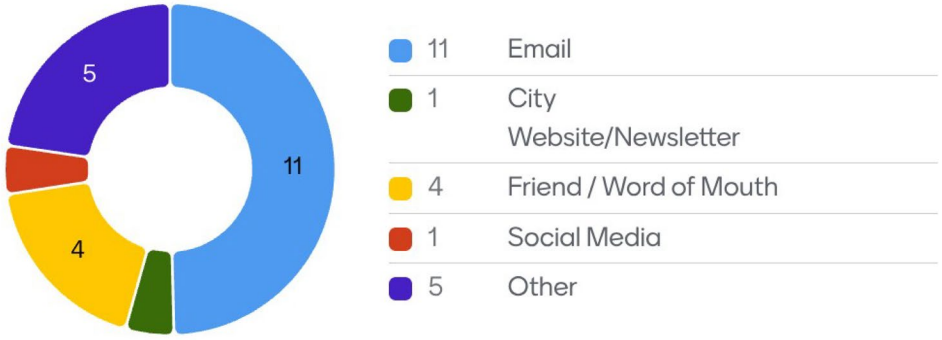
3. **How familiar are you with the Zoning Code?**

   Participants most frequently identified themselves as having above-average familiarity with the Zoning Code, but all participants had at least some knowledge of the Zoning Code. Some participants even considered themselves to have expert/pro knowledge of the Zoning Code.



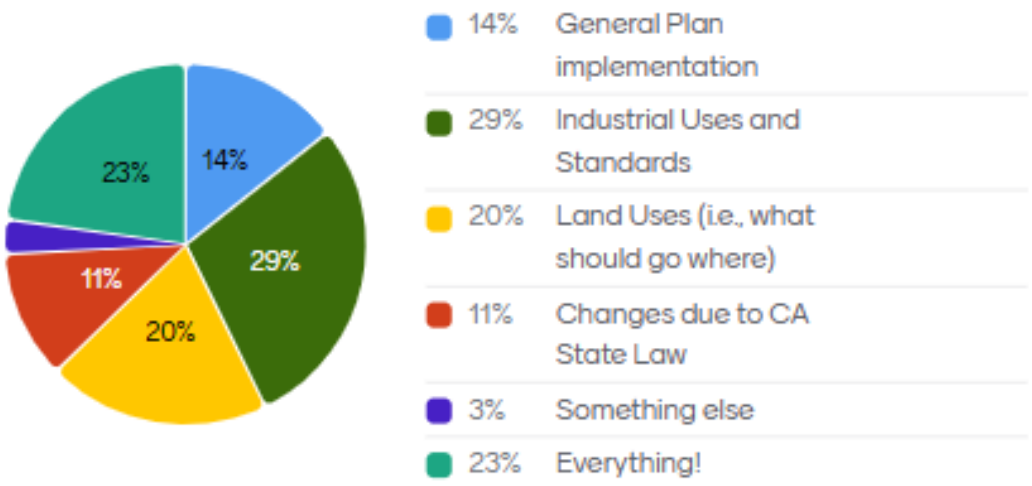
4. How did you hear about this Workshop?

The most common response was via email, although word of mouth and other means were prevalent as well.



5. What topic are you most interested in?

Participants identified themselves as most interested in industrial uses and standards in Santa Fe Springs, but interest was also expressed regarding land uses, General Plan implementation, changes due to California State law, and "everything".



Attendee Feedback and Questions

During the presentation, the following questions were supplied to attendees to prompt discussion:

1. What is effective in the current Code? What should not change?
2. What is not effective in the current Code? What should change?
3. Do the physical development standards (e.g., setbacks, height, densities) promote appropriate development?
4. Are the use regulations (i.e., what goes where) effective in keeping out undesirable uses, but also letting in desired ones?
5. How well do the administrative procedures work (e.g., are there decisions that require a Planning Commission hearing that could be made at the Staff level)?
6. Other thoughts and observations for the Zoning Code Update?

Attendee feedback from discussions and written comments are summarized into four key categories that reflect attendees' priorities, experiences, and perspectives. Key takeaways and recurring ideas from attendees are summarized and organized in the four categories listed below.

Industrial Development Standards

Attendees expressed that regulations for industrial developments need to be updated. Attendees also expressed that the Zoning Code should strive to better match industry-standard development regulations.

Use Regulations

Attendees expressed that land uses in the Zoning Code are often too narrow and inflexible to accommodate modern development. Industrial land uses were especially noted. Attendees noted a struggle between certainty and flexibility. Allowed uses should be better defined, and the intent of each use should be made clear. Modern uses should be added to the Zoning Code.

Zoning Code Update's Relationship to City Policy and Plans

General Plan

Attendees asked questions about the difference between the General Plan and the Zoning Code and how the Zoning Code implements the General Plan. Some asked if the Zoning Code Update would change any of the development standards (e.g., density, FAR, height) set forth in the General Plan.

Downtown Specific Plan

Several attendees asked about the relationship between the Zoning Code and the anticipated Downtown Specific Plan, and if the Zoning Code Update Project was reliant on the drafting and adoption of the

Downtown Specific Plan. Attendees expressed concern over the feasibility and viability of the anticipated Downtown Specific Plan (e.g., resident desire, lack of redevelopment and new land, financial feasibility).

Project Outreach

Several attendees noted that more community and resident awareness of the Zoning Code Update Project is needed. Social media alone is not enough to reach all Santa Fe Springs residents or notify them of upcoming meetings.







Photos from the Workshop on June 10, 2025.

City of Santa Fe Springs
Zoning Code Update

Public Outreach Program Memo

May 2025

Prepared for:

City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Prepared by:

Lisa Wise Consulting, Inc.
939 South Broadway, Suite 611
Los Angeles, CA 90015

Table of Contents

Introduction **2**

Overview of Outreach Activities **2**

General Responsibilities **4**

City…….. 4

LWC…….. 4

Outreach Events **5**

Stakeholder Interviews 5

Public Workshops 5

Joint Planning Commission/City Council Meetings 6

City Council Study Sessions 6

Quarterly Updates with City Council 7

Adoption Hearings 7

Outreach Tools **8**

Website Content 8

Social Media 8

Press Releases/Newsletters 8

Digital Billboards 9

Flyers…….. 9

Online Survey 9

Branding **10**

Introduction

Effective public outreach in any planning process promotes awareness and understanding, creates confidence in the given project, and ensures community interests and needs are appropriately addressed in the planning products. An interactive relationship among City staff, decision-makers, interested parties, the community, and Lisa Wise Consulting, Inc. (LWC) helps lead to overall project success.

The Public Outreach Program describes public outreach events and tools that are anticipated to be used during the Zoning Code Update process. It also provides the opportunity for the City and LWC to collaborate and strategize on public engagement.

The strategy described here is intended to engage a variety of community stakeholders, including decision makers, members of the public, and City staff. As such, both traditional forms of outreach (e.g., print media) and electronic methods (via social media and other similar forums) are included. At a minimum, public outreach events will be noticed consistent with City requirements and protocol.

Overview of Outreach Activities

The Public Outreach Program incorporates a combination of techniques to gather input and engage and inform the community as effectively as possible. Key activities/outreach events of the Public Outreach Program include:

- Public Workshops (4)
- Stakeholder Interviews (up to 15)
- City Council Study Sessions (2)
- Joint Planning Commission/City Council Meetings (2)
- Quarterly Updates with City Council (8)
- Adoption Hearings (1 with Planning Commission and 1 with City Council)

The following table lists public meetings, the purpose, the corresponding scope of work task, and respective timing:

Scope of Work Task	Meeting	Topic/Purpose	Proposed Date
A.6	Public Workshop #1	Project Kickoff and Goals	Spring 2025
A.10	Stakeholder Interviews	To solicit key stakeholder input early	Spring 2025
A.7	City Council Study Session #1	Project Kickoff and Goals	Summer 2025
A.6	Public Workshop #2	Assessment and Recommendations	Fall 2025
A.7	Joint Planning Commission (PC)/City Council (CC) Meeting #1	Assessment and Recommendations	Fall 2025
A.6	Public Workshop #3	Policy Issues (Topics to be Discussed with Staff)	Spring 2026
A.6	Public Workshop #4	Public Draft Zoning Code Release	Summer 2026
A.7	Joint PC/CC Meeting #2	Public Draft Zoning Code Release	Summer 2026
A.7	CC Study Session #2	Anticipated Key Revisions for Public Hearing Draft	Fall 2026

Scope of Work Task	Meeting	Topic/Purpose	Proposed Date
A.7	Quarterly Updates to City Council	To maintain close communication with City Council (individual quarterly meeting topics TBD)	Q2 2025 to Q1 2027*
E.7	PC Public Hearing	Recommend Adoption	Late Winter/Early Spring 2027
E.7	CC Public Hearing	Adoption	Spring 2027
*Note: See the section titled “Quarterly Updates with City Council” for information regarding proposed quarterly update dates.			

General Responsibilities

City

The City will be responsible for coordinating, scheduling, noticing, and securing physical venues for all outreach events (workshops, study sessions, public hearings, and other outreach activities). The City is also generally responsible for preparing staff reports; distributing digital or physical flyers, handouts, event notices, printing workshop materials (e.g., posters, maps, etc.); posting digital content to City website and/or social media accounts; preparing and disseminating press releases; tracking lead times for press releases, e-newsletters, and social media posts; and posting content to digital billboards and providing refreshments (as appropriate). The City will also be responsible for providing and managing online videoconferencing platforms (e.g., Zoom, etc.) for all virtual quarterly meetings with City Council. All public email correspondence and website inquiries concerning the Zoning Code Update shall be directed to City staff, as the main point of contact. The City is also responsible for providing any translation and interpretation services, as needed. More specific City responsibilities are otherwise described in the corresponding section for each outreach event or tool.

LWC

LWC will be responsible for communicating directly with City staff throughout the project; facilitating discussion and feedback during outreach events; preparing draft and final presentations for public meetings and hearings; providing public-facing summaries of public outreach events such as workshops and study sessions; and conducting stakeholder interviews. LWC will also be responsible for the creation of agendas, presentations, and material for outreach events (e.g., posters, handouts, or flyers), material for the project webpage on the City's website, and content for the City's social media platforms in collaboration with City staff (e.g., indirectly with the Creative Media & Communications Divisions by way of the Community Development Department). More specific LWC responsibilities are otherwise described in the corresponding section for each outreach event or tool.

Outreach Events



Stakeholder Interviews

Format: Mixed (both in-person and virtual, by Zoom Meeting or phone call)

Purpose and Objectives: The Stakeholder interviews are intended to give LWC and the City greater insight into the highest priority considerations for the Zoning Code Update from the perspective of various stakeholders. This enables the City and LWC to better understand local challenges and opportunities that may not be effectively gathered in a larger group setting. The interviews also serve to raise awareness of the project and build trust for the process.

Approach: LWC will facilitate 30-minute, individual or small-group interviews of residents, property owners, neighborhood advocacy groups, community business groups, architecture and engineering professionals, for-profit and non-profit developers, and other appropriate stakeholders. City staff will identify potential interview participants and schedule the interviews, including sending the invites. LWC will coordinate with City on the scheduling of the interviews and setting up the Zoom/conference meeting link.

LWC will provide discussion questions to the City for review prior to the interviews. Questions will be open-ended, allowing respondents to drive the discussion, and focused on identifying key issues, opportunities, and constraints related to the Zoning Code. Based on City staff's feedback, LWC will finalize the stakeholder interview questions.

Confidentiality will be observed as it builds trust, protects stakeholders from real or perceived harm, and assures more accurate interview responses. Results from the interviews will be reported in aggregate form where no comment or comments can be attributed to any individual. Additionally, no personally identifiable information on stakeholders will be released in memos, reports, PowerPoint presentations, or other formats. Findings will be integrated into the Assessment and Recommendations Memo in Task B.7.

Timing: LWC proposes that some in-person stakeholder interviews be conducted on the same date as the first workshop (Spring 2025), with additional virtual interviews trailing the same week, as needed.



Public Workshops

Format: In-person

Purpose and Objectives: LWC will conduct four in-person public workshops to provide opportunities for public involvement before and during the preparation of the Zoning Code. The workshops are intended to reach a community-wide audience in a workshop setting where LWC presents and receives feedback.

Approach: LWC will conduct the first workshop as a public kick off of the project and discuss project goals, followed by a workshop to discuss LWC's assessment of and recommendations for the Zoning Code. During the third workshop, LWC will seek feedback on focused policy topics, whereas the last workshop will discuss the Public Review Draft Zoning Code. One of the workshops may be held as a joint workshop for the Zoning Code Update and Downtown Specific Plan (DTSP); this will be coordinated with City staff and with the consultants for the DTSP as appropriate.

LWC will prepare a PowerPoint presentation for each workshop, which will be followed by a collaborative discussion among workshop participants, LWC, and City staff. Workshops may be held in an open-house format, which would include interactive stations for participants in lieu of a PowerPoint presentation. City staff and LWC will be engaged primarily to answer questions and facilitate discussion; otherwise emphasis will be on listening to and documenting the discussion.

Timing: Workshops are anticipated to be held as follows:

Workshop	Timeframe	Topics
Workshop #1	Spring 2025	Project Kickoff and Goals
Workshop #2	Fall 2025	Assessment and Recommendations
Workshop #3	Spring 2026	Policy Issues (Topics to be discussed with staff)
Workshop #4	Summer 2026	Public Draft Zoning Code



Joint Planning Commission/City Council Meetings

Format: In-person

Purpose and Objective: Joint Planning Commission/City Council meetings provide a forum for a City's planning agency and legislative body to be involved in the development of the Zoning Code Update prior to adoption hearings, and for each body to hear the concerns of the other members in live time. They also provide an additional meeting format for the public to be informed of the project and provide input.

Approach: LWC will conduct two joint Planning Commission/City Council study sessions. Potential topics are included under Timing, below. LWC remains flexible on focused topics for these meetings as most appropriate to support the adoption of the final Zoning Code. LWC will present and answer questions at each meeting.

Timing: Joint Commission/Council meetings are anticipated to be held as follows:

Study Session	Timeframe	Topics
Joint #1	Fall 2025	Assessment and Recommendations
Joint #2	Summer 2026	Public Review Draft Zoning Code



City Council Study Sessions

Format: In-person

Purpose and Objective: Study sessions provide opportunities for decision-makers to be involved in the development of the Zoning Code Update prior to adoption hearings. They also provide an additional meeting format for the public to be informed of the project and provide input.

Approach: LWC will conduct two City Council study sessions. Potential topics are included under Timing, below. LWC remains flexible on focused topics for these study sessions as most appropriate to support the adoption of the final Zoning Code. LWC will present and answer questions at each study session.

Timing: City Council study sessions are anticipated to be held as follows:

Study Session	Timeframe	Topics
City Council #1	Summer 2025	Project Kickoff and Goals
City Council #2	Fall 2026	Anticipated Key Revisions for Public Hearing Draft



Quarterly Updates with City Council

Format: In-person (City staff)

Purpose and Objective: Quarterly updates with City Council promote close communication to ensure that City Council is informed and involved in the project early and often, so that the draft and final Zoning Code reflect the Council's priorities and goals. Updates to Council also inform the community as to the project status.

Approach: Eight quarterly informational updates will be provided to City Council to discuss project progress and key code sections as appropriate. LWC will prepare a one-page memo to update the City Council and assumes that City staff will incorporate the memo into any necessary staff reports and present the update to City Council. LWC may view the update live (no interactive virtual attendance is available) and be available to follow up and answer questions with City staff.

Timing: Quarterly (from Q2 2025 to Q1 2027). Tentative dates are proposed as follows:

- Update #1: June 17, 2025
- Update #2: September 2, 2025
- Update #3: December 2, 2025
- Update #4: March 17, 2026
- Update #5: June 16, 2026
- Update #6: September 15, 2026
- Update #7: December 1, 2026
- Update #8: February 16, 2027



Adoption Hearings

Format: In-person

Purpose and Objective: The purpose of the adoption hearings is to solicit final feedback from the community and City officials, to seek the Planning Commission's recommendation, and for the City Council to adopt the Zoning Code Update.

Approach: LWC will prepare PowerPoint presentations for the adoption hearings and respond to questions. LWC's presentations will focus on the key proposed improvements and changes to the Zoning Code, clarifying how existing standards and procedures would be altered, and the rational supporting the amendments. LWC will support City staff in the preparation of staff reports and the resolution and ordinance.

Timing:

- *Planning Commission:* Late Winter/Early Spring 2027
- *City Council:* Spring 2027

Outreach Tools



Website Content

Purpose and Objective: The City's webpage/website will serve as the primary resource for the community to access information and learn about the Zoning Code Update and opportunities to participate.

Approach: The City will create and manage a project webpage on the City website, or a separate project website, to inform the community about the project. The website will enable interested parties to sign up for notifications on upcoming events and provide a project schedule and public draft and final deliverables. LWC will create website materials (e.g., simplified project timeline, project updates, meeting summaries, and photos/graphics) for posting on the City's website.

Timing: The webpage should be available prior to the first outreach event/activity. LWC will submit materials for posting on the website as project deliverables are approved and as project meetings occur.



Social Media

Purpose and Objective: Social media will serve as an additional channel for promoting public engagement events and notifying the public when material is available for review. The intent is to reach a wider audience and increase participation in the development of the Zoning Code Update.

Approach: City managed social media accounts (e.g., Instagram, Facebook, NextDoor, YouTube, etc.) will be used for social media postings. The City's Public Information Officer will control all postings and social media activity on the City's accounts.

Timing: Social media posts will be used throughout the project but will primarily be used to promote public engagement events (when scheduled and a reminder ahead of the event) and to provide notification when materials are available for public review. The City's social media team prefers six weeks' advance notice for all social media posts.



Press Releases/Newsletters

Purpose and Objective: Press releases/newsletters serve as an additional method for communicating information about key events or milestones during the project. The intent is to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: Press releases/newsletters are issued according to standard City protocol (e.g., e-newsletters via Constant Contact) through the City's Public Information Officer.

Timing: Press releases/newsletters will be used throughout the project but will primarily be used to notify the community about key events or project milestones. Press releases/newsletters require advanced lead time prior to circulation.



Digital Billboards

Purpose and Objective: Digital billboards serve as an additional method for communicating information about key events or milestones during the project. The intent is to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: The City has the ability to post project or meeting advertisements on digital billboards along the I-5 Freeway. Specifically, the City is allotted approximately 4-6 one-week posts per year for each billboard, although the City would like to be conservative in its use of digital billboard advertising for the Zoning Code Update since the City may need to use the billboards for other efforts.

Timing: The City may exercise its ability to post on digital billboards for the Zoning Code Update project, but this will be determined in consultation between City staff and LWC.



Flyers

Purpose and Objective: Flyers can reach residents that may not be otherwise informed of community workshops or other public meetings. The purpose of these would be to reach a wider audience and increase participation in the development of the updated Zoning Code.

Approach: Flyers can be posted at physical locations that may better reach certain community members. Some typical flyer posting locations are grocery stores, transit stations or bus stops, community bulletin boards, and the library. Flyers can also be posted at City Hall and handed out at special events.

Timing: Flyers can be used throughout the process to advertise the project website and community workshops.



Online Survey

Purpose and Objectives: Surveys aim to collect feedback on the community's interest in and familiarity with the 2040 General Plan and Zoning Code; community perspectives on key issues; and insight on how community members use or reference development regulations in the Zoning Code.

Approach: Although not currently in LWC's project scope, and depending on the success of other outreach events, the City and LWC may consider development of an online survey in lieu of a workshop or other outreach to gather community priorities, concerns, perspectives, and feedback on topics related to the Zoning Code Update. Questions may include a mix of multiple-choice, rating scale, and one open-ended question (e.g., "Do you have anything else to add?"), with no more than 10-15 questions total.

Additionally, the survey would include demographic questions to understand the profile of the respondents. The City will provide a summary of responses from the survey for posting on the project website.

Confidentiality will be assured to respondents that the survey results will only be reported in aggregate format, with no individual or IP address identifiable information included in internal or external reports or communication.

Timing: To be discussed with City staff depending on the success of other outreach events.

Branding

Proposed project branding is included as a separate attachment.



Open Sans (Semibold)
Open Sans (Bold)

#231F20 #ffb000

ITEM # 10

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **SECOND READING OF 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: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt 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

2) 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.
- 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.

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 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

At its September 16, 2025, City Council meeting, the City Council determined that the adoption of Ordinance No. 1162 was exempt from CEQA.

SUMMARY

Ordinance No. 1162 will be effective 30 days after its adoption.

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

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

ATTEST:

_____

Fernando 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 Muñoz, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Urgency Ordinance was adopted at a regular meeting of the City Council held on the 7th day of October 2025, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Fernando Muñoz, City Clerk

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

Exhibit A – Zoning Code Amendment
Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the 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.~~383~~003 shall be prohibited

(3) *Static billboards*. Any off-site advertisement meeting the definition of “Billboard, Static” as defined in § 155.~~383~~003 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.

(l) 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 b~~ 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~~W~~ithin 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.

(l) *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 b~~ 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 billboard~~s~~ 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.

ITEM # 11

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: **SECOND READING 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: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt 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

2) 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 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.

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

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

ATTACHMENT A

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

DRAFT

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.

~~(C)~~(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 ~~c~~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 ~~c~~City having supervision in or over such ~~public~~City parks or public facilities, or owned by or in the lawful service of such ~~c~~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 ~~c~~City therein, or to any employee of the ~~c~~City while such employee is actually engaged in the performance of his or her work for such C~~c~~ity 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 ~~c~~City.

~~(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 ~~c~~City.

~~(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, ~~S~~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 dany 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~~Interfere 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 ~~c~~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 ~~public~~City 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 7th day of October 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 7th day of October 2025 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Fernando N. Muñoz, City Clerk

ITEM # 12

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **RESOLUTION NO. 9981, EXPRESSING SUPPORT FOR SANTA FE HIGH SCHOOL IN RETAINING THE "CHIEFS" MASCOT**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Resolution No. 9981, expressing support for Santa Fe High School in retaining the "Chiefs" mascot; and

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

FISCAL IMPACT

N/A

BACKGROUND

Santa Fe High School, part of the Whittier Union High School District, opened in 1954 and currently serves approximately 3,000 students. Since its founding, the school has identified as the "Chiefs", a mascot that has become deeply ingrained in community tradition and school spirit for over 70 years.

ANALYSIS

The "Chiefs" mascot has served as a unifying emblem for Santa Fe High School and the Santa Fe Springs community since the school's founding in 1954. Over the past 70 years, it has become a source of deep pride and identity, representing the school's values of leadership, courage, and commitment.

While the title “Chief” has historic ties to Native American culture, it is also widely used in numerous leadership contexts—such as fire chief, police chief, and chief executive—and does not reference any specific tribe. The mascot, as used by Santa Fe High School, honors the universal qualities of leadership and responsibility.

The community’s strong and continued support for the “Chiefs” name demonstrates its positive significance and historical importance. Affirming the City’s support through an adopted resolution reflects the shared pride between the school and the City and acknowledges the mascot’s lasting role in shaping school culture and community identity.

ENVIRONMENTAL

N/A

DISCUSSION

Generations of students, alumni, and residents strongly support preserving this legacy, viewing it as a unifying emblem of the school’s and city’s values. Adopting this Resolution affirms the City’s recognition of the mascot’s positive role in the cultural and educational fabric of Santa Fe Springs.

SUMMARY/NEXT STEPS

Upon approval, the resolution will be filed with Santa Fe High School and the Whittier Union High School District.

ATTACHMENT(S):

A. Resolution No. 9981

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

APPROVED:
ITEM NO.:

RESOLUTION NO. 9981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS EXPRESSING SUPPORT FOR SANTA FE HIGH SCHOOL IN RETAINING THE "CHIEFS" MASCOT

WHEREAS, Santa Fe High School, located in the City of Santa Fe Springs, was established in 1954 and currently serves approximately 3,000 students; and

WHEREAS, since its founding, Santa Fe High School has proudly carried the "Chiefs" as its mascot, representing a strong tradition of excellence, unity, and school pride for more than 70 years; and

WHEREAS, the "Chiefs" mascot has become a symbol of community identity, inspiration, and spirit, fostering connection among generations of students, alumni, families, and residents of Santa Fe Springs; and

WHEREAS, the City of Santa Fe Springs acknowledges and respects the intent of Assembly Bill 3074 (AB 3074), which restricts the use of names, mascots, or imagery associated with individual Native American tribes or depictions that are discriminatory or disrespectful, and affirms that the mascot at Santa Fe High School is not associated with any specific tribe and does not incorporate imagery or references prohibited under the law; and

WHEREAS, Section (e) of AB 3074 provides that these restrictions shall not apply to a public school that receives written consent from a local federally recognized tribe to use a Native American term for a school or athletic team name, mascot, or nickname; and

WHEREAS, the City of Santa Fe Springs is committed to engaging with local tribal partners to ensure that Santa Fe High School's mascot continues to reflect values of respect, leadership, and unity, and to pursue formal consultation or written consent as appropriate under AB 3074; and

WHEREAS, the Santa Fe High School "Chiefs" mascot honors these broader leadership qualities—strength, courage, responsibility, and service—that are deeply valued by both the school and the community; and

WHEREAS, the Chiefs legacy is deeply woven into the cultural and educational fabric of Santa Fe Springs, earning the support of students, parents, alumni, educators, and community members who take pride in its history and symbolism; and

WHEREAS, the City of Santa Fe Springs recognizes the unique and historic role of Santa Fe High School within the community, and the "Chiefs" mascot as an enduring tradition that reflects the values of leadership and resilience shared by the City;

WHEREAS, the title of "Chief" is universally recognized as a designation of leadership, authority, and respect. While historically associated with Native American tribal leaders, the title "Chief" is also widely and commonly used in many other contexts, including fire chiefs, police chiefs, and chief executives, and therefore extends far beyond any single cultural or tribal reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs hereby expresses its strong support for Santa Fe High School in retaining the "Chiefs" mascot as a proud and honored tradition in the community.

APPROVED and ADOPTED this **7th** day of **October**, **2025** by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____
Fernando N. Muñoz, City Clerk

ITEM # 13

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **GATEWAY CITIES REGIONAL FIBER NETWORK PROJECT: RIGHT-OF-WAY USE AGREEMENT WITH THE GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the Right-of-Way (ROW) Use Agreement between the City and the Gateway Cities Council of Governments for the installation, maintenance, and operation of the Gateway Cities Regional Fiber Optic Network in the City's rights-of-way; and

2) Authorize the City Manager or designee to sign and administer the Agreement, including approving final plans and any other actions in connection with the Agreement; and

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

FISCAL IMPACT

The recommended agreement requires no financial contribution from the city. Therefore, the cost to the city for participation in the subject project is limited to staff time required to coordinate with the GCCOG and its contractors during the design and construction of the project. The cost of the staff time required for this coordination is not expected to exceed $30,000.

Additionally, the agreement will grant the City the right to use two (2) strands of dark fiber for municipal purposes at no cost to the city. This includes maintenance of the stands by the GCCOG at no cost to the city for the useful life of the asset. Although a capital

investment by the city will be required for the ancillary equipment required to make use of the fiber optic strands, the two strands in the backbone system have a significant value and provide free internet access that open the door to a variety of municipal uses and, potentially, revenue generating opportunities for the city.

BACKGROUND

The GCCOG pursued a $46.1 million grant from the California Public Utilities Commission (CPUC) and entered into a Joint Build Agreement with the California Department of Technology (CDT) to design and construct the Gateway Cities Regional Fiber Optic Network (Network) at a total cost of $103 million. The purpose of the Network is to further digital equity and expand connectivity, competition, affordability, and internet access in the Gateway region.

Private companies have traditionally been responsible for deploying the infrastructure required to provide Internet access to communities. Unfortunately, they have not consistently invested in the infrastructure to deliver high-speed broadband via a fiber network. To satisfy this unserved need, local governments have actively analyzed the benefit of investing in fiber network infrastructure to facilitate broadband service.

One of the benefits of investing in broadband infrastructure is closing the digital divide and enhancing economic development by supplying high-speed internet access to residents and businesses. Additionally, businesses that require extensive bandwidths for conducting business are able to capitalize on the community's infrastructure investment. As a part of its membership in the GCCOG, the city has engaged in the development of the Network, which is being designed to deliver high-speed broadband to the city halls of participating cities and create an opportunity for greater broadband connectivity for residents and businesses in those cities.

ANALYSIS

The attached Right-of-Way Use Agreement between the City and the GCCOG will allow the city to utilize the Network in exchange for granting the GCCOG access to and encroachment of the City's rights-of-way in perpetuity for the purpose of installing, operating, and maintaining the Network. Exhibit A to the Agreement shows the current network design within the boundary of the city, and Exhibit B shows the entire Network alignment.

The Agreement will grant the City the right to use two (2) strands of dark fiber for municipal purposes (City Strands). The CGCOG will maintain the City Strands for the useful life of the asset. However, the City will be responsible for any required electronics, connections, improvements and equipment required to utilize the City Strands. The City will not have the right to transfer or assign the use of the City Strands.

ENVIRONMENTAL

The GCCOG as the Lead Agency for the project has determined that the project is categorically exempt from CEQA pursuant to Public Resources Code § 21080.51 and CEQA Guidelines Sections 15301, 15302, 15303, and 15304 because the project consists of linear broadband deployment in a right-of-way by a public entity and meets the requirements of subsection (a) of Public Resources Code § 20180.51. Construction of the project will occur within existing trenches and/or previously disturbed areas and requires minor trenching and backfilling. Installation will take place within city rights-of-way which are currently occupied with existing utilities, including fiber network lines with no expected expansion of physical footprint. The Network consists of underground and aerial fiber infrastructure with small structures buried underground. Any above-ground fibers will be placed on existing utility poles.

DISCUSSION

The Network is designed to construct 885,444 feet of new fiber optic backbone cable throughout the Gateway region and interconnect with sections of the Statewide Middle Mile Backbone Network (MMBN). Additionally, the Network is designed to deliver quality scalable broadband to 4,254 unserved locations, as determined by CPUC standards.

The current design includes 489,046 feet of underground fiber and 184,402 feet of aerial fiber, and upsizing of existing fiber plant. It will also utilize existing partner fiber network. The underground routes for the fiber will be placed within existing rights-of-way while all aerial routes will be attached to pre-existing poles. The fiber routes will ensure redundancy and future capacity with construction of new and existing conduit within previously disturbed rights-of-way with a 288-strand fiber cable.

The Network design as depicted in Exhibits A and B of the Agreement may change due to factors unforeseen before and even during construction, which is common for a project of this magnitude. The GCCOG will work with City staff throughout the construction of the Network within the City's boundaries and will provide the City as-built maps within sixty (60) days of completion of construction and final inspections.

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, staff will execute the agreement and continue to coordinate with GCCOG on the delivery of the project.

ATTACHMENTS:

A. Right-of-Way Use Agreement

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

RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK

This Right-of-Way Use Agreement ("Agreement") is made by and between the City of Santa Fe Springs ("City") and the Gateway Cities Council of Governments ("GCCOG"). City and GCCOG are each a "Party" and collectively known as the "Parties."

RECITALS

A. GCCOG has entered into a Joint Build Agreement with the California Department of Technology ("CDT") and has been awarded a grant by the California Public Utilities Commission ("CPUC") to design and construct the Gateway Cities Regional Fiber Optic Network ("GCRFON"), for the purpose of furthering digital equity and expanding connectivity, competition, affordability, and access for its participating member cities.

B. City desires to participate in the GCRFON project and grant GCCOG the right to use certain portions of its public rights-of-way ("ROW") for the purpose of installing, maintaining, and operating the GCRFON, as more fully set forth herein.

C. The City Council determines that participating in the GCRFON project serves the public interest, is beneficial for the broadband connectivity of City facilities, and creates an opportunity for greater broadband connectivity for its residents and businesses.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the Parties agree as follows:

1. GCCOG AUTHORIZATION TO ENCROACH UPON CITY PUBLIC RIGHTS-OF-WAY

A. Authorization. City hereby grants GCCOG a license to encroach under, on, and along its ROW for the purpose of the installation, maintenance, and operation of the GCRFON upon various portions of City ROW, as more specifically depicted in Exhibit A attached hereto and incorporated herein, as may be modified or changed in the final design. GCCOG shall not be required to pay any fees or to obtain any other license or permit from City for the purpose of installing, maintaining, and/or operating the GCRFON.

B. Term. This license is granted in perpetuity.

C. City's Use of the GCRFON. City shall have the right to utilize two (2) strands of dark fiber, for non-commercial purposes, along the path preliminarily identified in Exhibit B attached hereto and incorporated herein, as may be modified or changed in the final design ("City Strands"). No rent or license fee shall be payable to GCCOG from City for City's use of the City Strands. GCCOG, at no cost to City, shall maintain the City Strands for the useful life of the asset, and City shall provide at City's cost, all electronics,

connections, and other improvements and equipment needed to utilize the City Strands. City shall not have the right to transfer or assign the use of the City Strands.

2. GCCOG'S RESPONSIBILITIES

A. Construction. GCCOG shall communicate and coordinate with City staff regarding the design and construction of the GCRFON. GCCOG shall provide to City staff completed engineering plans, traffic control plans, dates and schedules for construction activities, and other construction details as may arise. GCCOG shall provide City with as-built maps within sixty (60) days of completion of construction and final inspections.

B. Damage to Property. GCCOG shall assume all responsibility for all damage to property (including the GCRFON) that may arise from or be caused by GCCOG's performance under this Agreement or by the performance of any other party which GCCOG directly or indirectly employs to perform under this Agreement. Any damage to any property or public right-of-way resulting from the installation, maintenance, and operation of the GCRFON by GCCOG shall be caused to be repaired by GCCOG at no expense to City and to the reasonable satisfaction of City.

C. Relocation. GCCOG shall remove or relocate, at City's cost and/or expense, the GCRFON, or any part of it, if and when made necessary by either the installation, abandonment, change of grade, alignment or width of any street, sidewalk or other public facility or the construction, maintenance or operation of any City or other public agency underground or aboveground facilities (including, by way of example and not limitation, any sewer, storm drain, conduits, gas, water, electric or other utility systems or pipes), provided that City or other public agency is acting in its governmental capacity. In the event all or any portion of any ROW occupied by GCRFON is needed by City or other public agency for a governmental purpose or in the event the existence of GCRFON or any part of it shall be considered detrimental to the public health, safety, welfare, or convenience or to governmental activities including, but not limited to, interference with City or other public agency construction projects, or is in conflict vertically and/or horizontally with any proposed City or other public agency installation, GCCOG shall remove and relocate GCCOG Fiber Network or the involved part of it, at City's or other public agency's cost and/or expense, to such other location or locations in the public rights-of-way as may be designated by City or other public agency. City or other public agency must provide written notice to GCCOG at least one hundred eighty (180) days in advance of the need for such removal or relocation.

D. Dig Alerts. GCCOG shall become a member of the Underground Service Alert of Southern California ("DigAlert") and agrees to maintain and keep current its membership in DigAlert throughout the term of this Agreement, and to comply with applicable noticing and other requirements.

3. CITY RESPONSIBILITIES

To facilitate GCCOG's buildout of the GCRFON with minimal disruption to the general

public, City agrees, to the best of its ability during the construction period, to cooperate with GCCOG to coordinate the design and construction of the GCRFON, including, but not limited to, traffic management and notices to residents and businesses. City shall designate a point-of-contact for communications with GCCOG for GCRFON-related activities. The City Manager or designee shall have the authority to issue any needed approvals on behalf of City regarding the GCRFON.

4. OTHER TERMS

A. Responsibility for Costs. Except as specified otherwise herein, each Party will be responsible for and bear its own costs and expenses incurred at any time in connection with the performance of its responsibilities under this Agreement.

B. Dispute Resolution.

i. If a dispute arises between the parties relating to this Agreement, the Parties agree to use the following procedure prior to resorting to judicial relief by a court of competent jurisdiction: A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with and pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement. Each Party shall pay their own costs of mediation. The Parties shall jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the JAMS if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

ii. If the Parties are not successful in resolving the dispute through mediation as described above, the Parties may pursue any remedy at law or in equity by a court of competent jurisdiction.

iii. Notwithstanding the provisions of this subsection, either Party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the other Party from an asserted breach thereof on a showing that the moving Party would otherwise suffer irreparable harm.

C. Indemnity and Defense.

i. GCCOG shall defend, indemnify, and hold City, its elected officials, officers, agents, employees, and volunteers, harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GCCOG, its

officers, agents, or employees.

ii. City shall defend, indemnify and hold GCCOG, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents, employees.

D. Notices. All notices required or provided for under this Agreement shall be in writing, delivered in person or by certified mail, return receipt requested, addressed to the parties as indicated, below. Any notice so delivered shall be effective on the date of its delivery. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided for in this paragraph. Notices may be served as follows:

To City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Manager

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723
Attention: Executive Director

E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California. Any dispute or controversy arising under or related in any way to this Agreement shall be adjudicated by a state court of competent jurisdiction located in Los Angeles County, California.

F. Prevailing Party. If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing party reasonable costs and expenses in such amount as the court or arbitrator may adjudge to be reasonable attorney's fees and costs incurred by the prevailing Party in such action or proceeding.

G. Assignment. GCCOG may sell, assign, transfer or lease any interest in those portions of the GCCOG Fiber Network within the City or assign or transfer any of its rights or obligations in this Agreement with prior written notice to City.

H. No Waiver. A waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this agreement, whether of the same or different character.

I. Severability. If any part of this Agreement is held invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or otherwise frustrate the purposes of this Agreement.

J. Independent Contractor. The Parties are independent entities and are not to be, and shall not be, construed as joint venturers, partners, employer/employee, or agents one of the other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

L. Captions. The captions herein are for convenience and references only and are not a part of this Agreement and do not in any way limit, define or amplify the terms and provisions hereof.

M. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements with respect to the subject of this Agreement. No amendment or modification to the Agreement shall be valid and binding unless in writing and signed by authorized representatives of the Parties.

N. Authority to Execute this Agreement. Each person executing this Agreement on behalf of a Party warrants and represents that they have the authority to execute this Agreement on behalf of that Party and the authority to bind that Party to the provisions of this Agreement.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Agreement to be executed as of the date of the last signature below.

[SIGNATURE PAGE FOLLOWS]

CITY OF SANTA FE SPRINGS

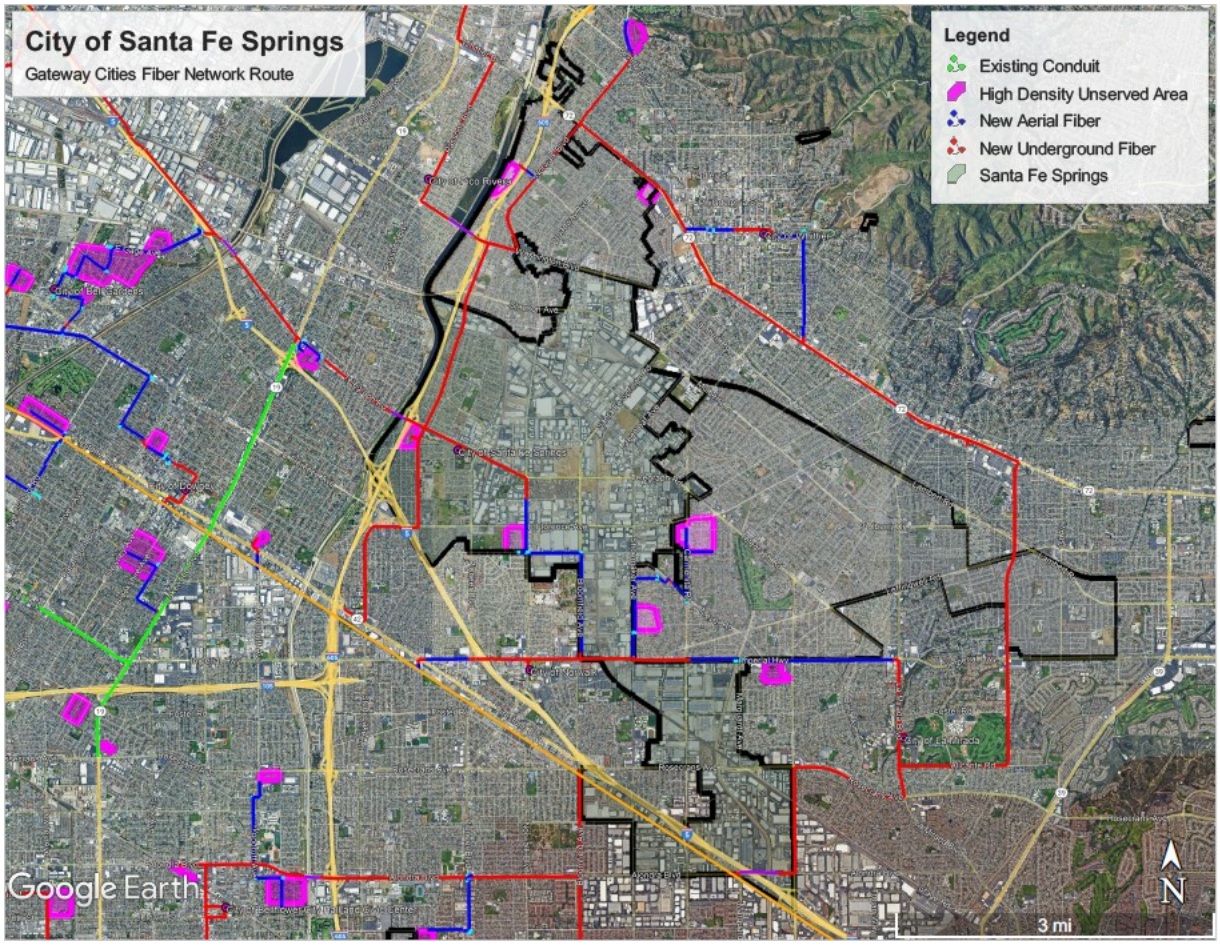
By: _____
William Rounds, Mayor
Date: _____

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Hector De La Torre,
Executive Director
Date: _____

EXHIBIT A

City Route Design



Route Description Based on Current Design

Aerial starts on the South side of Imperial Highway, running .55 miles West until switching to underground for 10 feet. At the Imperial Highway and Shoemaker Avenue intersection, underground runs .03 miles North then converts to aerial for .22 miles before reaching City limits. For about .5 miles, underground follows the North side of Imperial Highway running West until reaching Bloomfield Avenue. It cuts North .01 miles then West 20 feet into Bloomfield Avenue before leaving City boundaries. Further North along the sidewalk, underground cuts 25 feet East from Bloomfield Avenue then converts to aerial and runs .95 miles North until reaching Lakeland Road. Aerial continues West for .5 miles across Bloomfield Avenue, along Lakeland Road.

At the Lakeland Road and Norwalk Boulevard intersection, aerial runs .5 miles North along the Western side of Norwalk Boulevard. It switches to underground and continues North along Norwalk Boulevard or .20 miles until reaching Telegraph Road. Underground runs West along the South side of Telegraph Road for 1.32 miles before reaching the city line.

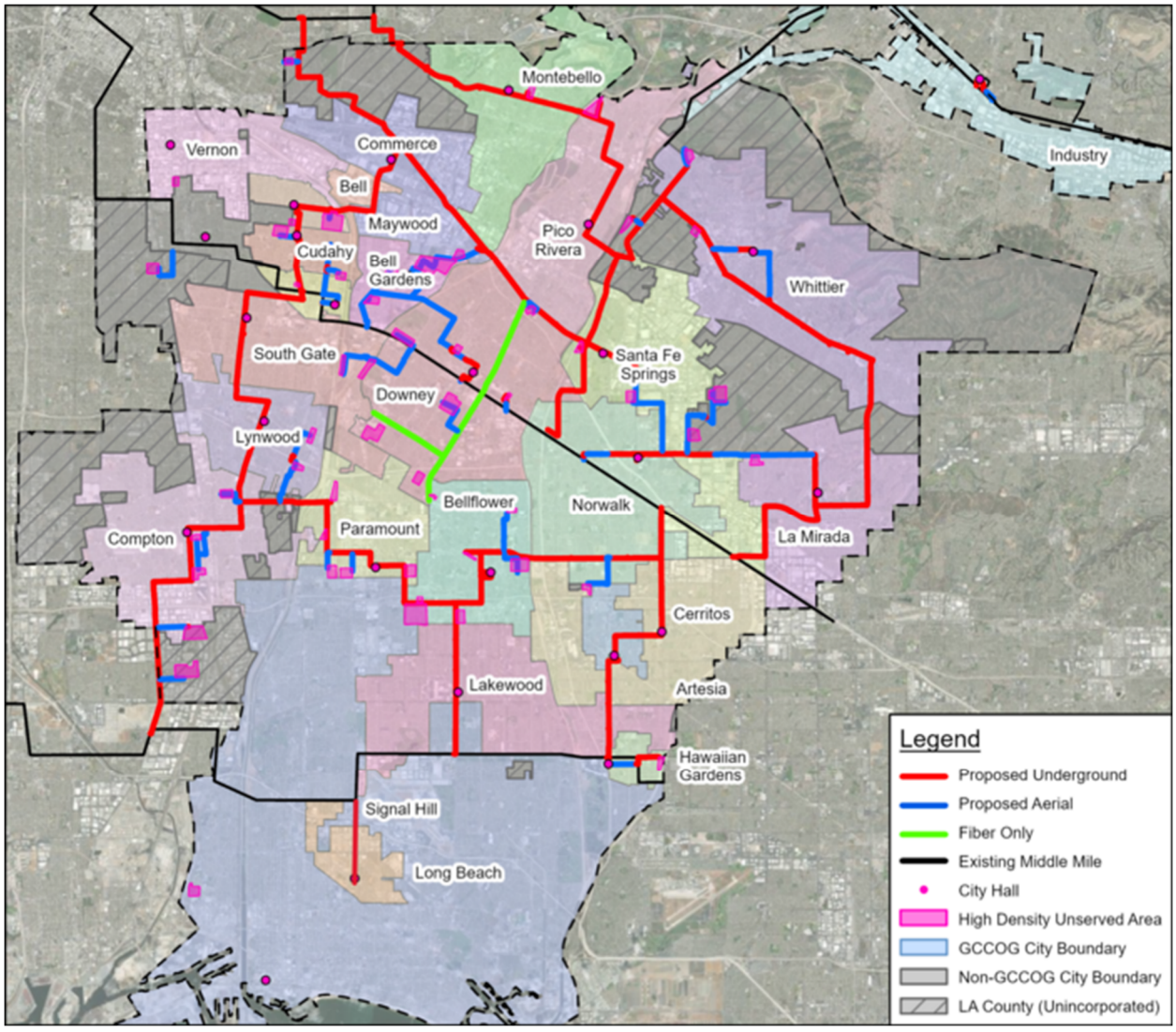
For .92 miles, underground runs South along Orr and Day Road, until reaching E Florence Avenue. It turns West for .14 miles before leaving city borders.

At the intersection of Orr and Day Road and Hollyhock Street, underground runs .08 miles West on Hollyhock Street before ending.

Underground continues at the Orr and Day Road and Telegraph Road intersection, crossing .02 miles under Telegraph Road and continuing East along the sidewalk. For 1.17 miles, underground continues North along Orr and Day Road until exiting city borders.

EXHIBIT B

Gateway Cities Regional Fiber Optic Network Design



ITEM # 14

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR LANDSCAPE DESIGN AT ROSECRANS/MARQUARDT AVENUE GRADE SEPARATION PROJECT – AWARD OF CONTRACT**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Award Task Order No. 9 to RMA International, Inc. of Huntington Beach, California in the amount of $111,470 for the Landscape Design at the Rosecrans/Marquardt Avenue Grade Separation Project and authorize the City Manager to execute the Task Order No. 9; and

2) Appropriate $111,470 from the Capital Improvement Reserve Fund to the Rosecrans/Marquardt Grade Separation Project Account No. PW180109; and

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

FISCAL IMPACT

Staff is recommending that the City Council appropriate $111,470 from the Capital Improvement Reserve Fund for the professional landscape design service at the Rosecrans/Marquardt Avenue grade separation project.

Once the landscape design plans, specifications, and estimates (PS&E) are completed, staff will recommend funding for the construction of the project at a future Council Meeting. The preliminary construction estimate is $2 million.

The City entered into a Cooperative and Funding Agreement (Coop Agreement) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the

Rosecrans/Marquardt Grade Separation Project. Under the terms of the Coop Agreement, LACMTA may reimburse the City up to $2,000,000 for the cost of betterments related to the project once the final project accounting is completed and the amount of excess available project funds is determined. LACTMA is in the process of completing the final project accounting, after which the City will seek reimbursement for the cost of the landscaping improvements.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) oversaw the Rosecrans/Marquardt Grade Separation Project, which was substantially completed in January 2025. However, the landscape slopes surrounding the bridge did not meet the city's aesthetic standards. Currently, the landscape features unfinished graded slopes with exposed dirt and decomposed granite on steep gradients and sparse landscaping.

RMA International, Inc. will create a visually appealing landscape plan that addresses the existing slope issues. The plan will incorporate additional grouted cobblestones to help minimize erosion concerns and stabilize the slopes. Additionally, it will feature the introduction of new drought-tolerant trees, shrubs, and plants that require minimal maintenance. Furthermore, on the eastern side of the bridge, there is an emergency access road for the fire department that connects directly to Rosecrans Avenue, with no barriers or deterrents in place. The RMA design will include safety measures for this access road, as well as the installation of a decorative yet functional metal security gate that meets the fire department's standard requirements.

ANALYSIS

The proposed scope of work and fee includes the following design schedule:

Authorization to proceed	October 2025
Preliminary Landscape Architecture	October – December 2025
Deliverable of PS&E at 75% Completion	January 2026
Deliverable of PS&E at 90% Completion	February 2026
Deliverable of PS&E at 100% Completion	March 2026

ENVIRONMENTAL

N/A

DISCUSSION

The landscaping at the Rosecrans/Marquardt Avenue Grade Separation Project will improve the visual appeal along Rosecrans Avenue, stabilize steep slopes, and reduce City maintenance requirements.

SUMMARY/NEXT STEPS

Upon City Council approval of the recommended actions, staff will coordinate with RMA International, Inc. for the landscape design of the Rosecrans/Marquardt Grade Separation Project.

ATTACHMENTS:

A. Task Order No. 9
B. RMA International, Inc. Proposal
C. Aerial – Proposed Landscape Area

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 RMA International, Inc. Landscape Architecture (CONSULTANT), Task Order No. 9 – Landscape and Architectural Services for Rosecrans/Marquardt Avenues Grade Separation Project.

CITY OF SANTA FE SPRINGS:

Authorized Representative:	**René Bobadilla P.E., City Manager**
Address:	11710 Telegraph Road City of Santa Fe Springs, California 90670 Telephone No.: (562) 868-0511

RMA International Landscape Architecture:

Authorized Representative:	**Robert J. McMahon, Principal in Charge**
Address:	315 3rd Street, Suite N Huntington Beach, CA 92648 Telephone No.: (562) 618-9119

SERVICES/SCOPE OF WORK:

The CITY of Santa Fe Springs desires Landscape and Architectural Services for Rosecrans/Marquardt Avenues Grade Separation Project.

RMA International Landscape Architecture will address the existing landscaping condition consisting of unfinished graded slopes with exposed dirt in several locations or decomposed granite on steep slopes causing potential erosion problems onto the nearby streets and / or storm drain system. The proposal is to introduce additional grouted cobblestone to minimize any erosion concerns and stabilize the slopes.

Located on the eastern side of the bridge there is a fire department emergency access road directly from Rosecrans Avenue with no barrier or deterrent. The design will include access road safety measures and the installation of a decorative yet functional metal security gate to meet the fire department's standard requirements.

Introduction of new additional low water use tree and shrub plantings with minimal maintenance attention shall be shown at key notable locations for a better visual aesthetic appearance along Rosecrans Avenue.

The scope of work will be per the proposal dated August 27, 2025.

APPROXIMATE DESIGN SCHEDULE

Authorization to Proceed	October 2025
Preliminary Landscape Architecture	Oct-Dec 2025
PS&E 75%	January 2026
PS&E 90%	February 2026
PS&E 100%	March 2026

FEE:

The Design Services for the Landscape and Architectural Services for Rosecrans/Marquardt Avenues Grade Separation Project will be based on the Fee Schedule in the amount of $111,470 per RMA International, Inc. proposal dated August 27, 2025.

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

SUBMITTED BY:	**ACCEPTED BY:**
CITY OF SANTA FE SPRINGS	RMA INTERNATIONAL LANDSCAPE ARCHITECTURE
René Bobadilla P.E.,	Robert J. McMahon,
City Manager	Principal in Charge
Date	Date

rma
International, Inc.

August 27, 2025

Mr. James Enriquez, P.E.,
City of Santa Fe Springs
Director of Public Works
11710 Telegraph Road
Santa Fe Springs, CA 90670

Reference: Landscape Architectural Services and Fees to provide Plans, Specifications and Construction Bidding / Administration for the Rosecrans Avenue / Marquardt Avenue Bridge Project located within the City of Santa Fe Springs.

Dear James:

The RMA scope of work outlined in this proposal is for the Rosecrans / Marquardt Bridge new landscape / hardscape improvements illustrated in the preliminary design plan prepared on April 14th, 2025.

As discussed within the preliminary phase, the project appears unfinished with exposed dirt in several locations or decomposed granite on steep slopes causing potential erosion problems onto the nearby streets and / or storm drain system. The proposal is to introduce additional grouted cobblestone to minimize any erosion concerns and stabilize the slopes.

Located on the eastern side of the bridge there is a fire department road accessed directly off of Rosecrans Avenue with no barrier or deterrent, allowing the everyday motorist to drive onto it causing a safety hazard. The intent is to block this activity with a new motorized electronic heavy duty metal security gate to meet the fire department standard requirements. Electrical power supply to the gate shall be specified as a solar panel device with backup battery system.

Introduction of new additional low water use tree and shrub plantings with minimal maintenance attention shall be shown at key notable locations for a better visual aesthetic appearance along Rosecrans Avenue.

RMA INTERNATIONAL INC.; a California (S) Corporation (hereinafter "RMA"), Landscape Architecture and Planning, proposes to render the following described services to CITY OF SANTA FE SPRINGS, (hereinafter "CITY").

SCOPE OF WORK

I. <u>TECHNICAL SPECIFICATIONS FOR CONSTRUCTION PHASE</u>

RMA shall attend meetings, provide plans with related details drawn in AutoCAD to the CITY that entail accomplishing tasks relating to final design and preparation of the construction documents, bid documents, specifications for the improvements. Plan drawing scale size shall be; 1”=20’. RMA anticipates project status submittal periods of 75%, 90% and 100% to the City Staff Representatives for review, comment and approval and include the following:

1. Landscape Demolition Plan- Indicating removal of existing decomposed granite within the project's steep embankment slopes and in areas under the bridge where people may gather.

2. Hardscape Materials Construction Plan - Indicating specific grouted cobblestone and decorative rock boulder product materials and layout as well as the fire department security gate as outlined on the preliminary plan

3. Landscape Construction Details – Indicating grouted cobblestone as well as fire department security gate components.
   RMA- Sub-Consultant; AQX Structural Engineers shall preform the structural engineering for fire department metal swing gate as well as concrete foundation footings.

4. Irrigation Plan *RMA Sub- Consultant;* Sweeney & Associates shall prepare irrigation plans with related details and calculations showing new remote control valves, lateral lines and low flow pop up bubblers connecting into the existing mainline and time clock infrastructure system.

5. Tree and Shrub Planting Plan – Prepare a planting plan new low maintenance care as well as low water use and tree and shrub plantings and maintenance specification guidelines.

6. Engineers Cost Estimate- Prepare an Engineers Cost estimate of probable construction cost for landscape improvements in Microsoft Excel format at 75%, 90% and 100% completion milestones. (3 separate submittals in total).

7. Landscape Construction Technical Specifications - Prepare construction Special Provisions specifications Parts 2 & 3 in "Greenbook" format along with a MS Excel Format Detailed Bid Schedule with specific line items showing units and unit quantities for landscape elements.

8. Meetings: RMA shall present to the City Staff draft detailed plans and technical specifications for constructing the proposed Improvements. A presentation of the draft plans is allocated for a City Council Study Session and Metro Transit Authority (MTA). RMA has included participation in Two (2) meetings with during the Construction Document Phase.

II. CONTRACTOR SELECTION PHASE

RMA shall assist City Staff with a competitive bid process to select a contractor to construct the project improvements. Review contractor bids to evaluate conformance with the technical specifications, coordinating and scheduling a contractor's pre-bid meeting, preparing bid addenda as required and answering contractor questions as required for landscape features of the project attend (1) one Pre-bid conference meeting with City Staff representatives.

III. CONSTRUCTION ADMINISTRATION PHASE

RMA shall attend requested onsite field visit meetings, provide construction observation services and respond to contractor RFI submittals and schedules.
Implement nursery visits to select plant material and vendor supplier visits to select hardscape materials

IV. PROJECT FEE & EXPENSES

Refer to separate attachment **(Exhibit A)** for the RMA scope of work task fee summary for Construction Documents, Specifications, Construction Bidding / Administration services and Reimbursable Expenses listed within this proposal

V. ADDITIONAL SERVICES

Services not included within this proposal shall be provided on an hourly basis as requested by the Client. Fees for these services shall be billed per an hourly fee an invoiced on a monthly basis as services are generated as per attached fee schedule **(Exhibit B).**

1. Providing services of outside professional consultants, such as; soils engineering.

I appreciate the opportunity to submit this proposal of services to you and hope that you will find it acceptable. If so, please sign and return one copy of this Letter Agreement and return to our office.

ACCEPTED BY:

RMA INTERNATIONAL, INC.

By:_____
Robert J. McMahon, Jr.
President
Landscape Architect CA # 3463

Date: August 27, 2025

City of Santa Fe Springs

By:_____
Mr. James Enriquez P.E.,
Director of Public Works

Date_____

EXHIBIT A RMA FEE SUMMARY

CITY OF SANTA FE SPRINGS ROSECRANS MARQUARDT BRIDGE PROJECT

August 27, 2025

Task Description (Stages of Work)	Start Date	Finish Date	RMA Proj. Princ. $185.00/hr.	RMA Draftsman $95.00/hr.	Sweeney Irrigation $125.00/hr	AQX Structural Engineer $ 150.00/hr	Total Fees Per Task
Phase I Technical Specifications	10/06	12/01/25					**$111,470**
Base Plan Preparation			6	24			$3,390
Demolition Plan			40	40			$11,200
Construction Materials Plan			30	30			$8,400
Construction Details			8	30		18	$7,030
Irrigation Plan			20	40	60		$15,000
Tree and Shrub Landscape Plan			40	40			$11,200
Develop Engineers Cost Estimate			40	40	25		$14,325
Specifications (Part 2 & 3)			50	60	25		$18,075
Meetings			30				$5,550
Phase II Contractor Selection Phase	TBA	TBA	30				**$5,550**
Phase III Construction Admin Phase	TBA	TBA	45		25	2	**$11,750**
		Total Hours	**339**	**304**	**135**	**20**	**798**
		Total Fee	**$62,715**	**$28,880**	**$16,875**	**$3,000**	**$111,470**

REIMBURSABLE EXPENSES

*Reimbursable expenses are charged in addition to the compensation for professional services and include actual expenditures made by RMA, its employees or its professional consultants in the interest of the project. Reimbursable expenses will be billed to the Client at the rate of 1.15 times direct cost.

* Expense of reproduction of drawing and material and travel mileage $2,500.00

r m a
International, Inc.

EXHIBIT B
RMA INTERNATIONAL, INC.
PROJECT TEAM
HOURLY FEE SCHEDULE

Landscape Architectural Services
AUGUST 2025

Principal Landscape Architect	$ 185.00 /hr
Project Manager	$ 125.00 /hr
Draftsperson	$ 95.00/ hr
Structural Engineer	$ 150.00 /hr

ATTACHMENT C



= Proposed Landscape Areas

ITEM # 15

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **ON-CALL PROFESSIONAL ENGINEERING SERVICES – AWARD OF CONTRACTS**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Accept the proposals for on-call engineering services; and

2) Award a contract to each of the seventeen engineering consulting firms listed in the staff report for On-Call Professional Engineering Services for various capital improvement projects; and

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

FISCAL IMPACT

There is no direct fiscal impact with the approval of the award of a contract to each of the selected engineering firms. Although the agreement states a maximum aggregate compensation amount of $1 million throughout the term of the agreement, the cost for specific services will be determined on an as-needed basis and will be executed as individual task orders in accordance with Chapter 34 of the Santa Fe Springs Municipal Code. The aggregate of all task orders will not exceed $1 million over the entire term of the agreement.

Funding for on-call professional engineering services is included in the Public Works Department budget, CIP Fund, Bond Funds, Water CIP Fund, and state and local funding for capital projects. The services that will be rendered under the recommended contracts are typically programmed as project expenses utilizing the various funding sources approved for each project budget.

BACKGROUND

The Public Works Engineering staff advertised a Request for Proposals (RFP) on March 24, 2025. The RFP was a request for qualified Engineering firms (consultants) to provide On-Call Professional Engineering Services for various disciplines, including engineering, structural engineering, architectural design, landscape architecture, water engineering, surveying and mapping, staff augmentation, construction management, etc. A single consultant was not expected to be able to provide all the services and disciplines previously mentioned. The consultants interested in one or more services/disciplines were encouraged to submit a proposal.

The selected Consultants will provide a broad range of professional engineering services in support of and in close coordination with the Public Works Department and Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote for each specific project and executed as individual task orders.

On April 22, 2025, a total of thirty-three (33) valid proposals were received. A three-member evaluation team, consisting of Public Works staff, reviewed each proposal based on specific criteria, including the firm's project manager's experience, project team qualifications, understanding of the work to be completed, and prior project experience.

ANALYSIS

The evaluation team reviewed the proposals and presented their findings to the City Engineer. Seventeen of the thirty-three engineering firms received the highest scores in specific categories or disciplines. All proposals and evaluation score sheets are available for review at the Public Works Department.

Staff recommends that the City enter into an agreement with the following firms:

1. BKF Engineers
2. Black O'dowd & Associates
3. Coast Surveying
4. David Volv Design
5. dSantana Arquitectura
6. IDS Group, Inc.
7. John L. Hunter & Associates
8. Kabbara Engineering
9. KPFF
10. Mark Thomas
11. Minagar & Associates
12. NV5
13. RHA Landscape Architects
14. RJM Design group
15. Southstar Engineering & Consulting, Inc.

16. TKE
17. Transtech

The recommended term of the agreement is 3 years with an optional extension of two 1-yr terms for a total maximum term of five years.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon City Council's approval of the recommended actions, City staff will finalize and execute contracts with each individual recommended firm and contact them on an as-needed basis as the need for services arises.

ATTACHMENTS:

A. On-Call Professional Engineering Services Request for Proposals
B. Professional Services Agreement (sample)

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

ATTACHMENT A

CITY OF SANTA FE SPRINGS

ON-CALL PROFESSIONAL ENGINEERING SERVICES REQUEST FOR PROPOSALS

Deadline for Submission: **April 22, 2025 – 2:00 PM**

DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

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

REQUEST FOR PROPOSALS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

The City of Santa Fe Springs (AGENCY) is requesting Request for Proposals (RFP) from qualified Engineering firms (Consultant) to provide On-Call Professional Engineering Services for various disciplines including civil engineering, structural engineering, mechanical engineering, water engineering, (hydraulic and water process engineering), electrical and controls engineering, architectural design, landscape design, traffic engineering, surveying and mapping Services. A single consultant is not expected to be able to provide all the services and disciplines previously mentioned. Firms interested in one or more services are encouraged to submit a proposal.

Consultant will provide a broad range of professional engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote for each specific project.

It is the intent of the AGENCY to enter into a Professional Services Agreement with the Consultant for these services. The term of the Professional Services Agreement will be four (4) years.

The AGENCY invites RFP from professional Engineering firms and will receive such proposals electronically ONLY thru PlanetBids at https://pbsystem.planetbids.com/portal/65093/portal-home **by no later than , at 2 PM PDT on Tuesday, April 22, 2025. The bid results will be available for viewing on PlanetBids shortly after the closing date.**

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

All questions regarding this bid must be submitted in writing via the City's PlanetBids Portal by Tuesday, April 15, 2025, at 2 PM PDT. To submit questions regarding this bid, please visit the City's PlanetBids, locate the associated solicitation, and click the "Q&A" tab. Responses to questions will be posted in an Addendum shortly after the period for receiving questions has passed.

INSTRUCTIONS REQUEST FOR PROPOSALS

1. PROPOSED SCHEDULE

DESCRIPTION	DATE/TIME
Request for RFP Released	Monday, March 24, 2025
Deadline to Submit Questions	Tuesday, April 15, 2025 – 2:00 PM
Deadline to Receive RFP	Tuesday, April 22, 2025 – 2:00 PM

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

2. PRE-SUBMITTAL MEETING

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

3. SUBMISSION OF RFP

All Consultants for this solicitation must register on PlanetBids at https://vendors.planetbids.com/portal/65093/portal-home**.** Only those Consultants registered for this solicitation through the City's website will receive automatic notifications when any update to this solicitation is made. The City does not have an obligation to notify any Consultant other than through the PlanetBids notification system. To be considered, the City must receive the RFP electronically ONLY thru PlanetBids at https://vendors.planetbids.com/portal/65093/portal-home by no later than, **at 2 PM PDT on Tuesday, April 22, 2025.**

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

4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION

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

5. ADDENDA TO THE RFP

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

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

All questions and requests for clarification regarding this RFP must be submitted via the City's PlanetBids Portal by **no later than by 2:00 p.m. on Tuesday April 15, 2025.** To submit questions regarding this RFP, please visit the City's PlanetBids, locate the

associated solicitation, and click the "Q&A" tab. Responses to questions will be posted in an Addendum shortly after the period for receiving questions has passed. **Requests for clarifications, questions and comments received after 2:00 p.m. on Tuesday April 15, 2025, will not be responded to.**

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

7. COST OF RFP PREPARATION

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

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

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

8. CONFLICT OF INTEREST

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

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

9. KEY PERSONNEL

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

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

10. BASIS FOR AWARD OF CONTRACT

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

11. TERM OF AGREEMENT

It is the AGENCY's intent to enter into a Professional Services Agreement (sample attached to this RFP) with the selected Consultant for a four (4) year term with an optional one (1) year term.

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

12. REQUIRED FORMAT FOR PROPOSALS

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

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy,

completeness, and clarity of content.

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

A. Letter of Offer

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

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

B. Qualifications of the Firm

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

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

meeting schedules on similar types of projects.

C. Proposed Staffing

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

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

D. Consultants and/or Sub-consultants

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

E. Work Approach

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

F. Client References

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

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the RFP and not withdrawn shall, upon

receipt by AGENCY, become property of AGENCY.

H. Schedule of Hourly Rates

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

13. RFP EVALUATION PROCESS AND CRITERIA

A. GENERAL

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

B. EVALUATION CRITERIA

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

C. EVALUATION PROCESS

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

D. INTERVIEW

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

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

E. FINAL SELECTION

The final selection will be the Consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing On-Call Engineering Services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the RFP received.

14. EXCEPTIONS OR ADDITIONS

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

15. INSURANCE REQUIREMENTS

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

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

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

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than $1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than $2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than $2,000,000 per occurrence.

16. RIGHTS OF THE AGENCY

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means;

to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

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

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Consultant and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Consultant that responds to this RFP. RFP received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the RFP evaluation process. Submitted RFP are not to be copyrighted.

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

Waiver of RFP

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

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

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

SCOPE OF SERVICES

REQUEST FOR PROPOSALS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

Provide a broad range of professional Engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote basis for each specific project.

A. ENGINEERING

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

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

1. Preparation of plan, specification and estimate (PS&E) packages for capital improvement projects (streets, storm drain, sewer and water).
2. Preparation of various studies and supporting documentation including hydrology and hydraulic analysis.
3. Preparation and review of National Pollutant Discharge Elimination System (NPDES) reports, Water Quality Management Plans (WQMP) and Storm Water Pollution Prevention Plans (SWPPP).
4. Construction support.
5. Provide record drawings.

B. STRUCTURAL ENGINEERING

Consultant must be registered in the State of California as a professional Structural Engineer for work requiring a structural engineer's seal.

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

1. Assess structural stability and load bearing capacity of existing structures including areas proposed to be modified or used for additional loads.
2. Provide structural design for new structures or modifications of existing structures.

3. Provide alternative structural layouts or options that can be applied to project requirements.
4. Provide technical memorandum on assessments of structures.
5. Provide complex structural analyses using computer programs for complex projects.
6. Provide technical specification for selection of materials and methods.
7. Provide seismic and wind design review of existing structures.
8. Provide detail design of foundation, floor plan, roofing, and framing for operation, maintenance, and office buildings.
9. Participate in critical review and value engineering of structural design completed by other engineering professionals.
10. Prepare construction cost estimates.
11. Provide structural engineering support during construction of projects.
12. Provide record drawings.
13. Provide plan check services when requested.

C. ENGINEERING STAFF AUGMENTATION

Consultant will provide on-call services to augment Engineering Staff with program management activities related to the AGENCY's Capital Improvement Plan (CIP) and include:

1. Perform Plan Check.
2. Prepare Grant Applications.
3. Prepare City Council reports.
4. Consultant contract management.
5. Issue Public Works Permits (Construction, Excavation and Encroachment)
6. Administration of Public Works contracts including:
    a. Prepare and process RFP's, addendums and related documents;
    b. Coordinate vendor solicitations;
    c. Organize pre-bid conferences;
    d. Evaluate proposals;
    e. Perform reference checks and prepare recommendations for contract award; Organize and participate in project progress meetings, including preparation and distribution of minutes;
    f. Coordinate and schedule required inspections, surveys and geotechnical tests;
    g. Monitor and update project schedules;
    h. Obtain all necessary permits;

i. Ensure compliance with project standards and specifications, including California Construction law in labor compliance and Disadvantage Business Enterprise (DBE) requirements;

j. Track project progress, Requests for Information (RFI), submittal reviews,progress payments, change orders, punch lists, warranty issues and contractor claims;

k. Research and prepare final reports to support billings to funding agencies;

l. Maintain detailed project files and prepare project status reports;

m. Review and process consultant, contractor and vendor invoices for payment.

7. Plan Check Development Plans.

   a. Generate conditions

D. CONSTRUCTION MANAGEMENT AND INSPECTION

Consultant shall provide Resident Engineer and Inspection services on CIP projects, including street and highway improvements, building construction and renovation, park improvements, underground construction (water, sewer and storm drain) projects and public works maintenance projects. Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

1. Full-time inspection of construction activities;
2. Prepare daily project documentation (daily report and digital photos);
3. Monitor contractor's daily labor force for compliance with state labor laws;
4. Inspect traffic control procedures (monitor Traffic Control Plan);
5. Conduct progress meetings and prepare meeting minutes;
6. Coordinate with agencies and stakeholders;
7. Monitor project schedule;
8. Verify quantities and assure quality control;
9. Monitor construction project site safety;
10. Maintain complete and accurate project records, including but not limited to:
    a. Monthly progress pay reports;
    b. Extra work reports;
    c. Contract change orders;
    d. Labor and equipment records;
    e. Correspondence records;
    f. Verify Storm Water Pollution Prevention Plan;
    g. Process submittal of RFIs, weekly statement of working days, change orders and progress payments;
    h. Monitor punch lists and as-builts;

i. Ensure that materials and completed work comply with plans, specifications and design;

j. Ensure that maintenance of project records comply with funding agency requirements;

k. Ensure performance of all safety-related activities;

l. Implement security procedures as required by the project;

m. Coordinate survey and material testing;

n. Process control documents, submittals, RFIs, weekly statement of working days, change orders, progress payments, work change directives, daily construction reports;

o. Ensure compliance with MS4 Permit - National Pollutant Discharge Elimination System (NPDES) permit program, and Caltrans encroachment permit requirements, if required;

p. Prepare and process project closeout.

E. PROFESSIONAL ARCHITECTURALSERVICES

Consultant shall provide a California licensed Architect to provide a full complement of professional architectural services, including but not limited to:

1. Evaluating zoning and related statutory requirements for project sites.

2. Preliminary design services.

3. Preparing preliminary cost estimates.

4. Preparing final design services.

5. Preparation of plans and specifications for construction bidding.

6. Prepare final cost estimate.

7. Assist with bidding process.

8. Assist with construction management, including responding to RFIs.

9. Assist with selection and procurement of furniture, fixtures and equipment as required.

F. LANDSCAPE ARCHITECTURAL DESIGN SERVICES

Consultant shall provide landscape architectural design services, including but not limited to:

1. Landscape and hardscape concept design;

2. Planting and soil preparation specifications;

3. Irrigation design and specifications;

4. Finish grading and surface drainage specifications;

5. Lighting design and fixture selection and location;

6. Cost estimating;

7. Preparation of final plans and specifications for bidding;

8. Construction observation and respond to RFIs.

9. Approve samples of landscaping and related materials.

G. SURVEYING AND MAPPING SERVICES

Services performed under the Survey category may include, but not limited to boundary surveys, road alignment surveys, topographic surveys for design of city road and structure projects, construction surveys for city roads and structure projects, mapping/CAD services, and GIS mapping surveys. Services mays also include preparation of easement documents (dedication, vacation and quitclaim), title record research, centerlines and legal descriptions.

H. WATER ENGINEER

Consultants must be well versed in all aspects of water design/engineering and administration including, but not limited to Project Controls (Estimating, Cost and Schedule), Planning, Quality Assurance/Quality Control (QA/QC), Change Control and Risk Management. The Consultant must have experience with the provision of clean water, disposal of wastewater and sewage, and the prevention of flood damage, in addition to the design of new water main systems, reservoirs, pump stations, water wells and structures that control water resources.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

2025
PROFESSIONAL SERVICES AGREEMENT
(Engagement: On-Call Professional Engineering Services
(Parties: VARIOUS and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18th day of March 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME (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 INSERT THE KIND OF ON-CALL SERVICES REQUIRED; and

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

[INSERT ADDITIONAL RECITALS AS WARRANTED]

WHEREAS, this Agreement was approved by the ~~City Manager~~ Mayor, pursuant to his/her authority under Section 34.21(B) of the Santa Fe Springs Municipal Code. OR IF OVER $XXXXX: the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of April 6, 2021, under Agenda Item No. 13.

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

I. ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through MM, DD 202X (hereinafter, the "Term"). OR: This Agreement shall have a term of [NUMBER] (DIGIT)] years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. OPTIONAL TERM EXTENSION LANGUAGE: The Term may be extended for XX one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

SAMPLE

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "On-Call professional Engineering Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "On-Call Professional Engineering Services" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

[ALTERNATIVELY]
IF NO RFP ISSUED: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "CONSULTANT Proposal") which is 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. 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;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;

C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

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

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "INSERT TITLE OF COMPENSATION DOCUMENT" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. [NOTE: Not-to-Exceed Sum maybe defined as Annual, Fiscal Year or Aggregate, depending on the Term(s) involved.] In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-

SAMPLE

Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (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 INSERT CONSULTANT REPRESENTATIVE to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

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

A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict-of-interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

SAMPLE

E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 [IF RELEVANT] SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the

Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: INSERT NAME(S) AND TITLE(S).

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor,

subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.12 [IF RELEVANT] SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

[NOTE TO STAFF: For any contracts paid for with federal funds or any other special funds please consult with the City's contract compliance officer and/or the City attorney to identify any additional specialized compliance provisions required by the funding source.]

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and

maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

E. *[IF RELEVANT] Cyber Security:* *Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access,*

SAMPLE

unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

SAMPLE

3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section 15 INSERT SECTION (Insurance Coverages) of the CITY RFP [IF APPLICABLE].

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss

or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

[ALTERNATIVELY]
[ONLY USE IF FOR DESIGN PROFESSIONALS: DELETE HIGHLIGHTED SECTIONS BELOW IF NOT FOR DESIGN PROFESSIONALS] *WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply*

to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Exceptas otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.

CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

The obligations of CONSULTANT under this Article will not be limited by the

provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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

SAMPLE

duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or

available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in

SAMPLE

the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

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

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: CONTACT PERSON
Phone: INSERT PHONE

CITY:
CITY OF SANTA FE SPRINGS
PUBLIC WORKS ENGINEERING
11710 E TELEGRAPH ROAD
PHONE: (562) 868-0511
Attn: JAMES ENRIQUEZ,
DIRECTOR OF PUBLIC WORKS

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this

SAMPLE

Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

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

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

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse

the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

SAMPLE

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

By: René Bobadilla, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

[CONSULTANT NAME]

By: _____

Name _____

Title: _____

Date:

SAMPLE

ATTACHMENT B
Contract No. [25-11

2025
PROFESSIONAL SERVICES AGREEMENT
(Engagement: ON-CALL SERVICES PROFESSIONAL ENGINEERING SERVICES)
(Parties: name and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2ND day of September 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME (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 INSERT THE KIND OF ON-CALL SERVICES REQUIRED; and

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

[INSERT ADDITIONAL RECITALS AS WARRANTED]

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of October 7, 2025, under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of THREE (3) years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for 2 one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

SAMPLE

1.2 SCOPE OF SERVICES:

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

1.3 PROSECUTION OF SERVICES:

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

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

SAMPLE

B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;

C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

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

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "INSERT TITLE OF COMPENSATION DOCUMENT" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. [NOTE: Not-to-Exceed Sum maybe defined as Annual, Fiscal Year or Aggregate, depending on the Term(s) involved.] In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

SAMPLE

forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (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 INSERT CONSULTANT REPRESENTATIVE to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY

SAMPLE

Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

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

A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict-of-interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules, and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

SAMPLE

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as calculated 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 [IF RELEVANT] SUBSTITUTION OF KEY PERSONNEL**:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: INSERT NAME(S) AND TITLE(S).

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,

SAMPLE

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

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

SAMPLE

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.

2.12 [IF RELEVANT] SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

[NOTE TO STAFF: For any contract paid for with federal funds or any other special funds please consult with the City's contract compliance officer and/or the City attorney to identify any additional specialized compliance provisions required by the funding source.]

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

SAMPLE

broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

E. [IF RELEVANT] Cyber Security: Cyber security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have

SAMPLE

an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section INSERT SECTION (Insurance Coverages) of the CITY RFP [IF APPLICABLE].

3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.9 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience,

SAMPLE

insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

SAMPLE

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party,

SAMPLE

then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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,

SAMPLE

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

SAMPLE

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to

SAMPLE

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

SAMPLE

provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

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

SAMPLE

CONSULTANT:

CITY:
City Of Santa Fe Springs
Public Works Engineering
11710 E Telegraph Road
Phone: (562) 868-0511
Attn: James Enriquez,
Director of Public Works

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST.

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

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

SAMPLE

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

SAMPLE

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will

SAMPLE

be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

By: René Bobadilla, City Manager

Date: _____

[CONSULTANT NAME]

By: _____

Name _____

Title: _____

Date: _____

ATTEST:

_____
Fernando Muñoz

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney,

Date: _____

SAMPLE

EXHIBIT A
ON-CALL PROFESSIONAL ENGINEERING SERVICES

SAMPLE

EXHIBIT B
[*INSERT TITLE OF CONSULTANT PROPOSAL*]

SAMPLE

EXHIBIT C
[*INSERT TITLE OF COMPENSATION DOCUMENT*]

SAMPLE

ITEM # 16

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Wayne B. Bergeron, Grants Coordinator

SUBJECT: **AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSAL FOR GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize staff to advertise a Request for Proposal (RFP) for Grant Research, Writing, and Management Services; and

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

FISCAL IMPACT

Authorizing staff to advertise this RFP has no direct fiscal impact. The subsequent staff report will address all costs associated with the associated professional services agreement.

BACKGROUND

County, state, and federal agencies allow local municipalities to obtain funding through various programs. The selection process typically involves submitting detailed grant applications to establish that the proposed project meets the funding agency's criteria and the program's goals and objectives. Identifying potential funding sources and writing grant applications requires the expertise of professionals who specialize in this process to maximize the City's funding opportunities. While the City has a limited number of internal staff capable of performing these tasks, it could further benefit from supplementing efforts with the services of a qualified consultant.

ANALYSIS

It is requested that the City Council authorize issuing an RFP to identify a qualified consultant to provide grant research, writing, and management services. The proposed scope of work for the RFP seeks a consultant who can perform the following tasks:

- **Grant Funding Needs Assessment and Strategy**
  Collaborate with staff to develop a comprehensive, City-wide needs assessment to assist with strategically planning the pursuit of funding opportunities.

- **Grant Funding Research**
  Conduct ongoing research to identify suitable grant opportunities from federal, state, regional, and private sources aligned with the City's priorities, including but not limited to:
  - Public Safety
  - Infrastructure Development and Maintenance
  - Parks and Recreation
  - Community Services
  - Community and Economic Development

- **Grant Writing**
  Prepare and submit grant applications as requested by City staff.

- **Grant Management and Administration**
  As needed, assist with the management and administration of awarded grants. This task shall include, but is not limited to:
  - Programmatic and financial reporting
  - Maintain an "audit-ready" file with all relevant documentation, including compliance records, financial reports, and reimbursement requests

Along with the aforementioned tasks, the selected individual or firm must regularly communicate with City staff regarding upcoming funding opportunities, legislative updates, and other activities that might affect the City's positioning to pursue funding.

ENVIRONMENTAL

N/A

DISCUSSION

As a dynamic and diverse community, the City is committed to improving the quality of life for its residents through sustainable development, public safety enhancements, infrastructure improvements, and expanded recreational and social services. To achieve these objectives, the City recognizes the importance of leveraging federal, state, and

private grant funding to supplement local resources and accelerate project implementation.
This RFP outlines the required scope of services and invites submissions from consultants or firms with demonstrated success in securing and managing grant funding. The ideal consultant will possess:

- A strong understanding of the grant funding landscape across multiple sectors.
- Proven experience in identifying competitive funding opportunities.
- A track record of developing compelling, compliant, and successful grant applications.
- The ability to manage awarded grants in accordance with complex regulatory and reporting requirements.

By issuing this RFP, staff aims to supplement existing personnel resources with the services of a qualified consultant and secure additional grant funds to benefit the City. The RFP document will be finalized and posted on the City's PlanetBids site if approved.

SUMMARY/NEXT STEPS

If approved, staff will advertise the Request for Proposal for Grant Research, Writing, and Management Services. Following receipts and evaluation of proposals, staff will return to City Council with a recommendation for contract award.

ATTACHMENT(S):

A. Proposed Draft Scope of Work

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

REQUEST FOR PROPOSALS
No. 26 - 2

Grant Research, Writing, and Management 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

DRAFT

(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 – City Manager's Office
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Wayne B. Bergeron, Grants Coordinator
Contact Phone: (562) 868 - 0511
Contact E-Mail: waynebergeron@santafesprings.gov

PROPOSAL CONTACT

City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, 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/133591

DRAFT

CONTENTS

I. **Notice Inviting Proposals** 5
II. **About the City of Santa Fe Springs** 6
III. **Timeline** 6
IV. **Scope of Work/Services** 6
V. **Proposal Submittal** 8
VI. **Proposal Content and Format** 8
VII. **Evaluation Criteria** 11
VIII. **Proposal Protests** 11
IX. **Execution of Agreement** 13
X. **Insurance Requirements** 13
XI. **Business License Requirements** 16
XII. **Use of Federal Funds** 16
XIII. **Non-Commitment of City** 17
XIV. **Labor Requirements** 17
XV. **Records** 17
XVI. **Use of Subcontractors** 17
XVII. **Modifications/Changes** 17
XVIII. **Disclosure of Information** 18
XIX. **Ex-Parte Communications** 18
XX. **General Rights of the City** 18

DRAFT

I. Notice Inviting Proposals

The City of Santa Fe Springs ("City") seeks proposals from qualified and experienced consultants to provide comprehensive grant research, writing, and management services. This initiative is part of the City's broader strategy to proactively pursue external funding opportunities that support critical municipal projects, enhance community services, and advance long-term strategic goals.

As a dynamic and diverse community, the City is committed to improving the quality of life for its residents through sustainable development, public safety enhancements, infrastructure improvements, and expanded recreational and social services. To achieve these objectives, the City recognizes the importance of leveraging federal, state, and private grant funding to supplement local resources and accelerate project implementation.

This RFP outlines the required scope of services and invites submissions from consultants or firms with demonstrated success in securing and managing grant funding. The ideal consultant will possess:

- A strong understanding of the grant funding landscape across multiple sectors.
- Proven experience in identifying competitive funding opportunities.
- A track record of developing compelling, compliant, and successful grant applications.
- The ability to manage awarded grants in accordance with complex regulatory and reporting requirements.

The selected consultant(s) will work closely with the City's Grants Coordinator and other City departments to ensure alignment with funding priorities, maintain compliance with grantor requirements, and maximize the City's return on investment. Services will be provided as needed, with an initial contract term of three (3) years and the potential for renewal based on performance and funding availability.

Through this partnership, the City aims to build a robust and sustainable grant program that supports innovation, equity, and measurable community impacts.

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/133591

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.

DRAFT

The successful proposer will be required to enter into a Professional Services Agreement with the City for the project's duration. Final terms, including compensation and length of the agreement, are subject to City Council approval.

II. 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 following outlines the scope of services to be provided:

A. **Grant Funding Needs Assessment and Strategy**

1. Collaborate with the City’s Grants Coordinator and relevant staff to identify funding needs and priorities

DRAFT

2. Develop a comprehensive strategy for identifying and securing grant funding
3. Conduct monthly meetings with the Grants Coordinator to review funding needs and potential opportunities

B. **Grant Funding Research**

1. Conduct ongoing research to identify suitable grant opportunities from federal, state, regional, and private sources aligned with the City's priorities, including but not limited to:

    - Public Safety
    - Infrastructure Development and Maintenance
    - Parks and Recreation
    - Community Services
    - Community and Economic Development

2. Provide detailed information on identified opportunities, including program name, funding agency, available funding, deadlines, funding type, match requirements, and cost share
3. Recommend grant opportunities for which the City should apply

C. **Grant Writing**

1. Prepare and submit grant applications as approved by the City's Grants Coordinator
2. Develop strategic work plans for each application, outlining key dates, responsibilities, tasks, and deliverables
3. Draft all necessary components of grant proposals, including letters of intent, abstracts, and applications
4. Ensure proposals meet all submission requirements and evaluation criteria
5. Collaborate with City staff to refine applications for clarity, consistency, and compliance
6. Organize and present data, statistics, and narratives in appropriate formats, including tables and graphics, for City use

D. **Grant Management and Administration**

Upon award, and if requested by the City:

1. Develop a reporting schedule with milestones, deliverables, and responsibilities
2. Ensure timely and accurate submission of all required reports and documentation
3. Provide guidance on compliance with environmental, procurement, and other regulatory requirements
4. Advise on eligible costs and strategies to maximize grant utilization

DRAFT

5. Conduct monthly reviews with the Grants Coordinator and communicate with funding agencies as needed
6. Maintain an "audit-ready" file with all relevant documentation, including compliance records, financial reports, and reimbursement requests

E. **Ongoing Communication & Deliverables**

1. Maintain regular communication with the Grants Coordinator regarding ongoing work and upcoming opportunities
2. Submit monthly activity reports detailing time spent and tasks completed
3. Deliverables will vary based on the services requested and may include, but are not limited to:

- Legislative and funding updates
- Grant opportunity reports
- Financial and progress reports
- Completed grant applications and supporting documents
- Meeting participation and presentations to City staff and City Council

V. Proposal Submittal

Please *see* ***Section VI – Proposal Content and Format*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Proposers planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VI. Proposal Content and Format

Proposal Content

Proposers shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Proposer's availability to dedicate time, personnel, and resources to this effort. Indicate the address and telephone number of the Proposer's office nearest Santa Fe Springs, and the office from which the project will be managed. The letter of interest must include a commitment to the availability of the Proposer and all key project staff during the planning period and a proposed schedule designed to meet the City's needs. If applicable, include the proposed working relationship with any subcontractors. An individual authorized to bind the Contractor must sign the letter.

DRAFT

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).

DRAFT

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.

DRAFT

VII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review, and rate proposals based on the following:

1. **Experience of Proposer and Project Personnel (40 points)**
   - Experience, resources, and qualifications of the Proposer and assigned individuals to perform tasks identified in the scope of work.
   - Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City's requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (20 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestions.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee, together with Staff's recommendations. The City Council exercises discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee's ratings or Staff's recommendations.

Interviews

If necessary, the City may require top-rated proposers to participate in an interview. The City will e-mail proposers selected for the interview to schedule a date and time.

VIII. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.
When a protest is filed before a scheduled proposal opening, certain steps must be followed:

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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

DRAFT

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;

DRAFT

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

ITEM # 17

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arlene Salazar, Director of Police Services

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND DAPEER ROSENBLIT & LITVAK, LLP, TO PROVIDE LEGAL SERVICES RELATED TO ENFORCEMENT OF THE SANTA FE SPRINGS MUNICIPAL CODE, INCLUDING CONSULTATION, PROSECUTION AND LITIGATION IN CRIMINAL, CIVIL AND ADMINISTRATIVE MATTERS**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve Professional Services Agreement between the City of Santa Fe Springs and Dapeer Rosenblit & Litvak, LLP to provide Legal Services related to enforcement of the Santa Fe Springs Municipal Code in an amount not-to-exceed $300,000 for a period of three (3) years; and

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

FISCAL IMPACT

All work performed under the Agreement are to be billed by hourly rate and cost-recovery of actual expenses incurred by the firm. The total financial impact of the Professional Services Agreement will be determined by work assigned to the firm by the City. The Agreement shall not exceed $300,000 over a three (3) year term. During the FY 25/26 budget process, Police Services allocated $100,000 for Code Enforcement Contractual Services related expenses, including legal services fees. At this time, no additional funding is being requested. Should staff find that additional funding is necessary, an appropriation may be requested during the mid-year budget review process and additional funds appropriated during the fiscal year budget process for years two (2) and three (3).

BACKGROUND

The Department of Police Services Code Enforcement Division aims to protect public health and safety, maintain property values, and enhance the quality of life for the community by ensuring compliance with the City's Municipal Code. Staff are currently investigating and addressing several complex Code Enforcement related matters through a variety of strategies such as education, outreach, interdepartmental collaboration and enforcement actions. As cases continue to become increasingly complex, staff has identified the need for additional Legal/City Prosecutor services to assist with ongoing Code Enforcement case matters and services, including but not limited to the need to prepare and obtain inspection and abatement warrants, initiate and prosecute criminal and civil enforcement actions, Health and Safety Receiverships and administrative nuisance abatement. The City has an existing Professional Services Agreement with Olivarez Madruga Law Organization, LLP (OMLO), which enables Police Services to utilize the firm to assist staff with Code Enforcement related matters. Staff regularly work with OMLO as needed on a variety of matters including Fire and Building and Safety violations. Staff has determined that Dapeer Rosenblit, & Litvak, LLP (DRL) possesses the experience, skills and training necessary to provide the additional services requested by the Department and City.

ANALYSIS

It has become apparent that additional needs have arisen from cases involving Code Enforcement, Fire and Building and Safety. The proposed Professional Services Agreement will improve the City's ability to address complex Municipal Code violations and quality-of-life issues in an effective manner to ensure public safety, health and welfare. The Department of Police Services aims to gain voluntary compliance for Code Enforcement actions without the need for formal legal enforcement action; however, in some instances, the need for civil and legal enforcement proceedings is necessary to abate violations and gain compliance. Dapeer Rosenblit & Litvak, LLP represents municipalities to reduce blight, increase public safety and address a variety of public nuisances for the past 40 years. DRL Attorneys are highly experienced and regarded as experts in the field of "Code Enforcement" who utilize creative tools to achieve success for their clients.

Key provisions of the proposed agreement include the following:

1. Term
    a. The Agreement will be effective October 8, 2025, for a period of three (3) years.
    b. The term may be extended for two (2) two-year periods at the option of the City.

2. Termination
    a. The City may terminate the agreement at any time.
    b. The firm may terminate the agreement with sixty (60) days' notice to the City.

3. Rate
    a. Services will be billed at a rate of $245 per hour for Attorneys services and $195 per hour for Paralegals services.
    b. Complex Code Enforcement Services will include a surcharge of $45 for Attorneys and Paralegals, with City Manager Approval.
    c. Beginning of January 1, 2027, and annually thereafter, rates will be subject to a cost-of-living adjustment equal to three percent (3%) or an amount equal to the increase in the Consumer Price Index (CPI) for the pervious calendar year (January 1 through December 31) for all Urban Consumers in the Los Angeles-Anaheim-Riverside areas, whichever is less.

4. Scope of Services
    a. Firm will provide legal services related to enforcement of the City of Santa Fe Springs Municipal Code, including consultation and litigation in criminal, civil and administrative matters.

ENVIRONMENTAL

N/A

DISCUSSION

The Agreement will improve the City's ability to protect public health and safety, maintain property values, and enhance the quality of life for the community by ensuring compliance with the City's Municipal Code. As designated City staff continue to handle existing and new complex situations, creating innovative legal avenues to address these violations is essential in achieving our goal in maintaining a safe community for all.

SUMMARY/NEXT STEPS

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Dapeer Rosenblit & Litvak, LLP for Code Enforcement, City Prosecutor and Litigation Services.

ATTACHMENT(S):

A. Professional Services Agreement 2025-Legal Services

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

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

2025
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Legal services)
(Parties: Dapeer, Rosenblit & Litvak, LLP and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 7th day of October 2025 (hereinafter, the "Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and DAPEER, ROSENBLIT & LITVAK, LLP (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 legal services related to enforcement of its municipal code, including consultation and litigation in criminal, civil and administrative matters; and

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

WHEREAS, on July 1, 2025, Consultant presented City with the **"Firm Profile and Proposal**" (hereinafter, the "CONSULTANT PROPOSAL") which is attached hereto as **Exhibit "A"**.

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of October 7, 2025, under Agenda Item No. ____.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of three (3) years (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for two (2) two-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in the Scope of Services (hereinafter, the **"Scope of Services"**), which is attached hereto and incorporated by reference as **Exhibit "B"**. CONSULTANT further agrees to furnish all labor, materials, supplies, 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. 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 assignments issued by the City Representative (each such written request hereinafter referred to as a "Assignment");

B. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

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

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

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

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the compensation rate set forth in the "COMPENSATION AND REIMBURSEMENT SCHEDULE" attached to this Agreement as **Exhibit "C"** (hereinafter, the **"Compensation Rate"**). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

contemplated under this Agreement, may not exceed the aggregate sum of **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS** (**$300,000.00**) (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council, as required under the City's municipal code. Provided, however, that any services which CONSULTANT is required to complete or perform to meet ethical or legal responsibilities will be paid in accordance with the Compensation Rate.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. Records may be maintained electronically. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 CESSATION OF SERVICES BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement, regardless of the reason, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Arelene Salazar, Director of Police Services (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

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

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 William Litvak to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

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

A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such knowledge, materials and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said knowledge, materials, and tools 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 shall be entitled to exercise its professional judgment in accordance within applicable ethical standards of care. In criminal prosecutions and proceedings, CONSULTANT shall be entitled to exercise prosecutorial discretion in consultation with the City Representative.

E. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code §81000 *et seq.*) CONSULTANT is committed to upholding the highest standards of

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

ethics and professionalism and agrees to represent the city in full compliance with the California Rules of Professional Conduct, the State Bar Act, and all applicable laws and ethical obligations, including but not limited to Business & Professions Code Section 6068 *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;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will commence to cure any such error or omission, within a reasonable time as noted in Section 2.4 E and incorporated by reference herein.

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 Reserved.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

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

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, and local laws to the extent such laws control or otherwise govern the performance of the Services, including but not limited to the California Professional Rules of Conduct, the State Bar Act, and Business & Professions Code Section 6068 *et seq*.

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.

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

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.

2.12 Reserved.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. Before performing any Services, CONSULTANT shall provide CITY

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. City will provide at least thirty (30) days' written notice to CONSULTANT of any modification to these requirements. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's 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 or any person affiliated therewith.

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

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

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 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.

4.5 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.

4.6 In the event that CONSULTANT, or any of its partners, attorneys, employees, officers, agents or representatives ("Consultant Indemnitees") is named in any claim, lawsuit, action or proceeding solely as a result of its representation of the City, whether or not in a legal action or otherwise, CITY hereby agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Consultant Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) or which arise out of the CITY'S conduct, actions or failure to act or resulting from any breach of this Agreement every nature arising out of or in connection with CONSULTANT's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the negligence or willful misconduct of the Consultant or any person affiliated therewith.

V.
TERMINATION

5.1 TERMINATION BY CITY: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice. Provided, however, that CITY may terminate this Agreement on five (5) days' notice if based on a breach of any term of this Agreement. As of the date of such termination, CONSULTANT shall not be obligated to perform any further services to CITY and CONSULTANT shall only be compensated for work up to the date of termination. Provided, however, should CONSULTANT be required legally or ethically to perform any task or service after the termination date as provided under the California Professional Rules of Conduct, the State Bar Act, or Business & Professions Code Section 6068 *et seq*., it may do so to satisfy such obligation, and it shall be compensated at the rates and in the manner provided in this Agreement. Upon termination of this Agreement 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

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

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 TERMINATION BY CONSULTANT: CONSULTANT may terminate this Agreement at any time for convenience and without cause by giving at least sixty (60) days prior written notice, subject to all additional terms as outlined in Section 5.1.

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: Except for CONSULTANTS legal work product, Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All attorney-client privileged information and documents shall be and remain confidential in accordance with applicable law, except as

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

expressly waived by the City.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

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

CONSULTANT:
Dapeer, Rosenblit & Litvak, LLP
11500 W. Olympic Blvd.
Suite 550
Los Angeles, California 90064
Attn: William Litvak, Managing Partner
Phone: (310) 477-5575

CITY:
City of Santa Fe Springs
Department of Police Services
11710 E Telegraph Road
Phone: (562) 409-1850
Attn: Arlene Salazar, Director of Police Services

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement without the prior written approval of CITY and upon the conditions provided in such approval.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages

against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

[SIGNATURES ON FOLLOWING PAGES]

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

By: René Bobadilla, City Manager

Date: _____

DAPEER, ROSENBLIT & LITVAK, LLP

DocuSigned by:
William Litvak
D0BCB5EC16C14C0...

By: WILLIAM LITVAK

Name: William Litvak

Title: Managing Partner

Date: 9/30/2025

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Date: _____

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

EXHIBIT “A”
CONSULTANT PROPOSAL

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C



DAPEER ROSENBLIT LITVAK, LLP

- Protecting Communities Since 1979 -

FIRM PROFILE AND PROPOSAL
FOR
CODE ENFORCEMENT/ CITY PROSECUTOR
AND LITIGATION SERVICES

PRESENTED TO THE CITY OF

SANTA FE SPRINGS

July 1, 2025

Contact Information

William Litvak, Managing Partner
wlitvak@drllaw.com
11500 W. Olympic Boulevard, Suite 550
Los Angeles, California 90064
Tel (310) 477-5575
Fax (310) 477-7090
www.DRLLAW.com



Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

Firm History And Phylosophy

Dapeer, Rosenblit & Litvak, LLP *("**DRL**")* began representing municipalities in 1979 and has dedicated itself to assisting local communities in their efforts to provide quality of life to their residents and protect against conditions and activities that impact the public health, safety, and welfare.

Over the course of the past 40 years, ***DRL*** has worked to reduce blight, increase public safety, and combat all types of nuisances that, as per the "broken window" theory, undermine the social and economic backbones of communities. ***DRL*** has accomplished these tasks by helping cities establish "Code Enforcement" policies and procedures; training officers to detect, investigate, and abate municipal code violations; instituting processes designed to increase voluntary compliance; modifying and/or adopting necessary code provisions to achieve community goals; and, commencing appropriate legal enforcement procedures in the administrative, civil, and criminal arenas - all while also helping municipalities establish cost recovery programs to ensure the continued viability and vitality of such law enforcement efforts.

While traditional violations of building and safety codes persist, social and environmental changes have created ever new and more complex situations. ***DRL*** has been innovative in creating legal avenues to address these problems and to cooperate with various local, state and federal authorities in addressing complex legal violations. ***DRL*** has been and continues to lead the legal community in dealing with these problems creatively and efficiently.

DRL attorneys regularly prosecute violators of local ordinances, appear in administrative proceedings, act as hearing officers for public entities, and appear in civil proceedings to enforce local law and to advocate for their municipal clients. ***DRL*** attorneys actively litigate in all state and federal courts and regularly appear in appellate courts, including the California Courts of Appeal, the California Supreme Court, the 9th Circuit and the United States Supreme Court. These appearances have resulted in numerous published opinions of importance to local communities.

DRL attorneys are regarded as experts in the field of "Code Enforcement" and have been featured as guest speakers and lecturers to law enforcement agencies, government associations, and educational institutions throughout the State. ***DRL*** attorneys have spoken on such topics as criminal procedure and prosecutions; investigations and Fourth Amendment implications; administrative citation programs; regulation of adult businesses and other First Amendment activities; medical marijuana dispensaries; hoarders/packrats; receiverships; and cost-recovery programs.

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

The firm also regularly works with city staff and management and city attorneys in creating programs, protocols and ordinances that address problems and tailor them to the unique circumstances faced by individual cities.

DRL is "AV" rated by Martindale-Hubbell (their highest rating for ethics and quality of legal service), is a member of the Law Council of America, and is dedicated to diversity in the legal community. ***DRL*** attorneys have also been recognized as Southern California "Super Lawyers" and "Rising Stars." As representatives of local government, ***DRL*** has adopted the highest standards of ethical responsibility. The attorneys at ***DRL*** understand that their roles as prosecutors and public representatives entail a duty to seek justice in all enforcement actions - whether administrative, civil, or criminal.

DRL has garnered a reputation with judges and defense counsel in criminal and civil courts throughout the State as experienced prosecutors and litigators who utilize every available tool to obtain compliance and maintain public safety for our clients, while being fair and reasonable to preserve both our clients' and the courts' resources. Our Firm stresses that the best resolutions are obtained through thorough and thoughtful preparation for trial. Nevertheless, notwithstanding over 200 years of collective courtroom experience of senior ***DRL*** attorneys, ***DRL*** 's philosophy and commitment is to obtain voluntary compliance whenever possible. The arts of persuasion and diplomacy are utilized with great success to achieve this objective - allowing ***DRL*** and its clients to either avoid costly litigation altogether or to conclude it with the highest degree of success. ***DRL*** also believes a fundamental aspect of obtaining voluntary resolutions is an understanding in the community that ***DRL*** lawyers are skilled advocates who take great care to prepare each case for trial and demonstrate a proficiency as to the facts and law applicable to each matter. As a result of their diligent and thorough efforts, ***DRL*** 's lawyers have enjoyed extraordinary success in both voluntary compliance and at trial.

While preserving its prosecutorial independence, upholding ethical responsibilities and avoiding conflicts of interest, ***DRL*** attorneys work closely with City Staff in all matters referred to it. ***DRL*** attorneys maintain regular communications with City Staff to ensure that the best interests of the community are always paramount in any legal decisions made. Constant communication and involvement with City Staff are a mainstay of ***DRL*** 's philosophy and a substantial reason for its continued success.

DRL also recognizes that the hard work and dedication of City personnel are the foundation of any successful code enforcement proceeding. As such, our clients have embraced our core belief that the firm is more than just the attorneys who handle courtroom proceedings. Rather, the firm is part of the

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

"City Team" (which consists not only of Code Enforcement Officers, but also representatives of the Police and Fire Departments, as well as Building & Safety, Planning, Public Works, and Finance Departments, and other City divisions). ***DRL*** attorneys are often requested to provide advice and strategy at the commencement of an investigation by Police and Fire Departments, as well as Building & Safety, Planning, Public Works, and Finance Departments, and other City divisions). ***DRL*** attorneys are often requested to provide advice and strategy at the commencement of an investigation to provide the City with the best chance of achieving quick and complete compliance. In most cases, ***DRL*** increases the City's voluntary compliance success rate by issuing written compliance request letters to violators prior to commencing legal action. And, if additional evidence or investigation is required prior to commencing an enforcement proceeding, ***DRL*** attorneys will not only advise Staff what is required but will provide insight into and assistance with accomplishing it.

DRL works closely with staff and city attorneys in formulating protocols for rendering services and in identifying areas where the firm may be of assistance. Staff attorneys meet with appropriate City Staff to discuss current City policies, procedures, and practices as they relate to the enforcement of the municipal code and applicable State laws, in addition to coordinating procedures for the referral of cases to our office. Care would be taken to discuss ongoing cases, as well as any areas on which the City would like to focus its code enforcement efforts and resources.

Upon transfer of cases to our office, ***DRL*** lawyers will independently analyze the issues and evidence in each case. Thereafter, the firm will provide Staff with our recommended course of action which will be based upon our experience and expertise at achieving complete compliance in a timely fashion, while preserving City resources.

If desired by the City, ***DRL*** will hold "office hours" at City Hall on a regular (agreed-upon) basis to provide City Staff an opportunity to meet with us to discuss ongoing cases and/or other issues. Notwithstanding any agreed-upon office hours, ***DRL*** lawyers will always be readily accessible to respond to any telephonic or email inquiries and/or to discuss cases with Staff.

Services We Regularly Provide to Our Municipal Clients.

- Code Enforcement Case and Program Consultation
- Criminal Prosecution – Code Enforcement
- General Misdemeanor including
- Criminal Prosecution state and local laws
- Administrative Enforcement and Hearings
- Health and Safety Code Receiverships
- General Receiverships
- Inspection and Abatement Warrants
- Administrative Citations Hearings and Appeals
- Civil Litigation and Code Enforcement

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

- Municipal Litigation
- Specialty Ordinance Review and Preparation
- Mandamus and Appellate matters
- Custom program development
- State and Federal Litigation Services
- Training and Education Programs
- Federal Civil Rights and Fair Housing Act Litigation
- State and Federal Appeals
- Pitchess and Brady Motions
- Office Conferences
- Abatement Lien Enforcement and Collection

Legal and Technical Expertise

DRL has been trusted to address a multitude of subjects and legal issues important to address quality of life in the communities we serve, including:

- Building and Technical Codes
- Zoning Codes
- Fire Codes
- Property Maintenance & Health Codes
- Nuisance Abatement
- Civil Injunctions and Receiverships (Includiung Health & Safety Receiverships
- Criminal Prosecutions and Diversion Programs
- General Municipal Criminal Prosecutions (State and Local)
- Marijuana Regulations
- Short Term Rental Regulations
- Red Light Abatement Ordinances and Statutes
- Massage Establishment Regulation
- Unhoused Individual Regulation
- Vendor Regulation
- Adult Entertainment Regulation
- License and Tax Codes
- Automated Red-Light and Speed Traffic Enforcement
- Ordinance Review and Analysis
- Municipal Legal Defense
- Specially Regulated Activities
- Municipal Commercial Litigation
- Fair Housing Act Litigation
- Civil Rights Defense
- Pitchess Motions
- Brady Motions
- Brown Act Proceedings
- CEQA analysis and practice
- Formulating or revising code enforcement programs.
- Administrative Regulation Enforcement

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

- Administrative and Traditional Mandamus
- Appellate Practice
- Federal Litigation and Appellate Practice
- Finance Regulation Enforcement and Tax Collection
- Short Term Rental Regulation and Transient Occupancy Taxes
- License and Permit Revocations
- Conditional Use Permit enforcement and termination

We regularly address contemporary quality of life issues facing the communities we serve, including:

- Short term rentals/Party houses
- Noise disturbances
- Illegal peddling
- Drinking in public
- Aggressive panhandling
- Illegal use of public property
- Animal Control/Dangerous and Vicious dogs
- Prostitution and Gambling issues
- Representing appellants and respondents in governmental and private party appeals
- Assisting task force programs (police, fire, building planning, county health and state agencies) to reduce crime and related Housing and Building Code violations
- Overseeing "sting" operations by police/sheriff personnel regarding motel operators and illegal massage parlors. Prosecuting injunctive actions in the superior court to abate continuing public nuisances and receiverships, including Health and Safety Code receiverships

Firm Staffing

DRL is one of the most established and experienced law firms in California dedicated to assisting Cities in the enforcement of its municipal code and applicable State laws through administrative, civil, and criminal processes.

The team that will provide services includes the following, in addition to paralegals, clerks, and administrative assistants. All attorneys are licensed to practice law throughout California.

- William Litvak, Partner *(Managing Partner- Chief Trial Attorney)*
- Steven H. Rosenblit, Partner *(Prosecutor and City Counselor)*
- Kenneth B. Dapeer, Partner *(Prosecutor and City Counselor)*
- James Eckart, Partner *(Lead Prosecutor and City Counselor)*
- Eric P. Markus (*Senior Trial Counsel)*
- Jocelyn Corbett (*Prosecutor and City Counselor)*

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

- Patricia Fitzgerald (Prosecutor)
- Lily Keenan (*Prosecutor*)
- Sarah Edmiston *(Associate)*
- Melissa Fair *(Associate)*

Senior Attorneys

William Litvak has handled criminal and civil matters both at the trial and appellate levels on behalf of municipalities for almost 30 years and has been named a Super Lawyer for Southern California multiple times. He has additionally served as an arbitrator, settlement officer, and judge pro tem for the Los Angeles Superior Court, and has been an instructor, guest speaker, and/or lecturer on such topics as medical marijuana dispensaries, "red light" (gambling and prosecution) nuisance abatement, narcotics nuisance abatement, injunctions and receiverships, and red light photo enforcement, including appearing before the California Supreme Court in a successful defense of these important safety programs. Recently, he was also successful before the 9th Circuit of the United States Court of Appeal in protecting the rights of city police and enforcement officers to enter private businesses for the purposes of investigating violations of law. Mr. Litvak was selected to represent all the member cities of the California Contract Cities Association in a contractual dispute with the County of Los Angeles related to a multimillion-dollar contract for sheriff services. He is licensed to practice before all courts of this state, the 9th Circuit and the United States Supreme Court. He also regularly represents public entities in civil rights, inverse condemnation and commercial matters.

James Eckart has spent the past 27 years (both as a City Prosecutor and with the Los Angeles County District Attorney's Office) criminally prosecuting individuals who violate State and local laws. He has been an instructor, guest speaker, and/or lecturer for numerous Police Departments, the Los Angeles County Sheriff's Department, Code Enforcement Officer associations, Los Angeles County Health Department, and other governmental personnel on investigation techniques, search & seizure issues, report writing, and court procedures and testimony. Mr. Eckart authored and presented training to over 300 City Attorneys (through the League of California Cities) on how to successfully prosecute municipal code violations.

Steven Rosenblit and **Kenneth Dapeer** founded this office in 1978, and since that time they have focused their practice almost exclusively on serving municipalities as their designated City Prosecutors. Their dedication to providing their municipal clients with the best legal advice and highest quality work product has resulted in frequent requests for Mr. Rosenblit and Mr. Dapeer to be instructors, lecturers, and speakers at code enforcement workshops for code enforcement officers throughout the State.

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

Fee and Compensation Schedule:

Every municipality is unique and its level of code enforcement activity is equally so. In consideration of the varying degrees of code enforcement activity by each of our municipal clients, the Firm does **not** seek a monthly retainer for legal services. Rather, the firm's legal fees are based upon an hourly rate (as set forth herein). As such, fees are only incurred when and if the City requires assistance from the Firm. Due to the experience of the Firm's lawyers and staff in code enforcement, the Firm can provide the highest quality of services in the most efficient manner possible, thereby maximizing the cost effectiveness of the City's code enforcement program.

Proposed Hourly Rates:

For All Code Enforcement Services:

- Attorneys: $245
- Paralegals: $195

Complex Code Enforcement Services

- Attorneys: Surcharge Addition of $45, with City Manager Approval
- Paralegal: Surcharge Addition of $45, with City Manager Approval

Special Non-Code Enforcement Services as Requested by City Manager:

- Hourly rate commensurate with rate customarily paid by the City for similar services with City Manager Approval.

Cost of Living adjustment:

- Commencing in the second year of our contract and annually thereafter a cost of living adjust equal to 3% or the increase in the cost of living for the region within which the City is located, whichever is less.

Expenses and Cost Reimbursement

In addition to fees, the Firm would be entitled to reimbursement of costs and expenses incurred in performing our services. Such costs would include, but not be limited to:

- Attorney Service Charges, including service of process and other documents – as incurred at cost
- Filing Fees, if not waived for a governmental entity – as incurred at cost

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

- Online 3rd Party Database access - Transaction fee of $25 per request/search, in addition to actual charges for the service provider
- Expert Witness fees upon approval of City as incurred at cost
- Online legal research charges - As incurred at cost
- Copier charges - B&W - 5¢ / page ; Color - 10¢ / page
- Postage -As incurred, at cost
- Exhibit preparation (including enlargement of photographs) - As incurred at cost
- Court reporter or transcript fees - As incurred at cost
- Approved travel expenses, as incurred at cost
- Parking, entrance or other fees incurred to attend hearing or proceeding - As incurred at cost
- Any extraordinary expenses - As incurred with prior City approval

Fee and Cost Recovery

The firm believes that to the extent legally permissible the public should not have to bear the ultimate cost for remediation of code violations or to secure compliance with the City's laws. Therefore, in each proceeding we evaluate all available sources for reimbursement to the City for the attorneys' fees, staff time and expenses incurred. In accordance with applicable law, we will endeavor to request reimbursement in appropriate circumstances.

List of Relevant Municipal Clients:

The following is a sample of the firm's current client roster:

City of Agoura Hills, 1992 to the present
City of Bell Gardens, 2003 to the present
City of Beverly Hills, 1994 to the present
City of Big Bear Lake, 1997 to the present
City of Calabasas, 2002 to the present
City of Covina, 2008 to the present
City of Culver City, 2001 to the present
City of Diamond Bar, 2003 to the present
City of Downey, 2005 to the present
City of Huntington Park, 1979 to the present
City of La Habra Heights, 2025 to the present
City of Lancaster, 2006 to the present
City of Manhattan Beach, 2025 to the present
City of Montclair, 2006 to the present
City of Norwalk, 2004 to the present
City of Pomona, 1995 to the present
City of Rancho Cucamonga, 2021 to the present
City of Redlands, 2024 to the present

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

City of South Gate,1991 to the present
City of West Hollywood, 1986 to the present
City of Westlake Village, 2004 to the present

Client References

CITY OF AGOURA HILLS Nathan Hamburger City Manager 30001 Lady face Court Agoura Hills, CA 91301 (818) 597-7308 *nhamburger@agourahillscity.org* Denice Thomas, AICP Community Development Director City of Agoura Hills 30001 Ladyface Court, Agoura Hills, CA 91301 (818) 597-7311 *dthomas@agourahillscity.org*	**CITY OF DOWNEY** Irma Huitron, Director of Community Development 11111 Brookshire Avenue Downey, CA 90241 (562) 904-7151 *IHuitron@downeyca.org* Vince Rosario, Lieutenant (Downey Police Department) 10911 Brookshire Avenue Post office Box 7016 Downey, CA 90241 (562) 904-2321 *vrosario@downeyca.org*
CITY OF BEVERLY HILLS Nestor Otazu Code Enforcement Manager Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 (310) 285-1173 *notazu@beverlyhills.org* Larry Wiener, Esq. City Attorney 455 N. Rexford Drive Beverly Hills, CA 90210 (213) 626 8484 *lwiener@beverlyhills.org*	**CITY OF HUNTINGTON PARK** Ricardo Reyes City Manager 6550 Miles Avenue Huntington Park, CA 90255 (323) 582-6161 *RReyes@hpca.gov* **CITY OF MALIBU** Carrie Rios Interim Code Enforcement Manager 23825 Stuart Ranch Road Malibu, California 90265-4861 310) 456-2489, ext. 231 *CRios@malibucity.org*
CITY OF BIG BEAR LAKE Erik Sund City Manager 39707 Big Bear Blvd. Big Bear Lake, CA 92315 (909) 866-5832 *bblcm@citybigbearlake.com*	**CITY OF MONTCLAIR** Edward Starr, City Manager 5111 Benito Street Montclair, CA 91763 (909) 625-9474 *ECStarr@cityofmontclair.org* Brandon Kumanski, Lieutenant

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

CITY OF CALABASAS Sparky Cohen Building Official Building and Safety - Code Enforcement 100 Civic Center Way Calabasas, CA 91302 (818) 224-1708 *scohen@cityofcalabasas.com*	Montclair Police Department 4870 Arrow Highway Montclair, CA 91763 (909) 448-3605 *BKumanski@cityofmontclair.org* Gabe Fondario Asst. Code Enforcement Manager/Special Operations Unit 5111 Benito St Montclair CA 91763 (909) 447-3357 *GFondario@cityofmontclair.org*
CITY OF COVINA *Brian Lee* *Community Development Director* *125 E. College Street* *Covina, CA 91723* *(626) 384-5400* *BLee@covinaca.gov*	**CITY OF NORWALK** *Ozzie Ramos* *Deputy City Manager/Public Safety Director (Norwalk)* *112700 Norwalk Blvd.* *Norwalk, CA 90650* *(562) 929-5732* *publicsafety@norwalkca.gov*
CITY OF CULVER CITY John M Nachbar City Manager 9770 Culver Boulevard Culver City, CA 90232 (310) 253-6000 *john.nachbar@culvercity.org* Heather Baker, Esq. City Attorney 9770 Culver Boulevard Culver City, CA 90232 (310) 253-6000 *heather.baker@culvercity.org*	**CITY OF RANCHO CUCAMONGA** John Gillison, City Manager Lori Price, Community Improvement Supervisor 10500 Civic Center Drive Rancho Cucamonga, CA 91730 (909) 774-4204
CITY OF DIAMOND BAR Greg Gubman Community Development Director 21810 Copley Drive Diamond Bar, CA 91765 (909) 839-7030 *GGubman@DiamondBarCA.Gov*	

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

Insurance

DRL maintains professional liability coverage in the amount of $2,000,000 per occurrence and $2,000,000 in the aggregate, as well as CGL coverage.

Levine Act Statement

DRL has nothing to report under the California Levine Act.

Conflict of Interest

DRL has no reportable conflicts of interest with the City of Santa Fe Springs.

Pending Claims

DRL has no claims, past or present, to report.

Anti-Discrimination Policy

The Firm has and continues to maintain a strict policy against discrimination of any kind in any form.

Highest Ethical Standards

The Firm has and continues to require all of its staff and anyone affiliated with it to perform all services and execute all responsibilities to the highest ethical standards at all time.

Conclusion

DRL*'s* core belief is that the best results are obtained through thoughtful, deliberate, and thorough preparation. The Firm steadfastly adheres to the principles of respect, courtesy, cooperation, and diversity. While always ready to proceed with litigation, ***DRL*** attorneys strive to reach a voluntary resolution to disputes.

DRL attorneys are available to provide training, advice, and support to City Staff to ensure the best possible result from legal enforcement actions. The Firm understands the budgetary and other resource constraints that our clients face, and the Firm work as part of the City Team to maximize the results of any enforcement action commenced by the City while conserving City resources.

Neither ***DRL*** nor its lawyers seek or accept assignments as City Attorneys. The Firm believes that as city prosecutors it needs to provide an independent perspective unrelated to the City's policy decisions thus avoiding any appearance that prosecutorial services are being used for any other purpose. ***DRL*** values its independence and reserves to the judgment of its lawyers consistent with ethical obligations to determine which cases will proceed to prosecution.

DRL lawyers are excited about this opportunity to continue working with City of

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

Santa Fe Springs, and believe that our experience, competitive fees, and dedication to the field of public law make the firm uniquely qualified to assist the City with its code enforcement needs.

For further information, please contact the firm's managing partner, William Litvak as indicated below or at *wlitvak@drllaw.com.*

DAPEER ROSENBLIT LITVAK, LLP
11500 W. Olympic Boulevard, Suite 550
Los Angeles, California 90064
Tel (310) 477-5575
Fax (310) 477-7090
www.DRLLAW.com

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

EXHIBIT "B"
SCOPE OF SERVICES

The Scope of Services to be provided to the City by Consultant are as follows:

a) Review existing City codes, regulations, rules, resolutions, policies, and practices, and provide recommendations and/or draft amendments, modifications, and/or updates to said codes, regulations, rules, resolutions, policies, and practices, as requested by City staff.
b) When appropriate and directed by City Representative, conduct meetings to discuss pending investigations or other matters, and to provide guidance and recommendations for enforcement actions.
c) When appropriate and directed by City Representative, draft correspondence to and conduct meetings with violators in an effort to obtain voluntary compliance without the need for formal legal enforcement proceedings.
d) Assist City Representative with the preparation and acquisition of warrants to inspect and/or abate real properties within the City.
e) Initiate and prosecute criminal and civil enforcement actions, including Health and Safety Receiverships, as directed by City staff.
f) Appear at any proceeding, court, agency, administrative body related to any action in which Consultant is representing the City or any affiliated or associated person or entity.
g) Assist staff in initiating the prosecution of administrative remedies, including administrative nuisance abatement, license revocation, CUP revocations; Prepare City Staff for administrative hearings and, when appropriate, represent City Staff before a hearing officer or other appellate or reviewing authority (including any other appropriate committee, commission, and/or the City Council).
h) Provide educational trainings to City Staff, as needed and as requested by the City Representative.
i) Represent the City at the City Representative's request in any Code Enforcement related action brought against the City, subject to the limitations of Rule 1.7 (Conflict of Interest: Current Cities) of the California Rules of Professional Conduct.

Docusign Envelope ID: 549E3714-FF75-40BB-9F4E-4AFDB0F96C8C

EXHIBIT "C"
COMPENSATION RATE

The following rates shall apply to the Consultants entitlement to Compensation and Reimbursement:

For All Code Enforcement Services:

- Attorneys: $245 per hour
- Paralegals: $195 per hour

Hourly rates to be itemized in increments of 1/10th of an hour.

Complex Code Enforcement Services:

- Attorneys: Surcharge Addition of $45, with City Manager Approval
- Paralegal: Surcharge Addition of $45, with City Manager Approval

Cost of Living adjustment Commencing on January 1st after the second year following the Effective Date of this Agreement and annually thereafter a cost-of-living adjustment equal to three percent (3%) or an amount equal to the increase in the Consumer Price Index ("CPI") for the previous calendar year (January 1 through December 31) for all Urban Consumers in the Los Angeles-Anaheim-Riverside areas, whichever is less.

Expenses and Cost Reimbursement:

In addition to fees, Consultant would be entitled to reimbursement of costs and expenses incurred in performing the scope of services. Such costs would include, but not be limited to:

- Attorney Service Charges, including service of process and other documents – as incurred at cost.
- Filing Fees, if not waived for a governmental entity – as incurred at cost.
- Online 3rd Party Database access – at cost, as incurred by the service provider.
- Expert Witness fees upon approval of City as incurred at cost.
- Online legal research charges - As incurred at cost.
- Copier charges - B&W - 5¢ / page; Color - 10¢ / page.
- Postage -As incurred, at cost.
- Exhibit preparation (including enlargement of photographs) - As incurred at cost.
- Court reporter or transcript fees - As incurred at cost.
- Approved travel expenses, as incurred at cost.
- Parking, entrance or other fees incurred to attend hearing or proceeding - As incurred at cost.
- Any extraordinary expenses - As incurred with prior City approval.

ITEM # 18

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **THE HO'OILINA FOUNDATION - HERITAGE OF ALOHA FESTIVAL FACILITY FEE WAIVER APPLICATION**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Authorize the City Manager to approve a Tier II facility fee waiver in the amount of $15,525 for the use of Heritage Park by the Ho'Oilina Foundation, Inc for their annual Heritage of Aloha festival scheduled May 16 and 17, 2026, with the foundation responsible for staffing fees of $2,910 and all required permits or other departmental fees; and

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

FISCAL IMPACT

The total facility rental fees to be waived are $15,525. Staffing fees of $2,910 will be paid by the event organizer, along with any required permits or other departmental fees.

BACKGROUND

The Ho'Oilina Foundation, Inc., a Whittier-based non-profit organization, is dedicated to preserving and sharing the cultural heritage of Hawaii and Polynesia. The Foundation has submitted a request to host the Heritage of Aloha Festival, a two-day community celebration that will feature:

- Live Hawaiian and Polynesian music performances
- A ukulele contest
- Traditional and contemporary dance presentations
- Island-inspired cuisine

- An outdoor marketplace highlighting Polynesian crafts and goods

The Heritage of Aloha Festival has been held in Santa Fe Springs for over 20 years. Historically it draws wide community interest and supports cultural exchange, arts education, and family-centered programming consistent with the City's mission to provide diverse recreational and cultural opportunities.

In 2025, the festival drew strong attendance with:

- 7,800 attendees on Saturday
- 8,200 attendees on Sunday
- 551 Santa Fe Springs residents participating over the weekend

These figures were determined by Placer.ai and demonstrate the festival's regional draw while providing residents cultural programming.

ANALYSIS

Under the City's Facility Rental Use Policy (FRUP), the Ho'Oilina Foundation qualifies for Tier II fee waiver status as a registered non-profit organization hosting a community-based cultural event.

In previous years, the Ho'Oilina Foundation paid $7,000 in rental fees for two event days and covered staff fees for Friday set-up. Under the revised FRUP and new fee schedule, Fridays are now available for rental, which results in an additional day of facility charges as well as higher fees based on the new fee schedule.

The Foundation has submitted a facility fee waiver of $15,525 in facility rental fees for use of Heritage Park over a three-day period; including setup, event days, and breakdown. This reflects an increase in fees due to the revised FRUP adopted in November 2024, which updated rental rates for City facilities.

Additionally, staff have allowed the Foundation the set-up the entertainment stage on Wednesday afternoon prior to the festival. This accommodation does not impact on regular park operations and ensures adequate time for technical preparation and event safety for their event.

As a condition of approval, the Foundation will remain responsible for:

- Staffing fees estimated at $2,910
- Securing and paying fees for all permits required by City departments and outside agencies

ENVIRONMENTAL

The Heritage of Aloha Festival is anticipated to have minimal long-term environmental impact. The Ho'Oilina Foundation will ensure noise impacts comply with the City's sound ordinances and event permit conditions. They will ensure adequate trash and recycling receptacles and coordinate post-event cleanup and implement a parking management plan and coordinate with City staff to reduce congestion in surrounding business parks.

DISCUSSION

The Heritage of Aloha Festival has proven to be one of the region's most well-attended and culturally enriching community events. Its 20+ year presence in Santa Fe Springs underscores its importance as both a cultural tradition and a community gathering opportunity. While the revision to the fee schedule in November 2024 has increased the rental fees associated with use of Heritage Park, the Ho'Oilina Foundation's commitment to covering staffing fees, permits, and environmental management responsibilities demonstrates its ability to successfully host a large-scale, high-quality event.

SUMMARY/NEXT STEPS

If approved by the City Council, staff will:

1. Finalize the facility use agreement with the Ho'Oilina Foundation and all City Departments.

2. Coordinate with the Foundation regarding staffing, stage set-up, and operational logistics.

3. Ensure that all required permits and environmental management measures are obtained and in place prior to the event.

4. Provide on-site staffing support during the festival weekend to monitor compliance with City regulations and park policies.

ATTACHMENT(S):

A. Fee Waiver Application
B. Heritage of Aloha Festival Layout (2025)

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

Department of Parks & Recreation

EVENT APPLICATION

FACILITY USE APPLICATION & FEE WAIVER

EVENT INFORMATION

Event Type	Date of Event	Estimated Attendance
Polynesian Cultural Festival	05/16/2026	5000

TAX ID Number: 46-1367909

Tier I - SFS Headquartered Non-Profit OR Tier II: ◎

APPLICANT INFORMATION

Applicant Full Name: Darolyn Goya

Address: 10836 Mayes Drive

City	State	Zip Code
Whittier	CA	90604

Email Address: HOOILINAFOUNDATION@GMAIL.COM

Phone	Date of Birth
(562) 762-6703	04/01/1960

Organization: HO'OILINA FOUNDATION INC

Address: P.O. BOX 1157

City	State	Zip Code
WHITTIER	CA	90609

Email Address: HOOILINAFOUNDATION@GMAIL.COM

Phone: (562) 762-6703

LOCATION INFORMATION

Staffing Fees are not eligible to be waived. A $35 per hour charge will be applied to reservations that fall outside of regular operating hours.

	Fee*	
☐ **LAKEVIEW PARK | 10255 JERSEY AVE** (Capacity 50)		
Picnic Shelter - Resident	$100	
☐ **LOS NIETOS PARK | 11143 CHARLESWORTH RD** (Capacity 180)	**Fee***	
Picnic Shelter - Resident	$200	
☐ **SANTA FE SPRINGS PARK | 10068 CEDARDALE DR** (Capacity 180)	**Fee***	
Picnic Shelter - Resident	$200	
LITTLE LAKE PARK | 10900 PIONEER BLVD	**Fee***	
☐ Picnic Shelter (Capacity 75)	$125	
☐ Meeting Room & Patio (Capacity 64)	$200	
**Meeting Room may not exceed 6 hours event time/additional seating on patio		
TOWN CENTER | 11740 TELEGRAPAH ROAD	**Fee***	
☐ Event	$1,350 Saturday	$1,150 Sunday - Friday
☐ Meeting	$500/3 hour block	
☐ The Club	$300	
☐ Other_____		
CLARKE ESTATE | 10211 PIONEER BLVD	**Fee***	
☐ Clarke Estate	$2,400 (1-100)	$3,000 (101-200)
HERITAGE PARK | 12100 MORA DRIVE	**Fee***	
☑ Heritage Park	$2,240 (1-150)	$3,040 (151-300)
☐ Photo Session	$100 Per hour	
GUS VELASCO NEIGHBORHOOD CENTER | 9255 PIONEER BLVD	**Fee***	
☐ Onteveros Room (Capacity 96)	$900 Saturday	$750 Sunday - Friday
☐ Pio Pico Room (Capacity 112)	$1,500 Saturday	$1,000 Sunday - Friday
Business Meetings		
☐ Pio Pico Room (Capacity 112)	$300 (per 2 hrs)	
☐ Ontiveros Room (Capacity 96)	$300 (per 2 hrs)	
☐ Meeting Room 1 (Capacity 25)	$200 (per 3 hrs)	

Event Application

FACILITY USE APPLICATION & FEE WAIVER

EVENT INFORMATION

Applicant Name | Event Date | Reservation #

RESERVATION INFORMATION

Set-Up Time (1 hour): 8:00 AM

Start/End Time: 10:00 AM/6:00 PM

Clean-Up Time (1 hour): 9:00 PM

- (O) NO Alcohol (ALL PARKS)
- ☐ Alcohol Served
- ☐ Alcohol Sold (ABC License)

***Certificate of Liability Insurance is required for all rentals and can be provided by the renter or purchased through the City via a third-party provider.**

EVENT DISCRIPTION/COMMENTS

Heritage of Aloha (HOA) is a 2-day Festival showcasing the heritage of Hawai'i & Polynesia with island cuisine, an outdoor marketplace, cultural workshops, and continuous music and dance on a big stage held at Heritage Park in the City of Santa Fe Springs (12100 Mora Drive, Santa Fe Springs) during the month of May to celebrate Asian American, Native Hawaiian, and Pacific Islander Heritage Month.

INSURANCE

I will be purchasing insurance:

- ☐ Through the City of Santa Fe Springs
- (O) Other Soza Insurance Agency (all paperwork is due 45 days prior to event)

Insurance Company

1-100 Guests/No Alcohol - $90	101- 200 Guest- $128
1-100 Guests/Alcohol - $134	101-200 Guest/Alcohol - $233

CANCELLATIONS

Please cancel my event: Signed at: 2025-09-14 20:19:55 — 09/14/2025

Applicants Signature — Date

LIABILITY AND AUTHORIZATION

I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE AND ACCURATE. I HAVE CAREFULLY READ THE FACILITY RESERVATION POLICY AND USE POLICY, AND AGREE TO UPHOLD THE RULES AND REGULATIONS LISTED IN THE POLICY. I RELEASE, HOLD HARMLESS, AND AGREE NOT TO SUE CITY, INCLUDING PHOTOGRAPHY / VIDEO RELEASE, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THE CITY RESERVES THE RIGHT TO CHANGE, OR CANCEL ANY RESERVATION, AT ANY TIME, RESULTING FROM CITY ACTIVITY AND/OR MAINTENANCE.

APPLICANT SIGNATURE

I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statements will result in the denial of the fee waiver request and may result in the revocation of the facility or park use.

Signed at: 2025-09-14 20:19:55 — 09-14-2025

Applicant Signature — Date

STAFF USE ONLY

Application Received By: Kevin Sanchez-Reyes Date: 09/16/2025

Fees Waived: $15,525 Required Fees: $2,910

Fee Waiver Status: ☐ Approved ☐ Denied ☐ Conditional

Approved By: _____ Date: _____

FEE WAIVER

The City of Santa Fe Springs recognizes and appreciates the value of partnering with other agencies and organizations to provide services that benefit the community and its residents. In an effort to provide support to organizations, the City of Santa Fe Springs has established a Fee Waiver Policy for determining when fees may be waived.

SECTION 1 - FEE WAIVER PROCESS

Fees established by the City of Santa Fe Springs for the use of City parks and facilities my be waived by the Director of Parks & Recreation if the applicant submits a fee waiver application and meets the defined criteria within this policy.

a. A Fee Waiver application must be submitted no later than 30 days prior to the date of the event.
b. Approval of the fee waiver does not relieve the applicant/organization of the obligations to comply with all other permit requirements, including but not limited to liability insurance, health permits, ABC License, deposit, etc.

FEES

The following list defines the established fees that can and cannot be waived.

Fees and costs that may be eligible for the waiver:

a. Park and/or Facility use/rental fees (except for Heritage Park and Clarke Estate)

Fees and costs that are NOT eligible to be waived:

a. Staffing or labor
b. Insurance
c. Refuse costs
d. Custodial Costs
e. Maintenance costs
f. Other City Department Charges

FEE WAIVER ELIGIBILITY

The Department of Parks & Recreation Services recognizes the value that organizations/agencies play in providing benefits to the community and Santa Fe Springs residents. Fees may be waived for organizations/agencies if the following criteria are met:

Tier 1 Criteria

a. A non-profit organization or association that is headquartered the Santa Fe Springs, verified through their Tax Identification Number. Such organizations shall be organized and exist in the City for a minimum of one year (1) prior to the event.

b. The organization must have as their sole purpose to benefit the City or a particular City Department or service.

c. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

Tier II Criteria

Organizations/agencies that do not meet the criteria under Tier I may still qualify if they are able to meet **all** criteria in Tier II.

a. The event or program is consistent with the City or the City Department's mission, values, and objectives.
b. The program or event provides a valuable and definable benefit to the Santa Fe Springs community; including but limit to youth programs and events.
c. The proposed event or program will have no negative impact on the existing facility/park or cause the need for increased maintenance; and will not displace any existing City programs or reservations.
d. There is no evidence of previous violations of any permits previously issued to applicant or organization.

APPEAL PROCESS FOR DENIAL OF FEE WAIVER APPLICAITON

An applicant may appeal the initial ruling by the Director of Parks & Recreation to the City Manager as follows:

a. The appeal shall be made in writing a (letter or email) to the Director of Parks & Recreation within ten (10) calendar days following the fee waiver denial.
b. Upon receipt of the written appeal, the Director of Parks & Recreation will promptly notify the City Manager and provide all fee waiver application documents for review. A decision will be made within ten (10) calendar days of the appeal by the City Manager.

If the appeal to the City Manager is denied, the applicant may file a final appeal to the Santa Fe Springs City Council.

a. The final appeal shall be filed with the City Clerk within five (5) calendar days following the the decision of the City Manager.
b. Upon receipt of the final appeal, the City Clerk shall promptly notify the Department of Parks & Recreation and set the date for the City Council hearing at the next available council meeting.
c. Upon confirmation of the City Council hearing date, the City Clerk will notify the applicant of the meeting date.
d. After the hearing by the City Council, the Council may affirm, modify, or overrule the decision or action to the City Manager, but any action taken by the City Council requires a majority vote. If the City Council fails to obtain the requisite votes to affirm, modify or overrule, the decision of the City Manager shall stand.

CITY OF SANTA FE SPRINGS

FEE WAIVER

SECTION 2 - CONTINUAL PARK AND FACILITY USE

Organizations may utilize City parks and facilities for continual use if specific criteria are met. Organizations must meet eligibility requirements and the continual use of City parks and facilities require a reduced fee of $30 per day (fees subject to change), per use. The application period is renewed every January and July.

Eligibility

1. A non-profit organization or association that is headquartered in Santa Fe Springs, verified verified through their Tax Identification Number.
    a. Such organization shall be organized and exist in the City for a minimum of one year (1) year prior to the event.
    b. The organization must have as their sole purpose to benefit the City or a particular City department or service.
2. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.

Criteria

1. The Continual Use Application deadline is June 1 and December 1 of each year. Organizations must submit a completed application in order to request the use of City parks or facilities. Applications are required every 6 months, even if your use had been previously granted. Notification of the application status will be provided no later than June 20 and December 20 of each year.
2. A reduced park and facility use fee of $30 per use applies to year round continual use. This fee covers the use and upkeep of the parks and facilities.
3. Year Round Continual Use fees only apply to usage of parks or facilities during normal operating hours. If the requested use falls outside of operating hours, the organization is responsible for the staffing fees to open, oversee, and close the park or facility.
4. Renter shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 genera aggregate, for bodily injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
5. The maximum time allowed for per day use is 2 hours, to include set-up and clean-up times. An organization that provides Department approved community services may get the daily use fee waived. Prior approval of the community services project must be obtained in order to qualify.

Heritage of Aloha Festival 2025
Park Layout aka Plot Plan

May 17th & May 18th

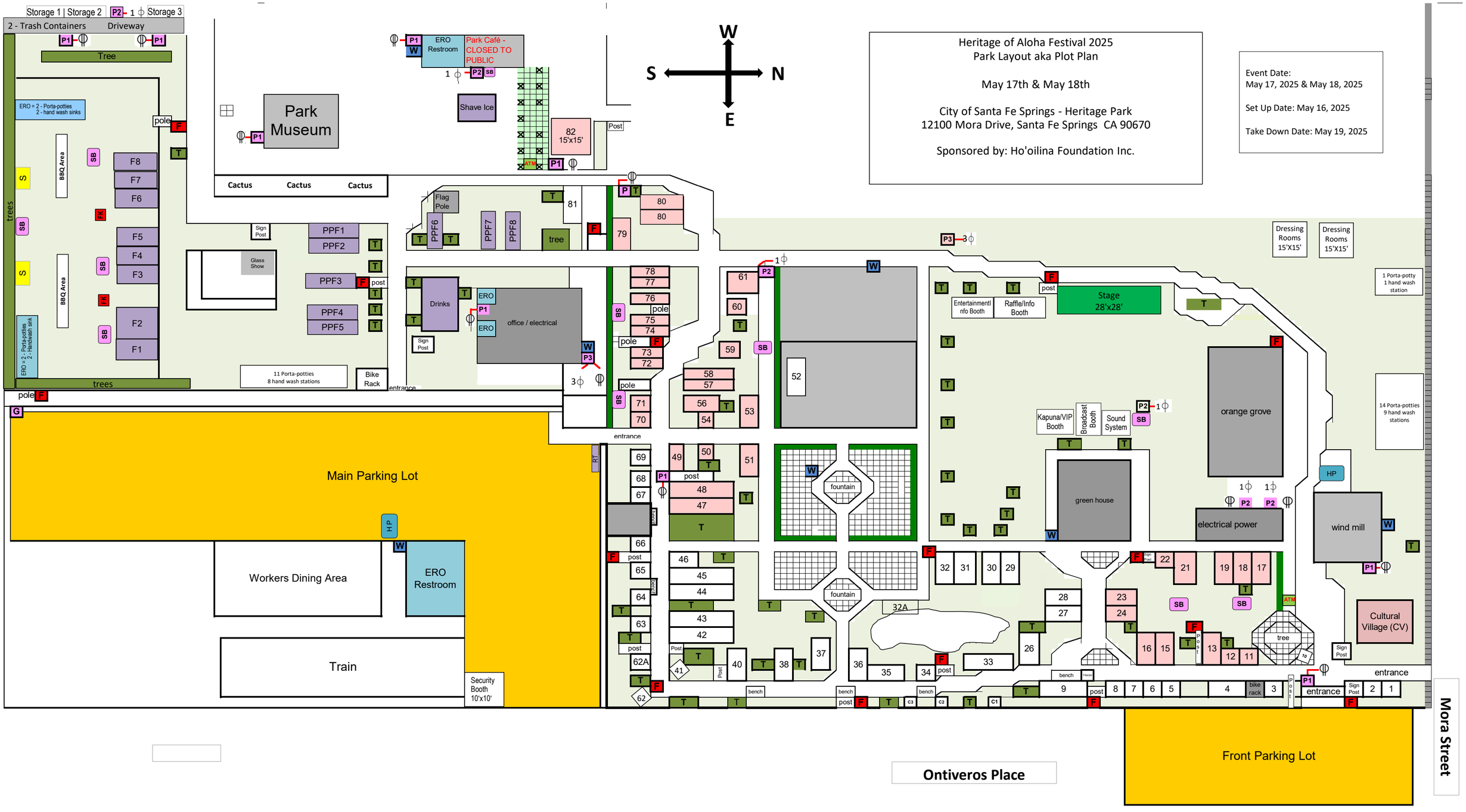
City of Santa Fe Springs - Heritage Park
12100 Mora Drive, Santa Fe Springs CA 90670

Sponsored by: Ho'oilina Foundation Inc.

Event Date:
May 17, 2025 & May 18, 2025

Set Up Date: May 16, 2025

Take Down Date: May 19, 2025



ITEM # 19

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **CALIFORNIA STATE LIBRARY GRANT AWARD FOR THE SANTA FE SPRINGS CITY LIBRARY ZIP BOOKS PROJECT**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Accept the California State Library's Zip Books Grant Award in the amount of $2,448 for the Santa Fe Springs City Library; and

2) Authorize the Director of Community Services to execute the grant agreement; and

3) Approve the deposit of $2,448 in grant funds into the Library & Cultural Services Administration's State Grants/Subventions revenue account (No. 10105699-442000); and

4) Approve a corresponding increase of $2,448 in the Library & Cultural Services Administration's Books & Subscriptions expenditure account (No. 10105699-522000); and

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

FISCAL IMPACT

The Santa Fe Springs City Library has been awarded $2,448 in grant funds from the California State Library. These funds will be recorded in the State Grants/Subventions revenue account (No. 10105699-442000) and the Books & Subscriptions expenditure account (No. 10105699-522000). No matching funds are required.

BACKGROUND

The Library Development Services Bureau of the California State Library administers state and federal grant awards. On September 2, 2025, the City was notified that the Santa Fe Springs City Library had been selected to receive $2,448 through the Zip Books Grant program.

ANALYSIS

The Zip Books Grant allows the Library to expand its collection and provide resources requested by patrons that are not already available. Using the funds, Library staff may purchase requested materials through Amazon and have them shipped directly to the patron. When returned, the materials are added to the Library's collection.

Participation in the Zip Books program ensures the Library can quickly respond to community interests while building a more diverse and up-to-date collection.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

If approved, the Director of Community Services will execute the grant agreement, and Library staff will complete and submit all necessary documentation to the California State Library to receive and use the awarded funds.

ATTACHMENT(S):

A. *Zip Books* Grant Agreement

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

8/15/2025

Ms. Deborah Raia ,Library Manager
SANTA FE SPRINGS CITY LIBRARY
11700 Telegraph Rd.
Santa Fe Springs,CA ,90670

In Process

Subject: Zip Books Project ZIP 25-77

Dear Ms. Deborah Raia:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of $2448 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team
Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

9/2/2025

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Jessica Magallanes, jessicamagallanes@santafesprings.gov

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229



STATE FUNDED GRANTS
AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

TABLE OF CONTENTS

PROJECT SUMMARY 2
PROCEDURES AND REQUIREMENTS
A. Term of the Agreement 3
B. Scope of Work 3
C. Budget Detail 4
D. Narrative and Financial Reports 4
E. Claim Form and Payment 5

EXHIBIT A: TERMS AND CONDITIONS 7

EXHIBIT B: CERTIFICATION AND COMPLIANCE FORM 25
Certification 29

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES 31

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and SANTA FE SPRINGS CITY LIBRARY for the Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-77

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and SANTA FE SPRINGS CITY LIBRARY, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded Zip Books project.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of $2448 through the process adopted by the State Library in administering such grants.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31,2025	1st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2nd Financial Program Report Due	May 31, 2026
May 01, 2026 – Project End August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

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

In Process

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

EXHIBIT A: TERMS and CONDITIONS

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

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

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

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

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

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

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

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

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

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

SANTA FE SPRINGS CITY LIBRARY
Ms. Deborah Raia
11700 Telegraph Rd.
Santa Fe Springs,CA ,90670
562-868-7738 Ext. 7814
deborahraia@santafesprings.gov

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

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

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

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

purchased with grant funds on a California State Library website for public access and viewing.

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

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

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

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

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

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

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

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

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

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

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

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

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

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

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

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

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

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

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

In Process

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $2448 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

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

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

In Process

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.
Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

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

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

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

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

In Process

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

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

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

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

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

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 2448 upon execution of the agreement and submission of claim by the grantee organization.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

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

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

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

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

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

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

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

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

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $ 2448. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

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

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

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

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

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

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

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

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

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

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

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

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**

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

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

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

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

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Deborah Raia	**Title**:
Email:deborahraia@santafesprings.org	**Phone**:
Signature:	**Date**:

In Process

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHROIZED REPRESENTATIVE	
Signature:	**Date**:
Printed Name of Person Signing:	**Title**:
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50984C41C416...	**Date**: 9/2/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

In Process

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA STATE LIBRARY

EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

In Process

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.



April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

In Process

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #:	ZIP 25-77	**Date:**	
Invoice #:	ZIP 25-77-01	**PO #:**	
Payee Name:	Santa Fe Springs City Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$2,448 (Payable Upon Execution of Agreement)	**Type of Payment:**	☐ PROGRESS
Grantee Name:	Santa Fe Springs City Library (Name on Award Letter and Agreement)		☐ FINAL ☒ IN FULL
Project Title:	Zip Books Project		☐ AUGMENT
	For Period From: upon execution to end of grant period		

In Process

CERTIFICATION

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

By

_____
(Signature of the Authorized Representative)

Deborah Raia
(Print Name)

_____
(Title)

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

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form
Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

PAYEE DATA RECORD

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

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

Docusign Envelope ID: 7FC52E42-28A0-4F6C-8771-4BC54066F229

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ITEM # 20

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **ART IN PUBLIC PLACES FY 2025-26 ART EDUCATION GRANT REVISED PROGRAM AWARDS**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the FY 2025-26 award distribution of an additional $4,972.30, for a total of $71,883.75, as recommended by the Heritage Arts Advisory Committee (HAAC), to fund the Art Education Grant Program recipients; and

2) Authorize the allocation of an additional $1,883.75 to the Public Art & Art Education Program – Contribution/Art Education Grants account (No. 10511001-593000) for Fiscal Year 2025-26; and

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

FISCAL IMPACT

The Public Art & Art Education Program Activity (No. 10511001) is fully funded by developers' fees through the Art in Public Places Special Fund (No. 2510). FY 2025–26 grant awards are disbursed from the Public Art & Art Education Program – Contribution/Art Education Grants account (No. 10511001-593000).

A total of $70,000 was budgeted for art grants in FY 2025–26. With the late addition of one eligible application for $4,972.30, the revised award total is $71,883.75. Staff requests Council authorization for an additional allocation of $1,883.75 to cover the full cost of the recommended awards. Sufficient funding exists in the Art in Public Places Special Fund (No. 2510) to accommodate this request.
There is no General Fund impact.

BACKGROUND

For over 30 years, the City's Heritage Artwork in Public Places Program has supported art education in local schools through the Art Education Grant Program. This initiative provides financial support to K–12 schools serving Santa Fe Springs residents, enabling projects that foster age-appropriate art education experiences. Funded projects culminate in student exhibitions, performances, demonstrations, or art-related field trips, enriching both students and the community.

In Fiscal Year 2024–25, the City awarded a record $69,992.50 to 29 local schools, reflecting both growing interest in the program and rising supply costs.

Grant recipients are required to submit a final report by May of the academic year, detailing the use of funds and providing supporting documentation. Any unspent funds must be returned to the City upon approval of the final report. To date, all unexpended funds from previous years have been returned in accordance with program requirements.

ANALYSIS

Applications for the 2025–26 school year were distributed to local school staff in early 2025 and due June 15, 2025. A record 30 applications were received.

On July 29, 2025, the Heritage Arts Advisory Committee (HAAC) convened a special meeting to review the submissions. At that time, the Committee recommended City Council approval of funding for 28 of the 30 applicants, totaling $66,911.45 (see Attachment A). Two applications were not recommended due to an improperly itemized budget and a missing principal's signature.

Subsequently, staff realized that one eligible application, requesting $4,972.30, had been inadvertently omitted from the original review packet due to staff error. The corrected total number of grant applications received is 31.To address this oversight, the HAAC convened another special meeting on September 30, 2025, and voted to recommend full approval of the request.

With the addition of this grant, the revised total recommendation for FY 2025–26 art grant awards is $71,883.75 (see Attachment B).

In accordance with program guidelines, only eligible expenses are recommended. Ineligible items such as contracted printing services, pre-made costumes, and non-art tools/supplies were excluded from funding.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Upon City Council approval, City staff will coordinate with the Finance Department to process and disburse the additional grant award to the approved Art Education Grant recipient for the 2025–26 school year.

ATTACHMENT(S):

A. 2025-2026 Art Education Grant Applications List
B. 2025-2026 Art Education Revised Grant Applications List

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

NO.	DATE RECEIVED	SCHOOL NAME	APPLICANT NAME	TITLE OF GRANT	GRADES / NO. OF YOUTH / PER STUDENT	GRANT AMOUNT REQUESTED	HAAC RECOMMENDED/ APPROVED	COMMENTS ON APPLICATION
A	6.13.25	**Cresson Elementary School**	Erin Dunroe	Addressing Mental Health Through Art	4-5th grades / 65 students / $73.84	$4,800.00	$4,800.00	Approved
						$4,800.00	**$4,800.00**	
B	6.13.25	**Jersey Avenue Elementary School**	Margaret Gomez	Folklorico Dance Program	K-5th grades/ 65 students / $76.92	$5,000.00	$4,250.00	Approved - T-shirts not approved.
C	6.13.25	**Jersey Avenue Elementary School**	Heather Norris	Garden Art & Art Parent Night	TK-5th grades / 60 students / $42.00	$2,520.00	$620.00	Approved - Parent cost not allowed, supplies not approved as not itemized properly.
					TOTAL:	**$7,520.00**	**$4,870.00**	
D	6.10.25	**Lake Center Middle School**	Amy Jordan	Field Trip	6-8th grades / 184 students / $24.03	$4,420.00	$4,420.00	Approved
E	6.3.25	**Lake Center Middle School**	Susie Luu	Painting with Ceramics	6th grade / 118 students / $38.29	$4,518.00	$4,248.00	Aproved - Delivery fee not approved
F	6.2.25	**Lake Center Middle School**	Sabrina Ireland	Art Through the Seasons	6th grade / 198 students / $23.00	$4,554.00	$4,554.00	Approved
G	6.12.25	**Lake Center Middle School**	Jennifer Conforti	Mosaic Tile Coaster	8th grade / 132 students / $23.79	$3,140.42	$2,980.42	Approved - Sub teacher not approved
					TOTAL:	**$16,632.42**	**$16,202.42**	
H	6.13.25	**Lakeland Elementary School**	Georgette Ballerez-Manohorathat	Folklorico at Lakeland Elementary	K-5th grades / 40 students / $112.00	$4,480.00	$2,688.00	Approved - Costumes not allowed
						$4,480.00	**$2,688.00**	
I	6.13.25	**Lakeview Elementary School**	Ruby Dominguez	Take 2 Drama Club & Visual & Perf. Arts	K-5th grades / 150 students / $33.33	$5,000.00	$3,791.50	
J	6.13.25	**Lakeview Elementary School**	Susana Carranza	Second Grade Art Program	2nd grade / 75 students / $43.45	$3,259.00	NA	Rejected-Incorrect itemized budget and revised itemization submitted late
K	6.10.25	**Lakeview Elementary School**	Nicole Baski	Art in Primary! (Special Education Prgm.)	TK-5th grades / 20 students / $43.15	$862.98	$862.98	Approved
L	5.19.25	**Lakeview Elementary School**	Raquel Ponce	TK Indoor / Outdoor Creations	TK grade / 40 students / $123.13	$4,925.10	$1,451.41	Approved - Several items not approved per guidelines
M	6.10.25	**Lakeview Elementary School**	Kelly Love	Meet the Masters	K-5th grades / 440 students / $7.25	$3,189.76	$3,189.76	Approved
					TOTAL:	**$17,236.84**	**$9,295.65**	
N	6.13.25	**Rancho Santa Gertrudes Elem. School**	Alysia Odipo	Rancho Santa Gertrudes Elem. Art Initiative	TK-5th grades / 318 students / $15.72	$5,000.00	$667.50	Approved - Several items not approved per guidelines
					TOTAL:	**$5,000.00**	**$667.50**	
O	6.10.25	**Santa Fe High School**	Terry Dawson	Band & Mariachi Sheet Musice & Guest Artist	9-12th grades / 90 students / $27.78	$2,500.00	$2,500.00	Approved
P	6.11.25	**Santa Fe High School**	Giao Nguyen	Under the Sea	9-12th grades / 150 students / $31.31	$4,696.13	$4,237.62	Approved - Several items not approved per guidelines
Q	6.13.25	**Santa Fe High School**	Jessica Guiragossian	Under the Sea: Fish, Fashion, & Fantasy	9-12th grades / 175 students / $28.50	$4,987.07	$4,899.47	Approved - Several items not approved per guidelines
					TOTAL:	**$12,183.20**	**$11,637.09**	
R	5.15.25	**Santa Fe Springs Christian School**	Cindy Jarvis	Art Master Legacy Series 2	K-8th grades / 150 students / $40.60	$6,089.12	$5,000.00	Approved
S	5.15.25	**Santa Fe Springs Christian School**	Andrea Neely	Kindergarten Art Projects	K grade / 15 students / $10.29	$154.40	$154.40	Approved
T	5.15.25	**Santa Fe Springs Christian School**	Danielle Michaels	First Grade Art Supplies	1st grade / 17 students / $7.68	$130.62	$130.62	Approved
U	5.15.25	**Santa Fe Springs Christian School**	Shinar Lumahan	Dinosaurs and Masks	2nd grade / 12 students / $16.54	$198.48	$198.48	Approved
V	5.15.25	**Santa Fe Springs Christian School**	Lori Chronister	Social Studies Projects (incl. holidays)	3rd grade / 24 students / $9.25	$221.96	$221.96	Approved
W	5.15.25	**Santa Fe Springs Christian School**	Marie Gomez	4th Grade Art Grant	4th grade / 15 students / $13.36	$200.43	$200.43	Approved
X	5.15.25	**Santa Fe Springs Christian School**	Natalia Reynoso	Revolutionary War Project	5th grade / 25 students /$12.42	$310.46	$310.46	Approved
Y	5.15.25	**Santa Fe Springs Christian School**	Adriana Stanphill	Places in our World	6-8th grades / 50 students / $5.90	$294.91	$294.91	Approved
Z	5.15.25	**Santa Fe Springs Christian School**	Sharon Powell	Walk Through the Ancient World	6-7th grades / 26 stduents / $22.50	$585.00	$585.00	Approved
AA	5.15.25	**Santa Fe Springs Christian School**	Jennifer Senglaub	Jr. High Performing Arts	6-8th grades / 25 students / $14.80	$370.08	$370.08	Approved
					TOTAL:	**$8,555.46**	**$7,466.34**	Approved
BB	6.11.25	**St. Paul High School**	Ashwin Mitchell	From Studoi Saint Paul	9-12th grades / 120 students / $41.64	$4,997.27	$4,466.87	Approved - No Printing Allowed
CC	6.13.25	**St. Paul High School**	Ashley Lynch	Rhythm in Motion: Elevating HS Dance Ed.	9-12th grades / 25 students / $40.27	$1,006.75	NA	Rejected - Not signed by Principal
					TOTAL:	**$6,004.02**	**$4,466.87**	
DD	5.27.25	**St. Pius X Parish School**	Yessica Chacon	Meet the Masters	K-8th grades / 155 students / $31.08	$4,817.58	$4,817.58	Approved
					TOTAL:	**$4,817.58**	**$4,817.58**	
							Total Awarded:	
		TOTAL NO. OF APPLICATIONS RECEIVED:	**30**		**TOTAL GRANT FUNDS REQUESTED:**	**$87,229.52**	**$66,911.45**	

Attachment A - 2025-2026 Art Education Grant Applications List

NO.	DATE RECEIVED	SCHOOL NAME	APPLICANT NAME	TITLE OF GRANT	GRADES / NO. OF YOUTH / PER STUDENT	GRANT AMOUNT REQUESTED	HAAC RECOMMENDED/ APPROVED	COMMENTS ON APPLICATION
A	6.13.25	**Cresson Elementary School**	Erin Dunroe	Addressing Mental Health Through Art	4-5th grades / 65 students / $73.84	$4,800.00	$4,800.00	Approved
						$4,800.00	**$4,800.00**	
B	6.13.25	**Jersey Avenue Elementary School**	Margaret Gomez	Folklorico Dance Program	K-5th grades/ 65 students / $76.92	$5,000.00	$4,250.00	Approved - T-shirts not approved.
C	6.13.25	**Jersey Avenue Elementary School**	Heather Norris	Garden Art & Art Parent Night	TK-5th grades / 60 students / $42.00	$2,520.00	$620.00	Approved - Parent cost not allowed, supplies not approved as not itemized properly.
					TOTAL:	**$7,520.00**	**$4,870.00**	
D	6.10.25	**Lake Center Middle School**	Amy Jordan	Field Trip	6-8th grades / 184 students / $24.03	$4,420.00	$4,420.00	Approved
E	6.3.25	**Lake Center Middle School**	Susie Luu	Painting with Ceramics	6th grade / 118 students / $38.29	$4,518.00	$4,248.00	Aproved - Delivery fee not approved
F	6.2.25	**Lake Center Middle School**	Sabrina Ireland	Art Through the Seasons	6th grade / 198 students / $23.00	$4,554.00	$4,554.00	Approved
G	6.12.25	**Lake Center Middle School**	Jennifer Conforti	Mosaic Tile Coaster	8th grade / 132 students / $23.79	$3,140.42	$2,980.42	Approved - Sub teacher not approved
					TOTAL:	**$16,632.42**	**$16,202.42**	
H	6.13.25	**Lakeland Elementary School**	Georgette Balderrez-Manohorathat	Folklorico at Lakeland Elementary	K-5th grades / 40 students / $112.00	$4,480.00	$2,688.00	Approved - Costumes not allowed
						$4,480.00	**$2,688.00**	
I	6.13.25	**Lakeview Elementary School**	Ruby Dominguez	Take 2 Drama Club & Visual & Perf. Arts	K-5th grades / 150 students / $33.33	$5,000.00	$3,791.50	
J	6.13.25	**Lakeview Elementary School**	Susana Carranza	Second Grade Art Program	2nd grade / 75 students / $43.45	$3,259.00	NA	Rejected-Incorrect itemized budget and revised itemization submitted late
K	6.10.25	**Lakeview Elementary School**	Nicole Baski	Art in Primary! (Special Education Prgm.)	TK-5th grades / 20 students / $43.15	$862.98	$862.98	Approved
L	5.19.25	**Lakeview Elementary School**	Raquel Ponce	TK Indoor / Outdoor Creations	TK grade / 40 students / $123.13	$4,925.10	$1,451.41	Approved - Several items not approved per guidelines
M	6.10.25	**Lakeview Elementary School**	Kelly Love	Meet the Masters	K-5th grades / 440 students / $7.25	$3,189.76	$3,189.76	Approved
					TOTAL:	**$17,236.84**	**$9,295.65**	
N	6.13.25	**Rancho Santa Gertrudes Elem. School**	Alysia Odipo	Rancho Santa Gertrudes Elem. Art Initiative	TK-5th grades / 318 students / $15.72	$5,000.00	$667.50	Approved - Several items not approved per guidelines
					TOTAL:	**$5,000.00**	**$667.50**	
O	6.10.25	**Santa Fe High School**	Terry Dawson	Band & Mariachi Sheet Musice & Guest Artist	9-12th grades / 90 students / $27.78	$2,500.00	$2,500.00	Approved
P	6.11.25	**Santa Fe High School**	Giao Nguyen	Under the Sea	9-12th grades / 150 students / $31.31	$4,696.13	$4,237.62	Approved - Several items not approved per guidelines
Q	6.13.25	**Santa Fe High School**	Jessica Guiragossian	Under the Sea: Fish, Fashion, & Fantasy	9-12th grades / 175 students / $28.50	$4,987.07	$4,899.47	Approved - Several items not approved per guidelines
Q1	6.13.25	**Santa Fe High School**	Jenny Sedo	Under the Sea	9-12th grades / 200 students / $24.86	$4,972.30	$4,972.30	Approved
					TOTAL:	**$17,155.50**	**$16,609.39**	
R	5.15.25	**Santa Fe Springs Christian School**	Cindy Jarvis	Art Master Legacy Series 2	K-8th grades / 150 students / $40.60	$6,089.12	$5,000.00	Approved
S	5.15.25	**Santa Fe Springs Christian School**	Andrea Neely	Kindergarten Art Projects	K grade / 15 students / $10.29	$154.40	$154.40	Approved
T	5.15.25	**Santa Fe Springs Christian School**	Danielle Michaels	First Grade Art Supplies	1st grade / 17 students / $7.68	$130.62	$130.62	Approved
U	5.15.25	**Santa Fe Springs Christian School**	Shinar Lumahan	Dinosaurs and Masks	2nd grade / 12 students / $16.54	$198.48	$198.48	Approved
V	5.15.25	**Santa Fe Springs Christian School**	Lori Chronister	Social Studies Projects (incl. holidays)	3rd grade / 24 students / $9.25	$221.96	$221.96	Approved
W	5.15.25	**Santa Fe Springs Christian School**	Marie Gomez	4th Grade Art Grant	4th grade / 15 students / $13.36	$200.43	$200.43	Approved
X	5.15.25	**Santa Fe Springs Christian School**	Natalia Reynoso	Revolutionary War Project	5th grade / 25 students /$12.42	$310.46	$310.46	Approved
Y	5.15.25	**Santa Fe Springs Christian School**	Adriana Stanphill	Places in our World	6-8th grades / 50 students / $5.90	$294.91	$294.91	Approved
Z	5.15.25	**Santa Fe Springs Christian School**	Sharon Powell	Walk Through the Ancient World	6-7th grades / 26 stduents / $22.50	$585.00	$585.00	Approved
AA	5.15.25	**Santa Fe Springs Christian School**	Jennifer Senglaub	Jr. High Performing Arts	6-8th grades / 25 students / $14.80	$370.08	$370.08	Approved
					TOTAL:	**$8,555.46**	**$7,466.34**	Approved
BB	6.11.25	**St. Paul High School**	Ashwin Mitchell	From Studoi Saint Paul	9-12th grades / 120 students / $41.64	$4,997.27	$4,466.87	Approved - No Printing Allowed
CC	6.13.25	**St. Paul High School**	Ashley Lynch	Rhythm in Motion: Elevating HS Dance Ed.	9-12th grades / 25 students / $40.27	$1,006.75	NA	Rejected - Not signed by Principal
					TOTAL:	**$6,004.02**	**$4,466.87**	
DD	5.27.25	**St. Pius X Parish School**	Yessica Chacon	Meet the Masters	K-8th grades / 155 students / $31.08	$4,817.58	$4,817.58	Approved
					TOTAL:	**$4,817.58**	**$4,817.58**	
							Total Awarded:	
		TOTAL NO. OF APPLICATIONS RECEIVED:	**31**		**TOTAL GRANT FUNDS REQUESTED:**	**$92,201.82**	**$71,883.75**	

ITEM # 21

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Maricela Balderas, Director of Community Services

SUBJECT: **CITY COMMUNITY GUIDE AND NEWSLETTER GRAPHIC DESIGN SERVICES REQUEST FOR PROPOSAL**

DATE: October 7, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the issuance of a Request for Proposals (RFP) for professional graphic design services for the City's Community Guide and Newsletter; and

2) Authorize the City Manager to execute a three (3) year agreement, with the option to extend for two (2) additional one-year terms, with the selected vendor in a form approved by the City Attorney; and

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

FISCAL IMPACT

The proposed contract will be structured as a three-year agreement with the option for two one-year extensions. While the City's current vendor charges approximately $33,000 annually for design services, these costs do not include online hosting. Staff believe that by reducing the number of Community Guide publications and seeking competitive proposals through an RFP process, the City will be able to expand services, add digital publishing, and still maintain costs under $33,000 per year.

Funding for these services is included in the Community Services Department's operating budget under Administration Contractual Services (Account No. 10105199-542050). Funds for these services will continue to be included in future proposed budgets for City Council approval.

BACKGROUND

The City currently contracts with Simpson Advertising, Inc., which has supported the City since 1973 and has provided design services for the Community Guide and City Newsletter for more than a decade. Over the years, Simpson Advertising has been an important partner in producing high-quality publications that promote City programs and services to the community. However, the firm will retire in December 2025, and in anticipation of this transition, staff is requesting authorization to issue an RFP to secure a new vendor beginning in December 2025.

The new contract will cover design and layout of both publications, along with hosting interactive digital versions on a web-based platform. This platform will allow residents to "flip" through pages online and click links that connect directly to the City's ActiveNet system to register for classes and activities.

ANALYSIS

To improve efficiency and communication with the community, staff are proposing changes to both the Community Guide and the City Newsletter. Beginning in 2026, the Community Guide will be produced three times per year rather than four, with each issue covering four months. This adjustment will align the guide with seasonal programming, allow information to reach the community earlier, and provide staff with additional time to prepare high-quality content. Reducing the number of issues will also help lower printing costs, streamline production schedules, and create a more sustainable and manageable workload for staff. In addition, the new vendor will redesign the publication to reflect the City's updated branding, resulting in a more cohesive and professional look.

The City Newsletter will also transition to a new publishing schedule. Instead of being issued in March/April, June/July, and September/October, future editions will be released in April/May, August/September, and December/January. This revised schedule will better complement the release of the Community Guide, ensuring that information is communicated to residents on a more balanced and staggered basis throughout the year. This alignment will strengthen the City's overall messaging strategy, provide residents with more timely updates, and improve coordination of community-wide announcements.

A key feature of the new contract is the requirement for the vendor to host both the Community Guide and the Newsletter on an interactive digital publishing platform. This format will allow residents to view publications online, flip through pages as if they were reading a printed booklet, and access embedded links that connect directly to the City's registration system and other online resources. This enhancement will make the publications more engaging, accessible, and mobile-friendly, while supporting the City's sustainability goals by reducing the reliance on printed copies. It will also allow for greater reach, as residents can share digital versions more easily with family and friends.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

The proposed changes will modernize the City's communication tools, enhance branding, improve access to programs and services, and create greater efficiency in production. Staff recommend authorization to release the RFP and to authorize the City Manager to execute an agreement with the selected vendor.

ATTACHMENT(S):

A. Proposed Graphic Design Services RFP 26-5

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

REQUEST FOR PROPOSALS
No. 26 - 5

Community Guide &
Newsletter Graphic Design Services

Issue Date: Wednesday, October 8, 2025
Questions Due Date: Tuesday, October 21, 2025, at 2 PM Pacific
Proposal Due Date: Thursday, November 6, 2025, at 2 PM Pacific

DRAFT

(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

October 8, 2025

PROJECT

Community Guide & Newsletter Graphic Design Services

PROPOSAL OWNER

City of Santa Fe Springs – Community Services
9255 Pioneer Boulevard
Santa Fe Springs, CA 90670
Attn: Kaili Torres, Community Services Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: kailitorres@santafesprings.gov

PROPOSAL CONTACT

City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, October 23, 2025, at 2 PM Pacific**.

Proposals must be submitted by **Thursday, November 6, 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/134154

DRAFT

CONTENTS

I. **Notice Inviting Proposals** 5
II. **About the City of Santa Fe Springs** 5
III. **Timeline** 6
IV. **Scope of Work/Services** 6
V. **Proposal Submittal** 10
VI. **Proposal Content and Format** 10
VII. **Evaluation Criteria** 12
VIII. **Proposal Protests** 13
IX. **Execution of Agreement** 14
X. **Insurance Requirements** 14
XI. **Business License Requirements** 17
XII. **Use of Federal Funds** 17
XIII. **Non-Commitment of City** 18
XIV. **Labor Requirements** 18
XV. **Records** 19
XVI. **Use of Subcontractors** 19
XVII. **Modifications/Changes** 19
XVIII. **Disclosure of Information** 19
XIX. **Ex-Parte Communications** 19
XX. **General Rights of the City** 20

DRAFT

I. Notice Inviting Proposals

The City is seeking qualifications from professional architectural firms to provide conceptual site design and project plan review services in support of public and private development projects, as well as City capital initiatives. The selected firm(s) will assist the City with evaluating proposals, preparing site concepts, and ensuring that projects align with applicable regulations, community goals, and best practices in urban design.

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/134154

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

Questions must be submitted by Tuesday, October 21, 2025, at 2 PM Pacific.

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

Proposals must be submitted via PlanetBids by Thursday, November 6, 2025, at 2 PM Pacific. Responses to this RFP will be evaluated to determine the most qualified Proposer. Responses must adhere to the format and content described in the RFP.

The successful proposer will be required to enter into a Professional Services Agreement with the City for the project's duration. Final terms, including compensation and length of the agreement, are subject to City Council approval.

II. 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, communityal 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."

DRAFT

The guiding values are as follows:

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

III. Timeline

• Release RFP	**Wednesday, October 8, 2025**
• Online Q&A Deadline	**Tuesday, October 21, 2025, at 2 PM Pacific**
• Deadline to Submit Proposals	**Thurs., November 6, 2025, at 2 PM Pacific**
• City Review of Submissions	**Mid-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 services for the production of its community guide and printed newsletter, including graphic design and layout. The Vendor is also requested to host the publications on an interactive digital publishing platform (e.g., FlippingBook, Flipsnak, Issuu, etc.).

All proposals shall include turnkey pricing for all services requested. All pages are approximate, and the City reserves the right to reasonably increase or decrease the amounts and change specifications upon award.

The following are the general specifications of each.

Community Program Guide (Guide)

The Guide will be published three (3) times a year:

- Spring (February–May)
- Summer (June–September)
- Fall/Winter (October–January)

Each edition is 36–40 pages long and includes a full-color, four-page cover (front and back) as part of the total page count. All interior pages must also be in full color with photos.

The Guide will be:

- Printed and mailed to all residents
- Distributed at City facilities
- Posted on the City's website

DRAFT

A digital version is required for the City website. Additionally, vendors must host the Guide on an interactive digital publishing platform that links to the City's ActiveNet registration system. This ensures residents can easily view offerings and register for programs online.

Printed Newsletter (Newsletter)

The City newsletter is published three (3) times a year:

- April/May
- August/September
- December/January

Each issue includes both English and Spanish versions, totaling eight (8) pages (four (4) pages each). Newsletters are printed and mailed to all residents, with additional copies available at City facilities.

The City requires a full-color digital version to be posted on its website. Vendors are also asked to host the newsletter on an online digital publishing platform to provide residents with an easy-to-read, interactive format.

Specifications

A. Design

- Development and design of the Guide and Newsletter with new City branding, including design of branded masthead and template layout.
- Provision of up to three (3) successive proofs, provided in print and digitally, of the Guide and Newsletter beginning with the layout template per edition, prior to the Department approving the final version.
- The design will be done using Adobe, and all proofs and artwork will be submitted electronically in a high-resolution press-quality PDF. File transfers to and from the Vendor should be done via a web upload platform provided by the Vendor.

B. Formatting

Santa Fe Springs staff will supply text in Microsoft Word—rough text copy to start approximately ten (10) weeks before delivery of the Guide and approximately eight (8) weeks before delivery of the Newsletter. Rough text pages will not be formatted, and e-mailed addendums may exist. Formatting, graphics, layouts, etc., will be the Vendor's responsibility.

C. Stock Photos

The Graphic Designer must have a selection of stock photos and art available for use at no extra cost. The selection of stock photos and art includes stock photos and art for all projects plus additional photos upon request to add to the Department's photo library at no extra cost.

DRAFT

Santa Fe Springs is a safe, welcoming, and inclusive City. Diversity in the use of photos and art is vital. If there is an additional cost, please note that in your pricing. Staff will provide digital photos for some programs to incorporate into the Guide. Photos may be black-and-white and/or color images as needed.

D. Property

The successful vendor/bidder shall agree that all work product produced under the agreement, included but not limited to stock photographs, designs, graphic work, printed materials, and similar marketing material provided to the City during and upon completion of the project, shall be the property of the City, and ownership of said work product shall be retained by the City at all times. The successful vendor/bidder may take and retain copies of such written products as desired, but no such products shall be the subject of a copyright application by the successful vendor/bidder.

Similarly, the successful vendor/bidder shall agree that all (non-proprietary) data, documents, discussions, or other information developed or received by the vendor/bidder or provided for performance of the project are deemed confidential and shall not be disclosed by the successful vendor/bidder without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Finally, the successful vendor/bidder shall agree that all such written products shall be returned to the City upon the termination or expiration of the project.

E. Proofs

In order to ensure quality and conformance with standards, the Vendor shall be required to provide a digital high-resolution color press-quality PDF proof.

F. Turnaround Time

Time is of the essence when meeting delivery dates. Once the City provides final approval, the Vendor has one (1) business day to provide the printer the final high-resolution press-quality digital version.

Please note that the first edition of the Spring Community Guide has a shorter and very limited timeline. The City's new logo may also not be available until mid-December. The Vendor must be able to complete it on time, with shorter turnaround periods, and within budget.

DRAFT

SAMPLE PROJECT TIMELINE – Recreation Guide

Sample 2026 Season Schedule **Season**	**Covers**	**Content to Designer**	**Last Date of Changes submitted to Vendor**	**Delivered to Printer**
Spring	Feb-May	November 24, 2025	January 12, 2026	January 19, 2026
Summer	June - September	March 2, 2026	May 4, 2026	May 11, 2026
Fall/Winter	October - January	July 6, 2026	September 8, 2026	September 14, 2026

SAMPLE PROJECT TIMELINE – Newsletter

Sample 2026 Season Schedule **Season**	**Covers**	**Content to Designer**	**Last Date of Changes submitted to Vendor**	**Delivered to Printer**
Spring	April-May	January 21, 2026	Early March 2026	March 18, 2026
Summer	August-September	May 20, 2026	Early July 2026	July 15, 2026
Fall/Winter	December-January	September 16, 2026	Early November 2026	November 11, 2026

Failure to deliver the finished product to the printer in an acceptable form within the required period will result in the City's right to cancel the contract.

G. General Specifications

Community Guide

PAPER SIZE
8 3/8" x 10 3/4" Finished

EDITIONS
3 editions per year (February – May, June – September, and October – January)

PAGES
36-40 full color pages per edition with self-cover per edition

Printed Newsletter

PAPER SIZE
11” x 17” Finished

EDITIONS
Three (3) editions per year (April/May, August/September, and December/January)

PAGES
Eight (8) (4 English / 4 Spanish) full color pages per edition, Tabloid Size Nested, collated and folded to 8.5” x 11”

H. Additional Services

In addition to the services mentioned above, the City may request additional assistance related to the items identified in this request. The City understands that these services may incur an additional cost. The other services that may be requested include, but are not limited to:

- Graphic Design services are available per hour on an as-needed basis.

V. Proposal Submittal

Please *see* ***Section VI – Proposal Content and Format*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Proposers planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VI. Proposal Content and Format

Proposal Content
Proposers shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. **Cover Letter** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort. Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully and technologies you employ. Also, describe what information you would expect the City to supply.

DRAFT

B. **Relevant Experience** – Please include a brief statement of relevant experience within the last three (3) years.

   Please also include three (3) references (See Attachment A).

C. **Cost Proposal** – Prospective vendors should provide their pricing using the "Line Items" tab PlanetBids. In addition, vendors may create a section which details their pricing in the proposal. Vendors are asked to review and double check the amounts to ensure accuracy.

   Rates for Additional Services: If it should become necessary for the City to request the successful Vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Vendor. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

D. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables.

E. Work Samples

Please provide two (2) digital samples of community guides your business has produced in the last three (3) years.

Please provide two (2) digital samples of newsletters or other publications your business has produced in the last three (3) years.

F. **Conflict of Interest Statement** - The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Vendor does not have any such conflicts, a statement declaring such should be included in their submission.

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

DRAFT

any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Proposer's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review, and rate proposals based on the following:

1. **Experience of Proposer and Project Personnel (40 points)**
   - Experience, resources, and qualifications of the Proposer and assigned individuals to perform tasks identified in the scope of work.
   - Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City’s requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (20 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestions.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee, together with Staff’s recommendations. The City Council exercises discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee’s ratings or Staff’s recommendations.

DRAFT

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:

DRAFT

- 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.

DRAFT

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.

DRAFT

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).

DRAFT

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:

DRAFT

- 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.

DRAFT

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.

DRAFT

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

RFP 26 - 5
Community Guide & Newsletter Graphic Design Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact/Phone Number_____

Email of Contact _____

Project Title/Dollar Amount_____

Date of Project_____

Project Description_____

_____

Entity Name _____

Entity Address _____

Name of Contact/Phone Number_____

Email of Contact _____

Project Title/Dollar Amount_____

Date of Project_____

Project Description_____

_____

Entity Name _____

Entity Address _____

Name of Contact/Phone Number_____

Email of Contact _____

Project Title/Dollar Amount_____

Date of Project_____

Project Description_____

_____

ITEM # 22

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: **AUTHORIZATION TO PURCHASE DEPARTMENT OF FIRE-RESCUE APPARATUS AND EQUIPMENT**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve the purchase of Fire-Rescue apparatus and associated equipment for the Santa Fe Springs Department of Fire-Rescue; and

2) Authorize the City Manager, or designee, to execute all documents necessary to complete the purchase, including purchase agreements, vendor contracts, and related documentation; and

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

FISCAL IMPACT

The total cost for the proposed purchase of fire-rescue apparatus and equipment is **$1,534,889.57**. The City intends to utilize a Sourcewell cooperative purchasing agreement, which ensures competitive pricing and compliance with public procurement requirements while expediting the purchasing process. Staff recommends that the City Council authorize the purchase of this fire engine to ensure front-line fire apparatus are within the recognized replacement timeline set by the National Fire Protection Agency.

BACKGROUND

The Santa Fe Springs Department of Fire-Rescue continues to prioritize firefighter and public safety through the acquisition and maintenance of modern, reliable, and mission-capable fire-rescue equipment. The Department's current front-line apparatus fleet

includes vehicles that are approaching the end of their recommended service life, resulting in increased maintenance costs and reduced operational reliability.

Following a comprehensive needs assessment and consultation with regional and national fire apparatus vendors, the Santa Fe Springs Department of Fire-Rescue has identified the need for the acquisition of the following:

- One (1) Pierce Enforcer with a PUC (Pierce Ultimate Configuration) Engine
- Associated equipment including tools, hose, breathing apparatus (SCBAs), and communication equipment

ANALYSIS

Upgrading the Fire Department's fleet is critical to maintaining acceptable response times and effectively managing high-risk incidents such as structure fires, vehicle extrications, and technical rescues. The current apparatus, much of which is aging, lacks modern features needed to meet today's emergency service demands, including advanced safety systems, greater pump capacity, integrated communications, and clean cab designs that support firefighter health and safety.

The proposed apparatus and equipment will meet current National Fire Protection Association (NFPA) standards, including NFPA 1901 (Automotive Fire Apparatus) and NFPA 1981 (Self-Contained Breathing Apparatus), ensuring alignment with industry best practices.

To ensure a cost-effective and efficient procurement process, the City intends to utilize a Sourcewell cooperative purchasing agreement, which provides pre-competitive pricing and compliance with public purchasing regulations.

This investment reflects the City's long-term commitment to public safety, emergency preparedness, and community risk reduction. In addition to improving operational reliability and reducing maintenance costs, the upgraded apparatus will enhance interoperability with regional mutual aid partners.

DISCUSSION

Modern fire-rescue apparatus is essential for the delivery of high-quality emergency services. The proposed acquisition will allow the Santa Fe Springs Department of Fire-Rescue to improve response times, increase operational capacity during fire, rescue, and hazardous materials incidents, and ensure compliance with NFPA standards.
In addition, the equipment and apparatus will enhance firefighter safety and align with the Department's strategic goals to improve community resiliency and emergency preparedness.

SUMMARY/NEXT STEPS

The acquisition of the proposed fire-rescue apparatus and equipment is essential to maintaining and improving the Department's emergency response capabilities. Approval of this purchase will allow the Santa Fe Springs Department of Fire-Rescue to continue delivering safe and effective services to the community.

ATTACHMENT(S):

A. Proposal for Furnishing Fire Apparatus
B. General Design and Sourcewell Cooperative Purchasing Agreement

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

PROPOSAL FOR FURNISHING FIRE APPARATUS

August 26, 2025

Santa Fe Springs Fire Department
11300 Greenstone Ave
Santa Fe Springs, CA 90670

SOUTH COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1) Pierce Enforcer Triple Combination PUC Engine	$ 1,382,858.30	$ 1,382,858.30
Sales Tax @ 10.750%	$ 148,657.27	$ 148,657.27
APPARATUS COST WITH TAX	**$ 1,531,515.57**	**$ 1,531,515.57**
Performance Bond	$ 3,363.50	$ 3,363.50
California Tire Fee	$ 10.50	$ 10.50
Consortium Fee Not Applicable	$ -	$ -
TOTAL PURCHASE PRICE	**$ 1,534,889.57**	**$ 1,534,889.57**

The above proposal price shall be valid until 10/25/25 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to **$1,333,478.51** . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 51 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at **the City of Santa Fe Springs**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterrations do not matterially affect the cost of the construction of the apparaus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evalution Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on accountof delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorisim, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similiar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdow, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications Any increased costs incurred by the first party because of future changes in or additoinas to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.



Adrian Beyer
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature:_____
Title:_____ Date:_____

Proposal for **Santa Fe Springs F D**

Prepared by **South Coast Fire Equipment, Inc**

09/22/2025



CONTENTS

GENERAL DESIGN AND CONSTRUCTION 17
QUALITY AND WORKMANSHIP 17
DELIVERY 18
MANUAL AND SERVICE INFORMATION 18
SAFETY VIDEO 18
PERFORMANCE TESTS 18
SERVICE AND WARRANTY SUPPORT 18
LIABILITY 19
INSURANCE PROVIDED BY BIDDER 19
Commercial General Liability Insurance 19
Commercial Automobile Liability Insurance 20
Umbrella/Excess Liability Insurance 20
INSURANCE PROVIDED BY MANUFACTURER 20
Product Liability Insurance 20
Umbrella/Excess Liability Insurance 21
SINGLE SOURCE MANUFACTURER 21
NFPA 2024 STANDARDS 21
NFPA COMPLIANCY 22
PUMP TEST 22
GENERATOR TEST 22
BREATHING AIR TEST 22
VEHICLE INSPECTION PROGRAM CERTIFICATION 22
INSPECTION TRIP(S) 22
AFTERMARKET SUPPORT WEBSITE 23
BID BOND NOT REQUESTED 24
PERFORMANCE BOND NOT REQUESTED 24
APPROVAL DRAWING 25
ELECTRICAL WIRING DIAGRAMS 25
ENFORCER CHASSIS 25
WHEELBASE 25
GVW RATING 25
FRAME 25

FRAME REINFORCEMENT 26
FRONT NON DRIVE AXLE 26
FRONT SUSPENSION 26
FRONT SHOCK ABSORBERS 27
FRONT OIL SEALS 27
FRONT TIRES 27
REAR AXLE 27
TOP SPEED OF VEHICLE 27
REAR SUSPENSION 27
REAR OIL SEALS 27
REAR TIRES 28
TIRE BALANCE 28
TIRE PRESSURE MANAGEMENT 28
COVERS, LUG NUT, CHROME 28
FRONT HUB COVERS 28
REAR HUB COVERS 28
MUD FLAPS 28
WHEEL CHOCKS 28
Wheel Chock Brackets 28
ELECTRONIC STABILITY CONTROL 28
ANTI-LOCK BRAKE SYSTEM 29
AUTOMATIC TRACTION CONTROL 29
BRAKES 29
BRAKE SYSTEM AIR COMPRESSOR 29
BRAKE SYSTEM 29
BRAKE SYSTEM AIR DRYER 30
BRAKE LINES 30
AIR INLET/OUTLET 30
ADDITIONAL AIR TANK 30
ENGINE 31
REMOTE MOUNTED ENGINE FILTERS 31
HIGH IDLE 31
ENGINE BRAKE 31

CLUTCH FAN 32
ENGINE AIR INTAKE 32
EXHAUST SYSTEM 32
RADIATOR 32
COOLANT LINES 33
FUEL TANK 33
DIESEL EXHAUST FLUID TANK 33
FUEL PRIMING PUMP 34
FUEL SHUTOFF 34
FUEL COOLER 34
FUEL SEPARATOR 34
TRANSMISSION 34
TRANSMISSION SHIFTER 34
TRANSMISSION PROGRAMMING 34
TRANSMISSION COOLER 34
DRIVELINE 35
STEERING 35
STEERING WHEEL 35
LOGO AND CUSTOMER DESIGNATION ON DASH 35
BUMPER 35
Gravel Pan 35
CENTER HOSE TRAY 35
CENTER TRAY COVER 36
RIGHT SIDE HOSE TRAY 36
Right Side Hose Tray Restraint 36
LIFT AND TOW MOUNTS 36
TOW HOOKS 36
FULL WIDTH RUBBER BUMP-STOP 36
HINGED BUMPER 36
SPECIAL TRAY FLOORING 36
CAB 37
CAB ROOF DRIP RAIL 38
CAB PUMP ENCLOSURE 38

FENDER LINERS 38
PANORAMIC WINDSHIELD 38
WINDSHIELD WIPERS 38
ENGINE TUNNEL 38
INTERIOR CAB INSULATION 39
CAB REAR WALL EXTERIOR COVERING 39
CAB LIFT 39
Cab Lift Interlock 39
GRILLE 39
MIRRORS 39
DOORS 40
Door Panels 40
ELECTRIC OPERATED CAB DOOR WINDOWS 40
ELECTRIC CAB DOOR LOCKS 41
KEY PAD FOR ELECTRIC DOOR LOCKS 41
CAB STEPS 41
CAB EXTERIOR HANDRAILS 41
STEP LIGHTS 41
FENDER CROWNS 42
ADDITIONAL HANDRAIL 42
LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT 42
RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT 42
RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT 42
LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT 42
FOLDING FOOT REST 42
CAB DASH 42
EQUIPMENT MOUNTING SHELF 42
MOUNTING PLATE ON ENGINE TUNNEL 42
CAB INTERIOR 43
CAB INTERIOR UPHOLSTERY 43
CAB INTERIOR PAINT 43
CAB FLOOR 43
DEFROST/AIR CONDITIONING SYSTEM 43

Cab Defroster 44
Cab/Crew Auxiliary Heater 44
Air Conditioning 44
Climate Control 45
Gravity Drain Tubes 45
SUN VISORS 45
GRAB HANDLE 45
ENGINE COMPARTMENT LIGHTS 45
ACCESS TO ENGINE DIPSTICKS 46
MAP BOX 46
SEATING CAPACITY 46
DRIVER SEAT 46
OFFICER SEAT 46
REAR FACING LEFT SIDE CABINET 46
Cabinet Light 47
REAR FACING RIGHT SIDE CABINET 47
Cabinet Light 47
FORWARD FACING LEFT SIDE OUTBOARD SEAT 47
FORWARD FACING CENTER CABINET 48
Cabinet Light 48
FORWARD FACING PASSENGER SIDE OUTBOARD SEAT 48
LIP ON CABINET 48
REAR FACING OVERHEAD STORAGE COMPARTMENT 49
Compartment Light 49
REAR FACING CENTER CABINET 49
Cabinet Light 49
SEAT UPHOLSTERY 49
SEAT EMBROIDERY 49
ARM REST 49
ACCESS DOOR 50
SEAT BELTS 50
HELMET STORAGE PROVIDED BY FIRE DEPARTMENT 50
CAB DOME LIGHTS 50

ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS 51
OVERHEAD MAP LIGHT 51
PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT 51
CAB INSTRUMENTATION 51
Gauges 51
Indicator Lamps 52
Alarms 53
Indicator Lamp and Alarm Prove-Out 54
Control Switches 54
Custom Switch Panels 55
Diagnostic Panel 55
Cab LCD Display 55
AIR RESTRICTION INDICATOR 56
"DO NOT MOVE APPARATUS" INDICATOR 56
DO NOT MOVE TRUCK MESSAGES 56
SWITCH PANELS 57
WIPER CONTROL 57
CAB USB 57
SPARE CIRCUIT 57
SPARE CIRCUIT 57
INSTRUMENT PANEL LAYOUT 58
PROGRAMMABLE REMOTE CONTROL 58
PROGRAMMABLE REMOTE CONTROL 58
STEREO RADIO 58
4-WAY HAZARD LIGHT SWITCH POWERED FROM BATTERY DIRECT 59
INFORMATION CENTER 59
General Screen Design 59
Home/Transit Screen 59
On Scene Screen 60
Virtual Buttons 60
Page Screen 60
VEHICLE DATA RECORDER 62
Seat Belt Monitoring System 63

INTERCOM SYSTEM 63
RADIO / INTERCOM INTERFACE CABLES 63
HEADSET, OVER THE HEAD 64
RADIO SPEAKERS 64
RADIO ANTENNA MOUNT 64
VEHICLE CAMERA SYSTEM 64
Camera Switcher 65
ELECTRICAL POWER CONTROL SYSTEM 65
Solid-State Control System 65
Circuit Protection and Control Diagram 66
On-Board Electrical System Diagnostics 66
TCU Module with WiFi 66
Indicator Light and Alarm Prove-Out System 67
Voltage Monitor System 67
Dedicated Radio Equipment Connection Points 67
EMI/RFI Protection 67
ELECTRICAL SYSTEM PROGNOSTICS 68
TELEMATICS SYSTEM 68
ELECTRICAL 69
BATTERY SYSTEM 69
BATTERY SYSTEM 70
MASTER BATTERY SWITCH 70
BATTERY COMPARTMENTS 70
JUMPER STUDS 70
BATTERY CHARGER 70
REMOTE CONTROL PANEL - BATTERY CHARGER 70
INVERTER 70
INVERTER LOCATION 71
AUTO EJECT FOR SHORELINE 71
BATTERY CHARGE INDICATOR 71
ALTERNATOR 71
POWER INVERTER COVER 72
ELECTRONIC LOAD MANAGER 72

SEQUENCER 72
HEADLIGHTS 73
DIRECTIONAL LIGHTS 73
INTERMEDIATE LIGHT 73
CAB CLEARANCE/MARKER/ID LIGHTS 73
FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS 74
REAR CLEARANCE/MARKER/ID LIGHTING 74
REAR FMVSS LIGHTING 75
LICENSE PLATE BRACKET 75
LIGHTING BEZEL 75
BACK-UP ALARM 75
CAB PERIMETER SCENE LIGHTS 75
PUMP HOUSE PERIMETER LIGHTS 75
BODY PERIMETER SCENE LIGHTS 76
ADDITIONAL PERIMETER LIGHTS 76
ENHANCED SOFTWARE FOR PERIMETER LIGHTS 76
STEP LIGHTS 76
12 VOLT LIGHTING 76
12 VOLT LIGHTING 76
12 VOLT LIGHTING 77
12 VOLT LIGHTING 77
HOSE BED LIGHTS 77
WALKING SURFACE LIGHT 77
RADIO CUT OUT SWITCH 78
EMERGENCY MASTER SWITCH 78
WATER TANK 78
GRAVITY FED OUTLET 79
SLEEVE PLUMBING THROUGH TANK 79
WATER TANK RESTRAINT 79
BODY HEIGHT 79
HOSE BED 79
HOSE BED DIVIDER 79
HOSE BED COVER 80

RUNNING BOARDS 80
TAILBOARD 80
REAR WALL, BODY MATERIAL, PUC 81
TOW BAR 81
COMPARTMENTATION 81
UNDERBODY SUPPORT SYSTEM 82
AGGRESSIVE WALKING SURFACE 82
LOUVERS 82
TESTING OF BODY DESIGN 83
LEFT SIDE COMPARTMENTATION 83
RIGHT SIDE COMPARTMENTATION 83
SIDE COMPARTMENT ROLLUP DOOR(S) 84
REAR COMPARTMENTATION 85
ROLLUP REAR COMPARTMENT DOOR 85
PROTECTIVE TAPE 85
CONTROL OF ELECTRIC DOOR LOCKS 85
ELECTRIC DOOR LOCKS 86
ROLL-UP DOOR TRIM 86
COMPARTMENT LIGHTING 86
HATCH COMPARTMENTS 86
HATCH COMPARTMENT LIGHTING 87
MOUNTING TRACKS 87
ADJUSTABLE SHELVES 87
SLIDE-OUT ADJUSTABLE HEIGHT TRAY 87
SLIDE-OUT FLOOR MOUNTED TRAY 88
DRAWER ASSEMBLY 88
DRAWER ASSEMBLY 88
SLIDE-OUT TOOLBOARD 89
SWING OUT TOOLBOARD 90
PARTITION, TRANSVERSE REAR COMPARTMENT 90
VERTICAL COMPARTMENT PARTITION 90
SCBA HOLDER 90
RETENTION NETTING 90

RUB RAIL 91
BODY FENDER CROWNS 91
HARD SUCTION HOSE 91
HANDRAILS 91
HANDRAIL 92
EXTINGUISHER/AIR BOTTLE/ STORAGE (Triangular) 92
AIR BOTTLE COMPARTMENT STRAP 92
AIR BOTTLE STORAGE (Double) 92
AIR BOTTLE COMPARTMENT STRAP 92
AIR BOTTLE STORAGE (Single) 92
Air Bottle Compartment Strap 93
AIR BOTTLE STORAGE (Triple) 93
Air Bottle Compartment Strap 93
EXTENSION LADDER 93
ROOF LADDER 93
LADDER STORAGE 93
FOLDING LADDER 93
FOLDING LADDER TROUGH 93
PIKE POLE PROVIDED BY FIRE DEPARTMENT 93
PIKE POLE STORAGE 94
6' PIKE POLE PROVIDED BY FIRE DEPARTMENT 94
PIKE POLE STORAGE 94
LONG ITEM STORAGE COMPARTMENT 94
LONG ITEM STORAGE COMPARTMENT 94
LADDER, TOP ACCESS 94
PUMP CONTROL PANELS (Left Side Control) 95
PUMP 95
PUMP MOUNTING 96
MECHANICAL SEALS 97
PUMP GEAR CASE 97
CLUTCH 97
LOW PRESSURE/HIGH TEMPERATURE LIGHTS 97
PUMPING MODE 97

PUMP SHIFT 98
TRANSMISSION LOCK UP 98
AUXILIARY COOLING SYSTEM 98
PUMP INTAKE RELIEF VALVE 98
PIERCE PRESSURE CONTROLLER 98
PRIMING PUMP 100
GARDEN HOSE DIRECT TANK FILL 100
RECIRCULATING LINE WITH CHECK VALVE 100
GARDEN HOSE OUTLET 100
THERMAL RELIEF VALVE 100
PUMP MANUALS 101
PLUMBING, STAINLESS STEEL AND HOSE 101
FOAM SYSTEM PLUMBING 101
MAIN PUMP INLETS 101
INLET BUTTERFLY VALVE 101
MAIN PUMP INLET CAP 102
VALVES 102
INLET CONTROL 102
LEFT SIDE INLET 102
RIGHT SIDE INLET 102
ANODE, INLET 102
FRONT INLET 102
FRONT INLET CONTROL 103
FRONT INLET INTAKE RELIEF VALVE 103
FRONT INLET ELBOW 103
FRONT INLET CAP 103
INLET BLEEDER VALVE 103
TANK TO PUMP 103
TANK REFILL 104
DISCHARGE OUTLET CONTROLS 104
LEFT SIDE DISCHARGE OUTLETS 104
RIGHT SIDE DISCHARGE OUTLETS 104
LARGE DIAMETER DISCHARGE OUTLET 104

LARGE DIAMETER OUTLET ADAPTER 105
FRONT DISCHARGE OUTLET 105
REAR DISCHARGE OUTLET 105
REAR OUTLET ELBOWS 105
HOSE BED DISCHARGE OUTLET 105
DISCHARGE CAPS/ INLET PLUGS 105
OUTLET BLEEDER VALVE 105
DELUGE RISER 106
TELESCOPIC PIPING 106
DELUGE OUTLET SPECIAL INSTRUCTIONS 106
MONITOR 106
NOZZLE 106
CROSSLAY MODULE 106
CROSSLAY HOSE RESTRAINT 107
LOWER CROSSLAY 107
1.50" Crosslay 107
Crosslay Hose Tray 107
PARTITION IN ENCLOSURE 107
LONG TOOL ENCLOSURE 107
BOOSTER HOSE REELS 108
BOOSTER HOSE 108
HOSEREEL ACCESS 108
HUSKY 3 FOAM PROPORTIONER 108
System Capacity 108
Control System 109
Hydraulic Drive System 109
Foam Concentrate Pump 109
External Foam Concentrate Connection 110
Panel Mounted External Pick-Up Connection / Valve 110
Pick-Up Hose 110
Discharges 110
System Electrical Load 110
SINGLE FOAM TANK REFILL 110

FOAM TANK 110
FOAM TANK DRAIN 111
PUMP OPERATOR'S PANEL DRAWING 111
COLOR CODED TAGS 111
SPECIAL TEXT/VERBIAGE TAGS 111
PUMP PANEL CONFIGURATION 111
PUMP AND GAUGE PANEL 111
PUMP AND PLUMBING ACCESS 112
PUMP COMPARTMENT LIGHT 112
THROTTLE READY GREEN INDICATOR LIGHT 112
AIR HORN BUTTON 112
RADIO SPEAKER 112
SPEAKER ON / OFF SWITCH 112
COLOR CODED TAG(S) 112
CONTROL LOCATION 113
VACUUM AND PRESSURE GAUGES 113
PRESSURE GAUGES 113
WATER LEVEL GAUGE 113
MINI SLAVE UNIT 113
ADDITIONAL WATER LEVEL GAUGE 114
FOAM LEVEL GAUGE 114
SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING 114
AIR HORN SYSTEM 115
Air Horn Location 115
Air Horn Control 115
ELECTRONIC SIREN 115
SPEAKER 115
MECHANICAL SIREN, (Auxiliary) 115
FRONT ZONE UPPER WARNING LIGHTS 116
SIDE WARNING LIGHTS 116
FRONT ZONE LOWER LIGHTS 117
HEADLIGHT FLASHER 117
SIDE ZONE LOWER LIGHTING 117

INTERIOR CAB DOOR WARNING LIGHTS 118
ELECTRICAL CONNECTORS FOR WARNING LIGHTS 118
SIDE WARNING LIGHTS 118
SIDE WARNING LIGHTS 119
REAR ZONE LOWER LIGHTING 119
REAR WARNING LIGHTS 119
WARNING LIGHTS (Rear and Side upper zones) 119
TRAFFIC DIRECTING LIGHT 120
120 VOLT RECEPTACLE 120
120 VOLT RECEPTACLE 120
LOOSE EQUIPMENT 120
NFPA LOOSE EQUIPMENT 121
NFPA Required Loose Equipment Provided by Fire Department 121
NFPA Loose Equipment That Should be Considered 121
SOFT SUCTION HOSE 121
DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT 121
WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT 122
FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT 122
PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT 122
PAINT PROCESS 122
Environmental Impact 123
CAB PAINT 123
BODY PAINT 123
PAINT CHASSIS FRAME ASSEMBLY 124
AXLE HUB PAINT 124
COMPARTMENT INTERIOR PAINT 124
REFLECTIVE STRIPES 124
REAR CHEVRON STRIPING 125
JOG(S) IN REFLECTIVE BAND 125
REFLECTIVE STRIPE OUTLINE 125
CAB DOOR REFLECTIVE STRIPE 125
LETTERING 125
LETTERING 125

LETTERING 125
LETTERING 125
LETTERING 125
LETTERING 125
LETTERING 126
LETTERING 126
LETTERING 126
LETTERING 126
LETTERING 126
DECAL INSTALLATION 126
FIRE APPARATUS PARTS MANUAL 126
Service Parts Internet Site 126
CHASSIS SERVICE MANUALS 127
CHASSIS OPERATION MANUAL 127
ONE (1) YEAR MATERIAL AND WORKMANSHIP 127
ENGINE WARRANTY 127
STEERING GEAR WARRANTY 127
FIFTY (50) YEAR STRUCTURAL INTEGRITY 127
FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY 127
SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY 127
ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY 128
TEN (10) YEAR STRUCTURAL INTEGRITY 128
TEN (10) YEAR PRO-RATED PAINT AND CORROSION 128
FIVE (5) YEAR MATERIAL AND WORKMANSHIP 128
CAMERA SYSTEM WARRANTY 128
COMPARTMENT LIGHT WARRANTY 128
TRANSMISSION WARRANTY 128
TRANSMISSION COOLER WARRANTY 128
WATER TANK WARRANTY 128
TEN (10) YEAR STRUCTURAL INTEGRITY 128
ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY 128
SIX (6) YEAR PARTS, ONE (1) YEAR LABOR 129
TEN (10) YEAR PUMP PLUMBING WARRANTY 129

FOAM SYSTEM WARRANTY 129
TEN (10) YEAR PRO-RATED PAINT AND CORROSION 129
THREE (3) YEAR MATERIAL AND WORKMANSHIP 129
VEHICLE STABILITY CERTIFICATION 129
ENGINE INSTALLATION CERTIFICATION 129
POWER STEERING CERTIFICATION 129
CAB INTEGRITY CERTIFICATION 129
Side Impact 130
Frontal Impact 130
Additional Frontal Impact 130
Roof Crush 130
Additional Roof Crush 130
CAB DOOR DURABILITY CERTIFICATION 130
WINDSHIELD WIPER DURABILITY CERTIFICATION 130
ELECTRIC WINDOW DURABILITY CERTIFICATION 130
SEAT BELT ANCHOR STRENGTH 130
SEAT MOUNTING STRENGTH 131
PERFORMANCE CERTIFICATIONS 131
Cab Air Conditioning 131
Cab Defroster 131
Cab Auxiliary Heater 131
AMP DRAW REPORT 131

South Coast Fire Equipment is pleased to submit a proposal to Santa Fe Springs Fire Department for a **Pierce® multi purpose response vehicle** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then, we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested

and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to ensure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least twenty five (25) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by South Coast Fire Equipment by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff

versed in Pierce fire apparatus. The service facility will be located within fifty (50) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operator's manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

Commercial General Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
General Aggregate;	$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:	$1,000,000

Umbrella/Excess Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	$3,000,000
Each Occurrence:	$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

Umbrella/Excess Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:	$25,000,000
Aggregate:	$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2024 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are

shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.*

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

INSPECTION TRIP(S)

The bidder will provide three (3) factory inspection trip(s) for five customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's

representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

AFTERMARKET SUPPORT WEBSITE

Pierceparts.com will provide Pierce authorized dealer access to comprehensive information pertaining to the maintenance and service of their customer's apparatus. This tool will provide the Pierce authorized dealer the ability to service and support their customers to the best of their ability with factory support at their fingertips.

Pierceparts.com is also accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Pierce dealer for additional support and service.

The website will consist of the following screens at the dealer level:

My Fleet Screen

The My Fleet screen will provide access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

Parts Screens

The Parts screens will provide parts look-up capability of Pierce Manufacturing sourced items, with the aid of digital photographs, part drawings and assembly drawings. The parts search application will permit the searching of parts by item description or function group (major system category). The parts application will provide the ability to submit electronically a parts order, parts quote, or parts return request directly to Pierce Manufacturing for processing.

Warranty Screen

The Warranty screens will provide dealers the ability to submit electronically warranty claims directly to Pierce Manufacturing for reimbursement.

My Reports Screens

The My Reports screens will provide access to multiple dealer reports to allow the dealership to maintain communication with the customer on the status of orders, claims, and phone contacts.

Technical Support Screens

The Technical Support screens will provide access to all currently published Operation and Maintenance and Service Publications. Access to Pierce Manufacturing Service Bulletins and Work Instructions, containing information on current service topics and recommendations will be provided.

Training

The Training screens will provide access to upcoming training classes offered by Pierce Manufacturing along with interactive electronic learning modules (Operators Guides) covering the operation of major

vehicle components will be provided. Access to training manuals used in Pierce Manufacturing training classes will be provided.

About Pierce

Access to customer service articles, corporate news, quarterly newsletters, and key contacts within the Customer Service Department will be provided. The current Customer Service Policy and Procedure Manual, detailing the operation of the Customer Service group will also be accessible.

BID BOND NOT REQUESTED

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such

satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.
The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 177.50.

GVW RATING

The gross vehicle weight rating will be 46,800.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with

an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRAME REINFORCEMENT

In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb.

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor MAX MSA, rated for 22,800 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-24-160, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

REAR TIRES
Rear tires will be four (4) Goodyear® 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE
All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT
There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

COVERS, LUG NUT, CHROME
Real Wheels Brand Chrome lug nut covers will be supplied on front and rear wheels.

FRONT HUB COVERS
Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

REAR HUB COVERS
A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

MUD FLAPS
Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS
There will be one (1) pair of Worden Safety Products, Model HWG-SB, wheel chocks provided.

Heavy Duty, large molded aluminum wheel chock with solid bottom, natural cast aluminum finish.

Wheel Chock Brackets
There will be one (1) pair of Worden Safety, Model U815T, mounting wheel chock brackets provided. The brackets will be mounted under the LS3 compartment.

ELECTRONIC STABILITY CONTROL
A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™, Disc Plus, Model EX225, disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve

- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be painted black #98.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a Bendix AD-IP, with coalescing filter and heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET/OUTLET

One (1) air inlet/outlet will be installed with the female coupling located on the driver side pump panel. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a 1/4 turn valve.

A mating male fitting will be provided with the loose equipment.

The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.

ADDITIONAL AIR TANK

An additional air tank with 1454 cubic inch displacement will be provided to increase the capacity of the main air brake system. This tank will be plumbed into the rear half of the brake system.

The air tank will be primed and painted to meet a minimum 750 hour spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

The air tank(s) will be painted same as frame color.

The output flow of the engine air compressor will vary with engine rpm. Full compressor output will only be achieved at governed engine speed. Engine speed will be limited by generators, pumps and other PTO driven options.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins®
Model:	X15
Power:	525 hp at 1700 rpm
Torque:	1850 lb-ft at 1150 rpm
Governed Speed:	2100 rpm
Emissions Level:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	912 cubic inches (14.9L)
Starter:	Delco 39MT+™
Fuel Filters:	Frame mounted spin-on style filter from Cummins®.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

The engine will be filled with FA-4 10W30 oil as required by Cummins.

REMOTE MOUNTED ENGINE FILTERS

The engine fuel and oil filters will be remote mounted for ease of maintenance.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will extend 2.00" past the body rub rail. The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at rear of chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand and right hand sides of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be provided running from top of tank to just below fuel fill inlets.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

Servicing the fuel tank pick-up tubes and fuel gauge sending unit will be capable of being accomplished by draining fuel and dropping tank.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL PRIMING PUMP
A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

FUEL SHUTOFF
A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

FUEL COOLER
An air to fuel cooler will be installed in the engine fuel return line.

FUEL SEPARATOR
The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

TRANSMISSION
An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER
A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

TRANSMISSION PROGRAMMING
The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

TRANSMISSION COOLER
A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE
Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING
Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL
The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 2-spoke design.

LOGO AND CUSTOMER DESIGNATION ON DASH
The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: .

The second row of text will be: SFSFR

The third row of text will be: .

BUMPER
A one (1)-piece, ten (1) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 19.00" from front face of cab.

Gravel Pan
A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

CENTER HOSE TRAY
A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

CENTER TRAY COVER

A bright aluminum treadplate cover will be provided over the center tray.

The cover will be attached with a stainless steel hinge.

The cover will secure the drop down bumper cover in the closed position with D-handle latch. A pneumatic stay arm will hold the cover in the open position.

RIGHT SIDE HOSE TRAY

A hose tray will be placed in the right side of the extended bumper.

The tray will have a capacity of 25' of 4"

Black rubber grating will be provided at the bottom of the tray. Drain holes will be provided.

Right Side Hose Tray Restraint

There will be one (1) pair hose tray restraint straps over the right side hose tray.

The restraints will be a pair of 2.00" wide black nylon straps with Velcro® fasteners provided. The strap(s) will be used to secure the hose in the tray.

LIFT AND TOW MOUNTS

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

TOW HOOKS

No tow hooks are to be provided. This truck will be equipped with a lift and tow package with integral tow eyes.

FULL WIDTH RUBBER BUMP-STOP

A full width, rubber bump-stop will be installed on the front 45 degree angle front edge of the center bumper tray to aid in protection when cover is opened.

HINGED BUMPER

The on the center bumper tray section(s) of the bumper will be hinged at the bottom. Hinged section(s) will be secured with the top tray cover.

SPECIAL TRAY FLOORING

The bottom corner, leading edge, of the front bumper tray(s) will be angled at 45 degrees to ensure that they will not decrease the trucks angle of approach.

two (2) tray(s) located on the center and passenger side tray of the bumper extension will be modified.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a minimum 0.090" front skin thickness, and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The centerline of front axle to the rear of the cab will be 70.00" long.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 63.50" in the forward facing outboard positions and 54.50" in the forward facing center position.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure between 45.00" and 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

CAB PUMP ENCLOSURE

The rear of the cab will be made to house the fire pump below the forward facing crew cab seats. The cab side panels will be notched to accommodate the pump panel.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

ENGINE TUNNEL

Engine tunnel side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine tunnel will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a 1.00" thick closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 18.00" off the crew cab floor.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located next to the pump panel in the LS3 compartment.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

MIRRORS

Ramco, Model 8001FFHR-750HR, polished aluminum 9.25" wide x 13.50" high mirrors, with full flat glass section, will be mounted on each side of the front cab corner. A convex section will be bolted to the top of each mirror.

The flat glass in each mirror will be heated and adjustable with remote controls that are convenient to the driver.

The convex section in each mirror will be heated and adjustable with remote controls.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 37.50" wide x 75.50" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 85.50" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions and designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

ELECTRIC CAB DOOR LOCKS

The front driver and officer doors will have a door lock master switch that will control all front and rear crew cab door locks. Each rear crew cab door will have its own lock control.

There will be one (1) concealed switch located in an easily accessible chassis specific location that will unlock all the doors.

The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

KEY PAD FOR ELECTRIC DOOR LOCKS

For improved convenience, the cab door locks will include a Trimark keypad entry system to provide complete keyless entry to the cab. There will be two (2) keypads provided, located one (1) each side of the cab behind the front cab doors. The keypads will include visual and audio feedback to confirm activation and acknowledge correct entry code. For enhanced night time use, the keypads will be lighted. For increased security, the system will allow over 3,000 possible code combinations.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with white LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left side cab access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side cab access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS
Stainless steel fender crowns will be installed at the cab wheel openings.

ADDITIONAL HANDRAIL
There will be one (1) 12.00" long x 1.25" diameter handrail(s) mounted to the ceiling at final inspection. Backing and reinforcement will be provided for each handrail, Each handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface.

LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT
The rollup window in the left side crew cab door will be tinted privacy dark gray.

RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT
The upper window in the right side crew cab door will be tinted privacy dark gray.

RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT
The rollup window in the right side crew cab door will be tinted privacy dark gray.

LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT
The upper window in the left side crew cab door will be tinted privacy dark gray.

FOLDING FOOT REST
There will be a folding foot rest provided in front of the officer seat, mounted to the power distribution panel.

CAB DASH
The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted to match the cab interior.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

EQUIPMENT MOUNTING SHELF
There will be a shelf for permanent mounting of equipment provided. A quantity of one (1) will be located between the ems cabinet on top of the engine blister.

Each shelf will have a 2.00" lip around edge.

Each shelf will be fabricated from aluminum and will be painted to match the cab interior.

Tray not intended for storage of loose equipment. Items stored on tray will be permanently attached to meet current edition of applicable NFPA standards.

MOUNTING PLATE ON ENGINE TUNNEL
Equipment installation provisions will be installed on the engine tunnel.

A 0.25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel .50" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with black 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz black vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

A small blister will be provided at the rear of the engine tunnel for chassis components.

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable outlet directed towards the left side cab window.
- One (1) adjustable outlet directed towards the right side cab window.
- Six (6) fixed outlets directed at the windshield.

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be no auxiliary heater provided in the rear facing seat risers.

Air Conditioning

A 19.10 cubic inch compressor will be installed on the engine.

A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover to be painted to match the cab roof.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a metal cover painted to match the cab interior.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) outlets directed towards the seating position on the left side of the cab.
- Four (4) outlets directed towards the seating position on the right side of the cab.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Minimum of five (5) outlets directed towards crew cab area.

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLE

A black rubber covered grab handle will be mounted on the driver's side door post of the driver's side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

An additional black rubber covered grab handle will be mounted on the lower portion of the driver's side cab entrance to assist in entering the cab. The grab handle will be securely mounted to the driver's side door.

A black rubber covered grab handle will be mounted on the officer's side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen®, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised or when the dip stick door is opened.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch with black finish will be provided on the access door.

MAP BOX

A map box with four (4) bins, open at top, will be installed to be placed at final inspection. The overall map box will be 13.00" wide x 8.50" high x 8.00" deep. Each bin will be 13.00" wide x 8.50" high x 2.00" deep. The front bin will have a half moon cutout on the top.

The map box will be constructed of 0.125" aluminum and will be painted to match the cab interior.

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

DRIVER SEAT

A USSC Valor Magnus air suspension R-back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position and 2.00" of vertical travel. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 45 degrees forward.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

OFFICER SEAT

A USSC, P1A, air suspension seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with a 20.00" wide x 18.00" deep cushion. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel) and horizontal position (2.50" travel). The seat will have a reclining, R-back style seat back.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

REAR FACING LEFT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is even with the crew cab door frame.

The cabinet will be 23.00" wide x 30.00" high x 17.50" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening will be 16.00" wide x 24.75" high. The minimum clear door opening of the cabinet will be 13.25" wide x 18.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A vinyl chain will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 14.00" wide x 26.25" high.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch on the interior and exterior doors. The interior rollup door lighting will also be controlled by a rocker switch on the front of the cabinet.

REAR FACING RIGHT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is even with the crew cab door frame.

The cabinet will be 22.00" wide x 30.00" high x 15.50" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening will be 15.00" wide x 28.75" high. The minimum clear door opening of the cabinet will be 12.25" wide x 18.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A vinyl chain will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 10.00" wide x 26.25" high.

The exterior access will be provided with no scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch on the interior and exterior doors. The interior rollup door lighting will also be controlled by a rocker switch on the front of the cabinet.

FORWARD FACING LEFT SIDE OUTBOARD SEAT

There will be one (1) forward facing, USSC Valor, foldup high back seat provided at the left side outboard position in the crew cab. The seat will be mounted 2.75" inboard from the standard location.

For optimal comfort, the seat will be provided with 17.00" deep cushion and an adjustable recline back.

An arm rest will be provided on the inboard side of the seat.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

FORWARD FACING CENTER CABINET

A forward facing cabinet will be provided in the crew cab at the center position. The forward facing corners will be chamfered.

The cabinet will be 36.00" wide x 26.00" high x 22.50" deep with one (1) ROM Series IV rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 28.00" wide x 20.75" high. The minimum clear door opening will be 25.25" wide x 14.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing, USSC, foldup high back seat provided in the passenger side outboard position in the crew cab. The seat back will be a R-back style with an adjustable recline angle. For optimal comfort, the seat will be provided with 17.00" deep cushion. To ensure safe operation, the seat will be equipped with a sensor in the seat cushion and belt receptacle that will activate an alarm indicating the seat is occupied but not buckled. An arm rest will be provided on the inboard side of the seat.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

LIP ON CABINET

There will be a 0.75" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints

There will be one (1) cabinets(s) provided with the lip Top of Forward facing Center EMS .

REAR FACING OVERHEAD STORAGE COMPARTMENT

There will be two (2) overhead rear facing storage compartments installed at the raised roof within the crew cab, on each side of the air conditioner. The compartments will be approximately 21.00" wide x 10.00" high x 20.00" deep at the bottom.

Each compartment will include one (1) lift up compartment door. Locking latch, paddle handle, and gas operated stay arms will be provided.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

Compartment Light

The storage compartment lighting will consist of one (1) white LED strip light installed horizontally above each compartment door opening.

REAR FACING CENTER CABINET

A rear facing cabinet will be provided on the top rear of the engine tunnel.

The cabinet will be 20.00" wide x 11.00" high x 20.50" deep. The front panel of the cabinet will be full width between the left and right side rear facing cabinets and be full height of the engine tunnel and the cabinet. The front of the cabinet will angle back to follow the rear facing vertical surface of the engine tunnel. The cabinet will be divided into two (2) sections.

The upper section will be 20.00" wide x 4.75" high with no door provided.

The lower section will be 20.00" wide x 6.25" high with no door provided. A full width 1.00" lip will be provided inside the lower section on the top and bottom, inset 6.50" for glove box storage. The bottom of the cabinet will have a 1.50" lip.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be no lighting provided.

SEAT UPHOLSTERY

All seat upholstery will be black, sewn with red stitching, ValorTechXD anti-microbial material.

SEAT EMBROIDERY

The seats in the cab and crew cab will be provided with custom embroidery. The Fire Department will determine what the embroidery will be by providing pictures at the time of order.

The custom logo will be provided in place of the standard OEM logo.

The embroidery will be provided on four (4) seats.

ARM REST

There will be four (4) arm rest(s) located along the crew cab rear wall, on the forward facing outboard crew seats. Each arm rest will be mounted to the rear wall and hinged so they can be flipped up when not in use.

The upholstery of each arm rest will match the cab seats.

ACCESS DOOR

An access door will be provided in the front edge of each rear facing seat riser with a drop down door. The drop down door will be provided with a Southco C2 black powder coated flush latch and painted to match the cab interior. There will be louvers provided on the door of the cabinet for ventilation.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC S515:2024 edition, section 5.2, requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

All dome lights on the apparatus will be illuminated per the current edition of applicable NFPA standards per seating position.

ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS

The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.

The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

OVERHEAD MAP LIGHT

There will be two (2) white round adjustable map light(s) installed in the cab and located in the overhead switch panels.

Each light will include a switch on the light housing.

The light switch(es) will be connected directly to the battery switched power.

PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)

- Fuel level gauge (Empty - Full in fractions):
    - Low fuel (1/8 full)
        - Amber caution indicator on the information center with intermittent alarm
        - Amber caution light on gauge assembly
    - Very low fuel (1/32 full)
        - Red caution indicator on the information center with steady alarm
        - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
    - Low oil pressure to activate engine warning lights and alarms
        - Red caution indicator on the information center with steady alarm
        - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red warning indicator on the information center with a steady alarm
        - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
    - Low air pressure to activate warning lights and alarm
        - Red warning indicator on the information center with a steady alarm
        - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
    - High transmission oil temperature activates warning lights and alarm
        - Amber caution indicator on the information center with intermittent alarm
        - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
    - High engine temperature activates an engine warning light and alarms
        - Amber caution indicator on the information center with intermittent alarm
        - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
    - Low fluid (1/8 full)
        - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission
- Aux brake overheat (Auxiliary brake overheat

- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control will have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption

- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS
The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

WIPER CONTROL
For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, an intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when not in use.

CAB USB
There will be four (4) USB terminations with a combination USB type A & C, wired to switched battery power, provided per the following:

- One (1) within reach of the driver
- One (1) within reach of the passenger
- Two (2) on the rear of the engine tunnel, one (1) each side.

This circuit may be load managed.

SPARE CIRCUIT
There will be seven (7) pair of wires, including a positive and a negative, installed on the apparatus.

The wires will have the following features:

- The positive wire will be connected directly to the battery switched power
- The negative wire will be connected to ground
- Wires will be capable of carrying 20 amps
- Power and ground will terminate one in each compartment in the upper right corner
- Termination will be with heat shrinkable butt splicing
- Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT
There will be six (6) pair of wires, including a positive and a negative, installed on the apparatus.

The wires will have the following features:

- The positive wire will be connected directly to the battery switched power
- The negative wire will be connected to ground
- Wires will be capable of carrying 15 amps

- Power and ground will terminate in EMS compartment(s), in the center console, on the officer's side of the engine tunnel, on the rear wall of the crew cab, driver's side and on the rear wall of the crew cab, passenger's side
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be protected to meet the NFPA Automotive Fire Apparatus standard.

The circuit(s) may be load managed when the parking brake is set.

INSTRUMENT PANEL LAYOUT

The instrument panel layout will match To match job 35910 as close as possible per the customer.

PROGRAMMABLE REMOTE CONTROL

There will be a wired remote control integrated into the switch panel on the instrument panel. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.

PROGRAMMABLE REMOTE CONTROL

There will be a wired remote control integrated into the switch panel on the instrument panel. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.

STEREO RADIO

There will be one heavy duty AM/FM / Weatherband / Bluetooth stereo radio. The radio will be installed within reach of the officer. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

The following Jensen features will be included:

- 180 watts max power (45W x 4); 100 watts RMS (25W x 4)
- Bluetooth® streaming audio (A2DP/AVRCP)
- Weatherband
- AM/FM tuner with 30 presets

- Rear USB port for charging

- Stereo pre-amp line-level output (2V RMS)

- Amplifier remote trigger (12 VDC)

- PA microphone input
- Audio settings (volume/bass/treble/balance/fade)
- Toggle switch between day and night display
- Daylight-readable, segmented LCD
- Two-wire power with non-volatile memory and clock support
- Low battery alert

4-WAY HAZARD LIGHT SWITCH POWERED FROM BATTERY DIRECT

The 4-way hazard light switch will be energized from battery direct power.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 158 degrees Fahrenheit
- LCD optically bonded to hardened AR glass lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

- Vehicle Mitigation (if equipped)

- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
    - Faults
        - Listed by order of occurrence
        - Allows to sort by system
    - Interlock
        - Throttle Interlocks
        - Pump Interlocks (if equipped)
        - Aerial Interlocks (if equipped)
        - PTO Interlocks (if equipped)
    - Load Manager
        - A list of items to be load managed will be provided. The list will provide a description of the load.

        - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
        - The screen will indicate if a load has been shed (disabled) or not shed.
        - "At a glance" color features are utilized on this screen.
    - Systems
        - Command Zone
            - Module type and ID number
            - Module Version
            - Input or output number
            - Circuit number connected to that input or output
            - Status of the input or output
            - Power and Constant Current module diagnostic information
        - Foam (if equipped)
        - Pressure Controller (if equipped)
        - Generator Frequency (if equipped)
    - Live Data
        - General Truck Data
- Maintenance
    - Engine oil and filter
    - Transmission oil and filter
    - Pump oil (if equipped)
    - Foam (if equipped)
    - Aerial (if equipped)
- Setup
    - Clock Setup
    - Date & Time
        - 12 or 24 hour format
        - Set time and date
    - Backlight
        - Daytime
        - Night time
        - Sensitivity
    - Unit Selection
    - Home Screen
    - Virtual Button Setup
    - On Scene Screen Setup
    - Configure Video Mode
        - Set Video Contrast
        - Set Video Color
        - Set Video Tint
- Do Not Move
    - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
        - Driver Side Cab Door

        - Passenger's Side Cab Door
        - Driver Side Crew Cab Door
        - Passenger's Side Crew Cab Door
        - Driver Side Body Doors
        - Passenger's Side Body Doors
        - Rear Body Door(s)
        - Ladder Rack (if applicable)
        - Deck Gun (if applicable)
        - Light Tower (if applicable)
        - Hatch Door (if applicable)
        - Stabilizers (if applicable)
        - Steps (if applicable)
- Notifications
    - View Active Alarms
        - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
        - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off

- Internal clock syncs the time and date when a laptop is connected

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm
- FAULT = Blue LED indicator illuminated

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
    - and there is any occupant seated but not buckled or any belt buckled with an occupant.
    - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

A six (6) position intercom system with dual radio interface capability at the driver and officer positions will be provided. The driver will have a radio remote push to talk switch (RPTT) mounted Per IP Print. The officer will have a RPTT switch mounted Per IP Print. Two (2) crew cab,right side and left side rear positions will have radio listen / intercom capability.

The following Sigtronics components will be included:

- One (1) US-67D-LAC Intercom Unit
- Four (4) Interior Headset Jacks
- Two (2) Exterior Headset Jacks
- Two (2) Radio Push-to-Talk buttons
- All necessary interconnect wiring

RADIO / INTERCOM INTERFACE CABLES

The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Motorola High Power , Model Motorola APEX
- Motorola High Power , Model Motorola APEX

HEADSET, OVER THE HEAD

There will be four (4) Sigtronics, Model SE-48, over the head, standard headset(s) provided each seat position.

Each headset will feature:

- Coiled cord with single nickel coated plug
- Noise cancelling electret microphone with wind muff
- Flexible microphone boom rotates 180 degrees for left or right dress
- Foam earseals
- Volume control
- 24 dB noise reduction

RADIO SPEAKERS

There will be one (1) pair(s) of Panasonic 5.25" diameter coaxial speakers mounted in the cab / crew area, Behind the driver seat. Each speaker will be four (4) ohm, and include a 1.00" spacer for speaker magnet to cab structure clearance.

The speakers wires will be routed to behind the driver seat.

RADIO ANTENNA MOUNT

There will be three (3) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.
- One (1) AHD camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.
- One (1) AHD, black camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat.

The following components will be included:

- One (1) 1080P Rear Camera
- Two (2) 1080P Side Cameras
- All necessary cables

Camera Switcher

There will be one (1), HMU318 HD Image Processor multiplexer, 4 channel camera video switcher with remote control provided to allow single, dual, triplex, quad, trefoil, Y split and PIP view display modes on the vehicle information center display provided. The switcher will have one (1) CVBS, Composite Video Blanking and Sync, standard Definition video output and one (1) AHD, Analog High Definition video output for High Definition cameras.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include a see through housing, a power indicator, a status indicator and circuit indicators located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic

- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40 degrees Celsius to +70 degrees Celsius
- Storage temperature from -40 degrees Celsius to +70 degrees Celsius
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle

monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

TELEMATICS SYSTEM

Your vehicle will include a cellular-based vehicle telematics system including a telematic control unit with external cellular Wi-Fi and GPS antenna. Pierce will provide access to a web-based user interface portal that will allow users to access vehicle data collected as part of the system, allow users to configure monitoring tools, provide a global view of the location of each vehicle that has the system, provide a summary of fleet data, etc. The web-based user interface portal or certain features thereof may be provided on a subscription basis.

The telematic control unit will be fully integrated into the electrical system of the vehicle, will monitor the vehicle through the CAN data bus, and will transmit data through a secure AT&T 4G LTE cellular connection, and be provided with a 3 year subscription.

The web-based user interface portal will provide, among other features:

- User defined interval notifications
- User defined fault alerts
- Remote access to Command Zone™ diagnostics
- Vehicle analytics and activity monitoring
- Vehicle system status

The system is activated while building your vehicle and thereafter remains active for a 60-day grace period starting when your vehicle ships from the factory. This means that the system is active at the time of factory acceptance and during the 60-day grace period. By selecting this option, it is agreed that use of the system and the web-based user interface portal will be subject to the terms set forth in the Data Systems Agreement referenced at https://www.piercemfg.com/privacy-statement. Customers will be provided with an initial login at the time of factory acceptance to verify performance of the system and the web-based user interface portal. The term of the subscription, if any, will begin when the vehicle ships from the factory. If customers do not log into the web-based user interface portal and

confirm acceptance of the terms before the 60-day grace period ends, the system will be deactivated, and no new data will be collected or retained Pierce. Reactivation can be coordinated through the customer's authorized Pierce Dealer.

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

Six (6) Optima, Model D31M, 12 volt 900CCA batteries will be provided.

These batteries will include SAE posts.

BATTERY SYSTEM
There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH
There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS
Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS
One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER
There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the cab behind the driver seat.

REMOTE CONTROL PANEL - BATTERY CHARGER
There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.

The battery charger indicator will be located on the driver's seat riser.

INVERTER
There will be a Xantrex, Model 817-1000, 1000W, 12 volt DC to 120 volt AC inverter with a built in LCD display, on/off switch and internal 30A transfer relay provided.

The inverter will be connected battery direct through proper fusing. A load management solenoid will be installed between the battery and the inverter. The inverter will be connected to power when the battery switch is on and system voltage is above the low voltage threshold.

When the shoreline is connected to the truck, the internal auto transfer switch will allow AC shoreline power to pass through the inverter to the AC loads connected to the inverter.

Per NFPA 1900, 2024 Edition, Section 21.5.5.2, the alternator and/or battery system will be adequate to provide power for continuous operation for a minimum of 2 hours at full output.

Per the fire department specifications, if all DC loads on the NFPA required electrical analysis report are active, the alternator cannot provide adequate power for continuous operation for 2 hours. The apparatus will be non-compliant to NFPA 1900 standards at time of contract execution.

The load management system will activate in low voltage situations, and the inverter will be de-energized until chassis electrical system voltage recovers.

INVERTER LOCATION

The Inverter will be located in LS3, left side body compartment located on the left wall as high as practical.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.

BATTERY CHARGE INDICATOR

There will be a Kussmaul, Model 091-94-12, battery charge indicator installed on the driver's seat riser.

ALTERNATOR

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier

system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

POWER INVERTER COVER

A cover will be provided over the power inverter. The cover will be properly vented to meet the inverter manufacturer's specifications.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
    - If enabled:
        - "Load Man Hi-Idle On" will display on the information center.
        - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
    - ON = not shed
    - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be a HiViz, P/N FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille:

- The outside lamp on each side will contain P/N FT-4X6-HL with low beam LEDs.
- The inside lamp on each side will contain P/N FT-4X6-H with high beam LEDs.
- The lights will be controlled through the headlight switch.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided per the following:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.

- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical.
- Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical.

The lights will be installed without guards.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will be located approximately 11.25" lower than the center line of the headlight.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 26250R, LED lights used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor, Model AY-LB-12HW0**, white LED strip lights provided, one (1) for each cab door that will meet NFPA ground lighting requirements.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

ADDITIONAL PERIMETER LIGHTS

There will be one (1) Amdor® Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's installed with one (1) light under each side of the front bumper spaced evenly.

With the chassis battery switch energized, the lights will be activated by the same means as the body perimeter lights.

ENHANCED SOFTWARE FOR PERIMETER LIGHTS

All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.

The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.

STEP LIGHTS

There will be four (4) white LED step lights provided at the rear to illuminate the tailboard/step area.

These step lights will be actuated with the perimeter scene lights.

All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.

12 VOLT LIGHTING

There will be a HiViz Model FT-B-72-*-*, 2.56" high x 72.69" long x 3.31" deep 21,067 effective lumens 12 volt DC light with white LEDs configured with a combination of flood and spot optics mounted, as far forward on the cab roof as practical.

The painted parts of the light housing and brackets to be black.

The light will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model MP** 12 volt DC light(s) with white LEDs installed on the apparatus body located, high on each side of the rear body.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket MPR15* (chrome flange).

The lights will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch in a recessed cup located at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model P*H2*, 17,750 lumens 12 volt DC LED light(s) with flood optics installed on the apparatus, located one each end of the driver side body on the hatch compartment.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model P*H2*, 17,750 lumens 12 volt DC LED light(s) with flood optics installed on the apparatus, located one each end of the passenger side body on the hatch compartment.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

The light(s) may be load managed when the parking brake is applied.

HOSE BED LIGHTS

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in the current edition of applicable NFPA standards for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

WALKING SURFACE LIGHT

There will be Model FRP, 4.00" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

RADIO CUT OUT SWITCH

An on/off switch will be provided on the driver's side for the AM/FM radio. The switch will allow the driver to disable the AM/FM radio when it is necessary to hear other communications.

EMERGENCY MASTER SWITCH

The Emergency Master switch(es) will be red.

WATER TANK

Booster tank will have a capacity of 500 gallons and be constructed of UV stabilized ultra high impact polypropylene plastic by a manufacturer with a minimum of 20 years experience building tanks, is ISO 9001:2000 certified in all its manufacturing facilities, and has over 50,000 tanks in service.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

GRAVITY FED OUTLET

There will be a 0.75" gravity fed backpack refill line terminating with a female garden hose swivel thread adapter and a plug, provided on the right side exterior pump panel. A 0.75" "T" swing handle valve will be mounted at the outlet.

SLEEVE PLUMBING THROUGH TANK

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

WATER TANK RESTRAINT

A heavy-duty water tank restraint will be provided.

BODY HEIGHT

The height of the body will be 92.00" from the bottom of the body to the top of the body.

HOSE BED

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the point the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed will be directly above the rear compartment door. The dimension from the ground will be approximately 67.00" depending on the suspension and equipment load.

The hose bed will be at a minimum 85.00" long.

The hose bed walls will be unpainted.

Hose bed will accommodate 825' of 5", 1200' of 2.5", 150' of 2.5".

HOSE BED DIVIDER

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

HOSE BED COVER

A four (4) section full length hose bed cover, constructed of .125" bright aluminum treadplate will be furnished.The cover will be split into front and rear with each section having a left and right side. Each section will be attached with a full length stainless steel piano hinge. The sides will be slanted down.

If access to the water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that the tank may be filled without raising cover doors.

The cover will be reinforced so that it can support the weight of a man walking on the cover.

The cover is designed with the left cover opening first.

Chrome grab handles and gas filled cylinders will be provided to assist in opening and closing the cover. Rubber latches will be provided to hold the cover in the stowed position. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover.

The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.

At the rear of the hose bed, a black vinyl flap will be provided with Velcro strap and footman loop at the top. At the bottom of the flap, Velcro strap and footman loop will be provided. The bottom of the flap will be chain weighted.

The hose bed divider(s) will be connected to the upper rear handrail.

RUNNING BOARDS

A running board will be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards will be designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.

TAILBOARD

The tailboard will be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 18.00" deep and full width of the body. The outboard sides of the tailboard will be angled 45 degrees.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, BODY MATERIAL, PUC

The rear wall will be smooth and the same material as the body.

The rear wall body material will be painted. Unpainted aluminum overlays will be provided to allow for chevron application and to provide continuously smooth rear wall panels.

The outboard edges of the rear wall will be trimmed in polished stainless steel.

TOW BAR

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

COMPARTMENTATION

The apparatus body will be built of aluminum construction using a minimum of 0.125" thick, 5052-H32 aluminum.

The body panel assembly will be constructed in a fixture and consist of formed sheet metal for the front and rear bulkheads, door frames, floors, ceilings, and back walls. These parts will be welded together to ensure greatest longevity with no visible welds in compartment interior.

Welded construction will consist of 1.00" x 0.38" engineered plug weld holes that control the size, location, and the amount of weld required. The bodies will be assembled and welded from engineered prints that call out the size, location, and type of weld required.

In structural areas the sheet metal components will have flanges for welding. No butt joints will be allowed. Gussets and support posts will be provided for additional strength where needed.

The fender panel will be an integral part of the complete welded body assembly. All light and compartment holes are pre punched prior to construction to provide accuracy and rounded corners to prevent stress risers in the material.

Circular fender liners will be provided. For prevention of paint chips and ease of suspension maintenance the fender liners will be formed from brush finished 304L stainless steel, be unpainted, and removable for suspension maintenance.

Side compartment flooring will be of the sweep out design with the floor minimum of 1.00" higher than the compartment door lip.

Drip protection will be provided above the doors by means of aluminum extrusion, or formed bright aluminum treadplate.

The top of the compartment will be sheet metal and covered with bright aluminum treadplate rolled over the edges on the front, and rear. These covers will have the corners welded.

The aluminum treadplate covers will not make up the ceiling of the compartment.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the body support system will begin with the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system will include lateral frame rail extensions that are formed from 0.375" 80k high strength steel and bolted to the chassis frame rails with 0.625" diameter Grade 8 bolts.

The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body. The lateral frame extensions will be electro-coated for superior corrosion resistance.

The floating substructure will be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body, and absorb road shock and vibration.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body. Two (2) 3.50" diameter isolators are provided at the front of the body near the centerline of the vehicle above the chassis frame. A minimum of eight (8) - 2.55" diameter isolators will be provided, two (2) under each front compartment and two (2) under each rear side compartment. A minimum of four (4) 3.50" diameter isolators will be provided under the rear compartment.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. Documentation of the material meeting the standard will be provided at time of delivery.

LOUVERS

All body compartments will have a minimum of one (1) set of automotive style, dust resistant louvers pressed into a wall. The louvers will incorporate a one (1)-way rubber valve that provides airflow out of the compartment and prevents water and dirt from gaining access to the compartment. Compartments over the wheel will not have louvers.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis and strain gauging have been performed with special attention given to fatigue life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle on at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of the actual testing techniques will be made available upon request.

FEA will have been performed on all substructure components.

LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The pump operator's panel will be located in this compartment. The partition to the right of the pump operator's panel will be 2.50" in width. The interior dimensions of the remaining space in this compartment will be 13.25" wide x 53.63" high x 26.00" deep. The clear door opening will be a minimum of 47.25" wide x 53.63" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 22.88" high x 26.00" deep. The clear door opening will be a minimum of 57.25" wide x 22.88" high.

A full height, rollup door compartment behind the rear wheels will be provided.The interior dimensions of this compartment will be 51.75" wide x 54.63" high x 26.00" deep. The clear door opening will be a minimum of 49.25" wide x 54.63" high.

The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 50.00" wide x 53.63" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 47.00" wide x 54.50" high.

A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 22.88" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 57.00" wide x 23.00" high.

A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 52.00" wide x 54.63" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 49.00" wide x 54.50" high.

The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concave to help loose equipment fall to the ground and prevent it from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for the control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

the interior dimensions of this compartment will be 37.00" wide x 36.50" high x 25.88" deep in the lower 27.00" of the compartment and 15.00" deep in the remaining upper portion. The clear door opening will be a minimum of 33.88" wide x 26.63" high.

A removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments. The transverse opening will be a minimum of 22.00" wide x 27.50" high.

A drip pan will be installed below the roll of the door. A guard will be installed behind the roll of the door. The interior height of the compartment will be measured from the floor to the ceiling. The depth of the compartment will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

The rear roll up door will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concaved to help loose equipment fall to the ground and prevent loose equipment from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

PROTECTIVE TAPE

Protective tape, manufactured by 3-M, will be installed on the lower door openings of the body compartments.

CONTROL OF ELECTRIC DOOR LOCKS

The electric body door locks will be locked or unlocked with the cab controls.

In the event of loss of power, a manual override is available.

ELECTRIC DOOR LOCKS

There will be seven (7) door(s) located LS1,2,3, B1, RS1,2,3 equipped with electric locks. The switch for control will be located Panel 10 of the IP layout. In the event of loss of power, a manual override is available.

ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted job color.

There will be seven (7) compartments with the trim painted.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

HATCH COMPARTMENTS

Hatch compartments with two (2) lift-up, top opening hatch doors will be provided above the left and right side body compartments. Each hatch compartment will extend the full length of the side body compartmentation x 21.00" wide x 22.00" maximum depth. The compartments will extend the full length of the side body compartmentation except for a 20.00" recessed step area at the rear of the compartment on the access side.

Sides of the compartments will be constructed of the same material as the body and painted job color on the outside panels. A 2.00" tall formed aluminum painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will have a painted smooth weld.

Top of the compartments will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of each hatch compartment. Each door will have a lever handle with a slam style latch to hold the doors in the closed position.

These double pan doors will have lipped edges with a rubber seal for weather resistance.

Doors will be hinged on the outboard side and will be held open with pneumatic stay arms.

The compartments will have a 3/4" drain that extends to below the body. Black rubber matting shall be provided to help prevent stored equipment in pooled water.

There will be three (3) separate straight handrails provided for the step landing at the rear of the hatch compartment. The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a white LED light. The handrails will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

HATCH COMPARTMENT LIGHTING

There will be LED strip lights mounted full length on the interior, hinged side of each compartment.

Opening the hatch compartment door will automatically turn the hatch compartment lighting on.

MOUNTING TRACKS

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

ADJUSTABLE SHELVES

There will be seven (7) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS3 in the lower third, in RS3 in the upper third, in RS1 in the upper third, in LS1 centered between the floor and ceiling to left of the partition, in B1 centered between the floor and ceiling, in LS3 in the upper third and in LS1 in the upper third to the left of the partition.

SLIDE-OUT ADJUSTABLE HEIGHT TRAY

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The location(s) will be in LS3 centered between the floor and ceiling to right of the partition.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be two (2) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be LS2 and B1.

DRAWER ASSEMBLY

A slide-out drawer assembly will be installed LS3.

The clear dimension starting at the top of the cabinet with the first drawer will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimension of the second drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the third drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the fourth drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the bottom drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. Each drawer will be the same width and not exceed 36.00".

The drawers will have a capacity of 250 lb.

The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.

DRAWER ASSEMBLY

A slide-out drawer assembly will be installed in the RS1 compartment, 17" off the floor.

The clear dimensions starting at the top of the cabinet with the first drawer will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimensions of the third drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the fourth drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the bottom drawer will be 4.75" with a face plate that is 5.00". Each drawer will be the same width and not exceed 48.00".

The drawers will have a capacity of 250 pounds.

The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.

Reinforcement will be provided to the rear of the false bulkhead for the mounting of a swing out toolboard.

SLIDE-OUT TOOLBOARD

A slide-out aluminum toolboard will be provided. It will have a painted finish to match the compartment interior.

It will be a minimum of 0.188" thick with 0.203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. A handhold cutout will be provided on the outboard edge of the toolboard.

The board will be mounted on an undermount-roller bearing type slide rated at 250 lb with a factor of safety of 2.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50 pound force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

The board will have positive lock in the stowed and extended position.

The toolboard will be mounted on adjustable tracks side to side within the compartment.

There will be One (1) provided.

The toolboard(s) will be located in LS1 rear of vertical partition.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of 0.188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the back of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position.

The board will be mounted on adjustable tracks from front to back within the compartment.

One (1) toolboard(s) will be provided. The toolboard(s) will be spatter gray painted and installed in RS2 full height and width.

PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material painted spatter gray.

Each partition will be permanently sealed with caulk to ensure no water will leak to or from the adjoining compartments.

VERTICAL COMPARTMENT PARTITION

Four (4) partitions will be provided.

The partition construction will consist of body material painted spatter gray. Each partition will be the full vertical height of the compartment.

The location(s) will be in LS1, centered from left to right in the door frame, in RS1, 10.00" from the forward door frame, in RS1, 22.00" from the forward door frame and in RS1, 24.00" from the forward door frame.

SCBA HOLDER

There will be two (2) Zico, Model KD-UH-6-SF, SCBA bracket(s) mounted in the upper portion of the RS3 compartment.

RETENTION NETTING

Retention netting will be provided to retain compartment equipment from laying against the compartment door. The net(s) will be located in the upper portion of the LS1 compartment.

Each compartment door opening will be provided with a heavy black nylon webbing made of 1.00" nylon strap with a 2.00" box pattern. The nylon webbing will be fastened to one (1) side of the compartment in a fixed manner. The remaining sides will be secured with Hook and loop straps fastener(s).

A total of one (1) will be provided.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

Rub rails will be attached with bolts and spaced from the body with isolators that will help to absorb any moderate impact without damaging the body.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings.

A fender liner constructed of unpainted brushed stainless will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

HARD SUCTION HOSE

Hard suction hose will not be required.

HANDRAILS

Hansen handrails will be located on the front of the body in positions needed to meet NFPA requirements.

The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a white LED light. The handrail lighting will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

- Two (2) vertical Hansen handrails will be located at the rear, one on each side of the rear compartment. The handrail will be knurled aluminum and backlit with a white LED light. The hand rail will be activated with the application of the parking brake.
- Stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

HANDRAIL

There will be one (1) full width horizontal handrail provided below the hose bed at the rear of the apparatus. The handrail will be Hansen LED backlit knurled aluminum. The handrail will be lit with a white LED light. The handrail will be activated with the application of the parking brake.

Stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)

A total of one (1) extinguisher/air bottle/storage compartments will be provided on the right side rearward of the rear wheels. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black Dura-Surf friction reducing material will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of one (1) air bottle compartment, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the right side rearward of the rear wheels. The triangular door to cover the double air bottle opening and the fuel tank access. A painted stainless steel door with a flush Southco C2 black powder coated latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (SINGLE)

A quantity of one (1) air bottle compartment, approximately 7.50" wide x 7.50" tall x 26.00" deep, will be provided on the driver side rearward of the rear wheels. The triangular door will cover the air bottle opening, the DEF tank access, and fuel fill. The compartment will be square with angled corners. A painted stainless steel door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

Air Bottle Compartment Strap
A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

AIR BOTTLE STORAGE (TRIPLE)
A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the left side forward of the rear wheels. A painted stainless steel door with a flush Southco C2 black powder coated latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

Air Bottle Compartment Strap
A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

EXTENSION LADDER
There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER
There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE
The ladders will be stored inside the upper section of the right side compartments. This ladder rack will reduce the depth of the upper section in the side compartments.

A partition will be installed inside the compartment on the side of the rack to allow for equipment storage and to conceal the ladders.

The ladders will be 24' 2-section 900A and 14' roof 775A. The extension ladder shall be mounted with the fly section inboard..

The ladder storage assembly will be fabricated of stainless steel track channels to aid in loading and removal of ladders.

Rear of the ladder storage area will have a vertically hinged smooth aluminum door with a D-handle latch to contain the ladders.

FOLDING LADDER
One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER TROUGH
A stainless steel trough for the folding ladder will be provided in the long tool storage compartment on the left side.

PIKE POLE PROVIDED BY FIRE DEPARTMENT
The pike poles are not on the apparatus as manufactured. The fire department will provide and mount the pike poles.

There will be one (1) pike pole(s) provided. The pike pole(s) will be a Duo-Safety 10' pike pole.

PIKE POLE STORAGE

A aluminum tube with a 0.75" standard notch for an 8' or longer pike pole will be provided in the upper body compartment on the left side. One (1) pike pole will require a tube provided in this location.

6' PIKE POLE PROVIDED BY FIRE DEPARTMENT

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike poles.

There will be one (1) 6' pike pole(s) provided. The pike pole(s) will be a Duo-Safety 6' pike pole.

PIKE POLE STORAGE

A aluminum tube for a 6' pike pole with 0.75" standard notch will be provided in the upper body compartment on the left side. One (1) pike pole will require a tube provided in this location.

LONG ITEM STORAGE COMPARTMENT

One (1) compartment will be provided, recessed in the upper, inside part of body compartment on the left side for storage of long handle tools. The door will be made of smooth aluminum and have a Southco C2 black powder coated flush latch. The door will be provided with a Do Not Move Truck switch that will activate when the door is open. The door will be hinged on the outboard side.

LONG ITEM STORAGE COMPARTMENT

One (1) compartment will be provided, recessed in the upper, inside part of body compartment on the right side for storage of long handle tools. The door will be made of smooth aluminum and have a Southco C2 black powder coated flush latch. The door will be provided with a Do Not Move Truck switch that will activate when the door is open. The door will be hinged on the outboard side.

LADDER, TOP ACCESS

A wide easy climbing access ladder, constructed of aluminum rungs and extruded aluminum rails, will be provided on the left side at the rear of the apparatus. The inside climbing area of the ladder will be 13.75" wide.

The lower section of the ladder will be retractable into the upper section to eliminate interference with the rear FMVSS lights. When lowered the bottom rung will be lower than the body, approximately 16.00" to 20.00" from the ground to allow a lower first step height.

The ladder will be slanted when in use for easy access, and fold against the body for storage to reduce the overall length. Corrosion resistant, stainless steel spring-loaded locks will hold the ladder in place.

There will be a "do not move truck" indicator activated in the cab if the ladder is not in the stowed position when the parking brake is disengaged.

one (1) pair(s) of steel 1.05 O.D. mounting tubes welded to a steel plate will be bolted to both rear side compartments behind the rear wall of the truck. A removable 3/4" steel rod I zone bracket will be pinned into the tubes located below both sides of the hose bed.

PUMP CONTROL PANELS (LEFT SIDE CONTROL)

Pump controls and gauges will be located midship at the left side of the apparatus and properly identified.

The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment, to protect against road debris and weather elements. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel.

Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains.

Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The left side discharges will be controlled directly at the valve. There will be no push-pull style control handles.

Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color.

All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.

All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

The pump panels for the midship discharge and intake ports will be located ahead of the body compartments with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools.

A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.

PUMP

Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1.

The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance.

Pump will be the Class A type.

Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure
- 70 percent of rated capacity at 200 psi net pump pressure
- 50 percent of rated capacity at 250 psi net pump pressure

The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:

- 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source

Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing.

The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift.

The pump will include o-ring gaskets throughout the pump.

Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.

The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows.

For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. Removal of the main inlet wyes will provide access to the impeller, mechanical seal, and wear ring.

The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul.

For ease of service and overhaul there will be no piping or manifolding located directly over the pump.

PUMP MOUNTING

Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include one (1) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.

MECHANICAL SEALS

Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm2 to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X106mm/mm*K to be more resistant to thermal shock.

PUMP GEAR CASE

The integrated pump transmission gear case will use a pressure-lubricated system to cool, lubricate, and filter the oil. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A sight glass, accessible by tilting the cab, will be provided for easy fluid level checks.

The gear case will consist of three (3) gears to drive the pump.

CLUTCH

There will be a heavy-duty hydraulic clutch mounted directly to the integrated pump transmission to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable hydraulic system to assure superior performance.

LOW PRESSURE/HIGH TEMPERATURE LIGHTS

Lights will be provided to indicate when a high temperature or low pressure situation occurs. Lights will be provided next to the master gauges at the pump panel as well as on the control panel in the cab. A pair of lights will be provided in each location. One (1) light will be provided to indicate high temperature. The second light will be provided to indicate a low pressure. All lights will be labeled accordingly.

PUMPING MODE

Pump will provide for both pump and roll mode and stationary pumping mode.

Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set.

If the vehicle is equipped with a suitable Husky foam system or Hercules CAFS system, these systems will be engaged from the cab switch panel as well.

pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and setup the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to pump and roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. pump and roll mode will be maintained unless the transmission shifts out of first gear.

Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump.

A pump pressure reading will be displayed in view of the driver.

PUMP SHIFT

Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a blue rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed.

As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.

A secondary pump activation switch will be provided at the pump operator's panel to engage the pump. The switch will have a blue border with a guard to prevent accidental switch activation. Indicator lights will be provided to show that the pump is in gear.

TRANSMISSION LOCK UP

Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.

PUMP INTAKE RELIEF VALVE

An Akron Style 53 relief valve will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 50 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

PIERCE PRESSURE CONTROLLER

A Pierce electronic pressure controller will be provided.

A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller.

The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to Pressure Setting mode.

In the RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed.

Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing.

A pump cavitation protection feature will also be provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

Other safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits. The LCD screen and LED intensity will automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed.

The following information will be provided/displayed on the LCD screen:

- Engine RPM
- Check engine and stop engine warning indicators
- Engine oil pressure
- Engine coolant temperature
- Water pump transmission temperature
- Fuel Level
- Water tank level
- Battery voltage
- Operating mode (RPM or pressure)
- Pressure or RPM setting

On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions:

- High battery voltage

- Low battery voltage/engine off
- Low battery voltage/engine running
- High water pump temperature
- Low fuel
- Low engine oil pressure
- High engine coolant temperature
- Water tank out of water (visual alarm only)
- No engine response (visual alarm only)

The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu.

The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

GARDEN HOSE DIRECT TANK FILL

There will be a 0.75" direct tank fill terminating at the RS PUC panel pump panel with a female garden hose swivel thread adapter and plug. A 0.75" swing handle valve and plumbing will be provided.

The direct tank fill will be plumbed to the water tank dome just above the height of the overflow pipe to eliminate head pressure while in use. A stainless steel elbow will be installed in the water tank dome, pointing down to prevent water from entering the over flow tube.

RECIRCULATING LINE WITH CHECK VALVE

A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.

GARDEN HOSE OUTLET

There will be one (1) outlet at the left side pump panel.

The outlet will be gravity fed from the water tank using A 0.75" diameter plumbing with a quarter turn valve located on the pump panel near the outlet. A cap and cable will be provided.

THERMAL RELIEF VALVE

A Pierce thermal relief valve will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 120 Degrees F (49 C).

The thermal protection system will include a amber warning light and audible alarm mounted on the pump operator panel.

The discharge line will be 3/8 inch diameter tubing plumbed to ground near pump operator's panel.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.

INLET BUTTERFLY VALVE

There will be one (1) butterfly valve provided on the left side main pump inlet.

The 6.00" inlet valve will be recessed behind the pump panel.

A built-in, adjustable pressure relief valve and a bleeder valve will be provided on the inlet side of the valve.

There will be an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

The electric actuator will be furnished with a manual override, extended to the pump panel.

A manual override wrench will be provide to manually open or close the valve.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

FRONT INLET

A 5.00" inlet front inlet that terminates on top of the right side bumper extension will be provided.

The plumbing will consist of 5.00" stainless steel and a 5.00" Jamesbury butterfly valve. Only radius elbows will be used in the piping, no mitered joints.

Drains will be furnished in all the low points of piping and have .75" valves with T swing handle.

Bleeder valves will be located near the threaded connection and the valve control.

Die cast zinc screens will be provided at the front inlet connection.

FRONT INLET CONTROL

The front inlet will be gated and controlled with an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

FRONT INLET INTAKE RELIEF VALVE

An Akron Brass Style 53 intake pressure relief valve will be provided on the inlet side of the valve preset at 125 psig .

The pressure relief valve will be adjustable from 50 to 250 psi.

The outlet will be 2.50" National Standard hose thread and terminate below the frame rails and will have a "do not cap" warning tag near the discharge outlet.

FRONT INLET ELBOW

The front inlet will have a 5.00" inlet elbow with swivel, terminating with Male National Standard Hose Thread.

The swivel will be Chrome.

A quarter-turn style of bleeder will be provided on the front inlet elbow.

FRONT INLET CAP

The front inlet will have National Standard hose threads with a long handle cap.

The cap will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

INLET BLEEDER VALVE

A 0.75" quarter turn, bleeder valve will be provided for each for each side gated inlet. The valves will be located behind the panel with a "T" handle control extended to the outside of the panel. The water, that is discharged by the valve, will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The right side discharges will incorporate a quarter-turn ball valve and be controlled by Akron 9335 electric valve controllers provided on the pump operators panel. The electric controls must be of a true position feedback design, requiring no clutches in the motor or current limiting. The units must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate their corresponding valve actuator. The controllers will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option. In addition to the valve controls, the electric valve controllers will include a pressure display

All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.

LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.

RIGHT SIDE DISCHARGE OUTLETS

One (1) discharge outlet with a 2.50" valve will be provided on the right side of the apparatus, terminating with a 2.50" MNST adapter. The discharge(s) will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be Akron 9335 electric valve controller(s) provided on the pump operators panel. The electric control(s) must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit(s) must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller(s) will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, each controller will include a pressure display.

LARGE DIAMETER DISCHARGE OUTLET

There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel.

The valve will be controlled with a(n) Akron 9335 with pressure located at the pump operator's panel.

LARGE DIAMETER OUTLET ADAPTER

one (1) 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread x 5.00" Storz adapter. A 5.00" Storz cap and chain will be provided with the adapter.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center tray on the driver side, in the rearmost corner. See aftermarket modifications to 36006.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST chrome adapter.

There will be automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

One (1) discharge outlet will be piped to the rear of the hose bed on left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread. Discharge piping will be schedule 10 304L welded or formed stainless steel and routed through the water tank.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

HOSE BED DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the front of the hose bed, in the on the left side bed. Plumbing will consist of 2.50" schedule 10 304L welded or formed stainless steel piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel. A 2.50" valve will be provided.The deluge riser will allow flow for 1000 GPM.

TELESCOPIC PIPING

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

DELUGE OUTLET SPECIAL INSTRUCTIONS

The deluge gun outlet will be located moved back 18.00 .

MONITOR

A Task Force Tips Crossfire #XFT-NJ monitor will be properly installed on the deluge riser. This monitor will be painted to match the body.

NOZZLE

A Task Force Tips Master Stream Series M-R nozzle will be provided.

Included will be a Task Force Tips XF-SS5 stream straightener and MST-4NJ quad stacked tips.

Tip sizes will be 1.38", 1.50", 1.75" and 2.0".

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

CROSSLAY MODULE

The crosslay module will be standard width.

The forward, upper corners of the module will have full body corners.

CROSSLAY HOSE RESTRAINT

A 1.00" black nylon webbing design restraint will be provided across the ends of crosslay(s) to secure the hose during travel. The webbing assembly is to be attached at the front of the crosslay(s) with a permanent attachment. At the rear, one (1) vertical metal bar(s), the height of the crosslay bed, will hook onto footman loops at the top of the bed. 1.00" web straps will loop through footman loops at the bottom corner of the bed and attach to the bottom of the bar with a 1.00" hook and loop fastener.

LOWER CROSSLAY

There will be two (2) lower crosslays provided.

1.50" Crosslay

There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe.

The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment.

There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 1.75" double jacket hose.

Crosslay Hose Tray

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

PARTITION IN ENCLOSURE

One (1) partition will be bolted in the upper crosslay module enclosure adjustable side to side.

LONG TOOL ENCLOSURE

An enclosure will be provided for storage in the upper crosslay module. The enclosure will be removable to allow access to the pump. The stored items will removable from either side of the truck. The enclosure will be max size.

A vertically hinged painted aluminum door with a pair of Southco C2 black powder coated raised trigger latches will be provided on each end of the storage. The doors will be hinged along the rearward edge.

BOOSTER HOSE REELS

Two (2) Hannay electric rewind aluminum booster hose reels will be installed over the pump in a recessed open compartment, one each side.

A polished stainless steel roller and guide assembly will be mounted on each side of the apparatus.

Discharge controls will be provided at the pump operator's panel. Plumbing to the reels will consist of 1.50" Aeroquip hose and a 1.50" valves.

Reel motors will be protected from overload with a circuit breaker rated to match the motors.

Electric rewind control will be two (2) rubber covered buttons, one (1) mounted on each pump panel adjacent to the hose reel.

BOOSTER HOSE

Booster hose, 1.00" diameter and 100 feet long, with chrome plated Barway, or equal, couplings will be provided on each reel.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 100 feet of 1.00" booster hose.

HOSEREEL ACCESS

A quantity of two (2) cutout(s) will be provided in the hose reel cut outs for the hose reel(s). These cutout(s) will allow access to the hose and provide a window to view the reel. Stainless steel rollers with nylon bushings will be mounted horizontally and vertically around the cutout.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The

system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the lower rear crosslay, lower front crosslay, center of front bumper, hose reel in left side of dunnage area, hose reel in right side of dunnage area and left rear outlet.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 40 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Phoscheck WD881. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN
The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up One (01) Truck apparatus and/or similar Pierce job number.

PUMP OPERATOR'S PANEL DRAWING
A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc.., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

COLOR CODED TAGS
A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS
A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP PANEL CONFIGURATION
The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL
The pump operator's panel and gauge panels will be brushed stainless steel finish.

The side panels will be brushed stainless steel finish.

PUMP AND PLUMBING ACCESS

Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump.

Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels. Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the plumbing area.

The light(s) will be activated by a toggle switch located in the pump compartment area.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled and put within easy reach of the operator.

RADIO SPEAKER

A Atkinson Dynamics ADSF-25-Z, radio speaker will be provided and mounted at the pump panel. There will be a weatherproof off/on/volume control provided on the pump panel. Wiring will be provided from the control to the on the driver side pump panel for the customer's connection.

SPEAKER ON / OFF SWITCH

An On / Off switch and label will be provided on the pump panel switch panel for the two-way radio speaker at the pump panel.

COLOR CODED TAG(S)

There will be One (1) outlet(s) with special wording. These special wording tag(s) will be used for labeling the pressure gauge(s), control(s), outlet(s) and drain(s). The following outlet(s) will have

special wording Match 36006. They will say the following Match 36006. The tag(s) will have the following color(s) Match 36006.

CONTROL LOCATION

NFPA 1900, 2024 Edition, Section 7.11.4 states that the central midpoint or centerline of any control will be no more than 72.00 inches vertically above the ground or platform that is designed to serve as the operator's standing position

The Husky 3 foam controls will be located higher than 72.00 in. The apparatus will be non-NFPA compliant at time of delivery.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Innovative Controls.

The gauges will be a minimum of 6.00" in diameter and will have white faces with black markings, with a pressure range of 30.00" 0-600 psi.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©.

They will be a minimum of 2.50" in diameter and will have white faces with black lettering.

Gauges will be compound type with a vacuum/pressure range of 30.00"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

WATER LEVEL GAUGE

An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.

To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

MINI SLAVE UNIT

An electric water level gauge will be provided in the cab that registers water level by means of five (5) LEDs. They will be at 1/4 level increments with a tank empty LED. The LEDs will be a bright type that are readable in sunlight and have a full 180-degree of clear viewing.

The water level gauge in the cab will be activated when the pump is in gear.

ADDITIONAL WATER LEVEL GAUGE

There will be three (3) additional Fire Research MaxVision, model WLA280-A00, water tank remote indicator(s) provided and installed 1 each side of the cab to match 36006 and one on the rear body.. The indicators will show the volume of water in the tank on 96 easy to see super bright Tri-color LEDs. The indicator case will be waterproof and manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color:

- Red for 25 percent or less
- Amber for up to 50 percent volume
- Blue for up to 75 percent volume
- Green for up to 100 percent volume

When the level reaches 25 percent, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three (3) times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the pump is in gear.

FOAM LEVEL GAUGE

A Pierce electric foam level gauge will be provided on the operator's panel, that registers foam level by means of nine (9) LEDs. There will also be a mini foam level gauge with five (5) LEDs in the cab. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180 degree of clear viewing. The gauge will match the water level gauge in the pressure controller.

To further alert the pump operator, will have a warning flash when the tank volume is less than 25 percent, and will have Down Chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell. This method provides accuracy with an array of multi-viscosity foams.

The foam level gauge in the cab will be activated by pump is in gear.

SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING

Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. Internal and external lights on the apparatus will be illuminated per the current edition of applicable NFPA standards.

The pump panels will be illuminated by two (2) Truck-Lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets and chrome covers installed on the back of the cab, one (1) on the driver's side and one (1) on the passenger's side.

The pump operator's panel will utilize the same LED strip lighting at the forward doorframe as all other compartment lighting.

There will be a small white LED pump engaged indicator light installed overhead.

AIR HORN SYSTEM

One (1) Hadley round air horn with 6.00" bell will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

Air Horn Location

The air horn will be located on the left side of the bumper, just outside of the frame rail.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side foot switch
- Steering wheel horn ring with electric/air horn selector switch

ELECTRONIC SIREN

There will be a Whelen®, Model 295SDA1, electronic siren with noise canceling microphone and traffic directing light control provided.

This siren to be activated when the battery switch is on.

Electronic siren head will be recessed in the driver side inside switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

MECHANICAL SIREN, (AUXILIARY)

A B & M "Super Chief" mechanical siren will be furnished. A siren brake button will be installed on the switch panel.

The mechanical siren will be recessed in the front bumper on the left side. The siren will be properly supported using the bumper framework.

The mechanical siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.

FRONT ZONE UPPER WARNING LIGHTS

There will be a 81.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the left side end position.
- One (1) red flashing LED module in the left side front corner position.
- One (1) red flashing LED module in the left side first front position.
- One (1) red flashing LED module in the left side second front position.
- One (1) white flashing LED module in the left side third front position.
- One (1) red flashing LED module in the left side fourth front position.
- One (1) white flashing LED module in the left side fifth front position.
- One (1) red flashing LED module in the left side sixth front position.
- One (1) 795 LED traffic light controller sent to national standard high priority in the center positions.
- One (1) red flashing LED module in the right side sixth front position.
- One (1) white flashing LED module in the right side fifth front position.
- One (1) red flashing LED module in the right side fourth front position.
- One (1) white flashing LED module in the right side third front position.
- One (1) red flashing LED module in the right side second front position.
- One (1) red flashing LED module in the right side first front position.
- One (1) red flashing LED module in the right side front corner position.
- One (1) red flashing LED module in the right side end position.

There will be clear lenses included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules
- the traffic light controller will be by a cab switch with emergency master control
- there will be no momentary switch to activate the traffic light controller

The white LED modules and the traffic light controller will be disabled when the parking brake is applied.

The eight (8) red LED modules in the front positions may be load managed when the parking brake is applied.

SIDE WARNING LIGHTS

There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the roof, one (1) on each side, over the cab doors.

Each lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the inside front corner position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

These lights may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be four (4) Whelen®, 4.31" high x 6.75" wide x 1.37" deep lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps per the following.

- One (1) Model M6** flashing light installed in the left side outside position. The left side outside warning light to include red LEDs.
- One (1) Model M6RS steady burning light installed in the left side inside position. The light will include red LEDs.
- One (1) Model M6RS steady burning light installed in the right side inside position. The light will include red LEDs.
- One (1) Model M6** flashing light installed in the right side outside position. The right side outside warning light to include red LEDs.
- The lens color(s) to be clear.
- The housing to be polished and the trim shall be chrome.

There will be a switch in the cab on the switch panel to control the lights.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights located, one (1) each side on the bumper extension. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include red warning LEDs.

- Two (2) lights located, one (1) each side of cab rearward of crew cab doors. The driver's side, side middle light to include red warning LEDs and the passenger's side, side middle light to include red warning LEDs.
- Two (2) lights located, one (1) each side above rear wheels. The driver's side, side rear light to include red warning LEDs and the passenger's side, side rear light to include red warning LEDs.
- The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Weldon, Model 8401-0000-20, 16.00" long x 0.75" high x 0.625" deep amber 12 volt DC LED flashing strip lights provided.

- One (1) light on the left side cab door.
- One (1) light on the right side cab door.
- One (1) light on the right side crew cab door.
- One (1) light on the left side crew cab door.

Each light will be located over the door window.

Each light will be activated when the battery switch is on, respective door is opened and no other controls are on.

Each light will be installed so the flash pattern directs traffic away from the doors.

ELECTRICAL CONNECTORS FOR WARNING LIGHTS

The lights will be installed with a weatherproof insulated crimped connectors in order to provide ease of connection/disconnection of the circuit applied to.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M9*CZ, 6.50" high x 10.38" long x 1.37" deep flashing LED warning light(s) with white LED scene lights and chrome trimOne on DS Cab between front and c/c door, one on forward portion on DS Hatch Comp .

The color of the flashing LEDs will be red.

The flashing LED warning light(s) will include a lens that is lens color(s) to be clear. The scene LEDs will include a clear lens.

There will be a switch in the cab on the switch panel to control the flashing LED warning light(s).

The scene LEDs will be activated by a switch at the driver's side switch panel.

The warning and scene LEDs may be load managed when the parking brake is applied.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M9*CZ, 6.50" high x 10.38" long x 1.37" deep flashing LED warning light(s) with white LED scene lights and chrome trimONE on PS cab between Front and C/C doors, ONE on forward portion of passenger side hatch compt.

The color of the flashing LEDs will be red.

The flashing LED warning light(s) will include a lens that is lens color(s) to be clear. The scene LEDs will include a clear lens.

There will be a switch in the cab on the switch panel to control the flashing LED warning light(s).

The scene LEDs will be activated by a switch at the driver's side switch panel.

The warning and scene LEDs may be load managed when the parking brake is applied.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR WARNING LIGHTS

There will be two (2) Whelen®, Model M9*C, LED flashing warning light(s) with bezel(s) provided above the taillights .

The color of these light(s) will be red.

These light(s) will be controlled with the rear upper warning switch.

These light(s) will include a lens that is clear.

WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

There will be four (4), Whelen®, Model M9**C, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning lights with chrome trim provided at the rear of the apparatus per the following:

- The side upper rear light on the left side to include red flashing LEDs.
- The rear upper light on the left side to include red flashing LEDs.
- The rear upper light on the right side to include red flashing LEDs.
- The side upper rear light on the right side to include red flashing LEDs.
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen, Model TAL65, 36.01" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The lens color(s) to be clear.

This traffic directing light will be mounted over the hosebed, between the body side sheets, in a treadplate box on the cross tube at the rear of the apparatus.

The traffic directing light will be installed in a treadplate box, mounted to the rear face of the cross tube.

The traffic directing light will be controlled by the electronic siren control head.

120 VOLT RECEPTACLE

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex GFCI receptacle(s) with interior stainless steel wall plate(s), installed behind the driver seat. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the on board 12 volt DC to 120 volt AC power inverter.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

120 VOLT RECEPTACLE

There will be seven (7), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior gray plastic wall plate(s), installed high in the upper right corner of each body compt DS, High in the upper left corner of each body compt PS to match SH2 drawing.. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA LOOSE EQUIPMENT

NFPA Required Loose Equipment Provided by Fire Department

The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department:

- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.

NFPA Loose Equipment That Should be Considered

The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered:

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min).
- Four (4) SCBA apparatus
- Four (4) SCBA spare cylinders
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft × 18 ft (3.7 m × 5.5 m).
- One (1) automatic external defibrillator (AED).

SOFT SUCTION HOSE

There will be no soft suction hose provided.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

CAB PAINT

The cab will be painted 525 Red.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted (unless otherwise stated in a secondary option) are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted to match lower job color.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

REAR CHEVRON STRIPING
There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear roll up door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

JOG(S) IN REFLECTIVE BAND
The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately 45 degrees when installed.

REFLECTIVE STRIPE OUTLINE
A black outline will be applied on the top and the bottom of the reflective band. There will be three (3) set of outline stripes required.

CAB DOOR REFLECTIVE STRIPE
A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the current edition of applicable NFPA standards.

LETTERING
The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING
Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING
There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be two (2) letters provided.

LETTERING
There will be genuine gold leaf lettering, 5.00" high, with outline and shade provided. There will be ten (10) letters provided.

LETTERING
There will be reflective lettering, 3.00" high, with outline and shade provided. There will be ten (10) letters provided.

LETTERING
One (1) to twenty (20) reflective lettering, 4.00" high, with no outline or shade will be provided.

LETTERING
There will be reflective lettering, 5.00" high, with outline and shade provided. There will be five (5) letters provided.

LETTERING
There will be reflective lettering, 12.00" high, with no outline or shade provided. There will be three (3) letters provided.

LETTERING
There will be reflective lettering, 8.00" high, with outline and shade provided. There will be nine (9) letters provided.

LETTERING
There will be reflective lettering, 20.00" high, with no outline or shade provided. There will be two (2) letters provided.

LETTERING
There will be genuine gold leaf lettering, 7.00" high, with outline and shade provided. There will be 14 letters provided.

DECAL INSTALLATION
There will be one (1) pair of decals furnished by the fire department and applied by the apparatus manufacturer.

FIRE APPARATUS PARTS MANUAL
There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

Service Parts Internet Site
The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUAL

The chassis operation manual will be provided on one (1) USB flash drive.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY
The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION
A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP
The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY
A Pierce fifty four (54) month warranty will be provided for the camera system**.**

COMPARTMENT LIGHT WARRANTY
The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY
The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY
The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.

WATER TANK WARRANTY
A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY
The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY
A R-O-M Corporation rollup door limited warranty will be provided. The mechanical components of the rollup door will be warranted against defects in material and workmanship for a period of seven (7) years. The door ajar switch will be warranted for a period of three (3) years and all other electrical components will be warranted for a period of one (1) year. A seven (7) year limited warranty will be provided on painted rollup doors.

The limited warranty certificate, WA0206, is included with this proposal.

SIX (6) YEAR PARTS, ONE (1) YEAR LABOR

The pump and its components will be provided with a six (6) year parts and one (1) year labor limited warranty. The manufacturer's warranty will provide that the pump and its components will be free from failures caused by defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact
The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact
The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact
The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

Roof Crush
The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Additional Roof Crush
The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION
Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION
Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION
Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH
Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap

and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
    - The nameplate rating of the alternator.
    - The alternator rating under the conditions specified per:
        - Current edition of applicable NFPA standards.
    - The minimum continuous load of each component that is specified per:
        - Current edition of applicable NFPA standards.

- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.

ITEM # 23

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Chad Van Meeteren, Fire Chief

SUBJECT: **FIRST READING OF ORDINANCE NO. 1164 – AN ORDINANCE UPDATING THE 2025 EDITION OF THE CALIFORNIA FIRE CODE AND ADOPTION OF RESOLUTION NO. 9981, SETTING FORTH LOCAL CONDITIONS JUSTIFYING AMENDMENTS TO THE 2025 EDITION OF THE CALIFORNIA FIRE CODE**

DATE: October 7, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Introduce by title only and waive further reading of Ordinance No. 1164:

   AN ORDINANCE AMENDING SECTIONS 93.01, 93.03, 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, TO UPDATE REFERENCES TO, ADOPT, AND ENFORCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE; and

2) Adopt Resolution No. 9981; and

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

FISCAL IMPACT

There is a one-time impact on the Department of Fire-Rescue's FY 2025-2026 budget that will be incurred to replace reference documents and to provide staff training on the new code and requirements. The cost estimated is not anticipated to exceed ($7,500) seven thousand five hundred dollars.

BACKGROUND

Ordinance No. 1127 passed its first reading at the February 7, 2023 City Council meeting. The 2019 California Fire Code was superseded by the 2022 California Fire Code, which became state law on January 1, 2022. The City of Santa Fe Springs Department of Fire-Rescue needs to adopt the 2025 California Fire Code with amendments under Chapter 93 of the Santa Fe Springs City Municipal Code of Ordinances. The code is amended for a variety of reasons, including updates to include revisions to definitions, energy storage systems, updated references, and adoption of model code text for more clarity and alignment with current technologies.

ANALYSIS

California periodically updates its fire safety building standards, including the California Fire Code, Wildland-Urban Interface Code, and related standards via the California Building Standards Commission and State Fire Marshal. The 2025 updates include important changes intended to address new fire risks, advances in technology, climate change, wildfire exposure, and public safety.

ENVIRONMENTAL

Environmental and Public Health and Safety benefits include improved protection of life and property from fire, enhanced safety through more current standards for electrical hazards, energy storage, batteries, fire alarm/notification systems, and reduced risk of catastrophic fires spreading from or to structures.

DISCUSSION

The City of Santa Fe Springs Department of Fire-Rescue needs to adopt the 2025 California Fire Code with amendments under Chapter 93 of the Santa Fe Springs City Code of Ordinances. The code has been amended to reflect updates from various International Code Councils and California Fire Code committees, incorporate current industry practices, and align with recent changes in state and federal law.

SUMMARY/NEXT STEPS

Given the foregoing, staff recommends adoption of the proposed ordinance to update the City's Fire Code to the 2025 edition of the California Fire Code (and related standards), effective October 7, 2025, to ensure compliance with state law and improved public safety, and directing staff to implement the transition.

ATTACHMENT(S):

A. Ordinance No. 1164
B. Resolution No. 9981

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

ORDINANCE NO. 1164

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING THE 2025 EDITION OF THE *CALIFORNIA FIRE CODE*, WITH AMENDMENTS, BY AMENDING SECTIONS 93.01, 93.03 AND 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. The City Council hereby repeals in its entirety Section 93.01 (Adoption of California Fire Code and Other Recognized Standards) of the Santa Fe Springs Municipal Code.

SECTION 2. The City Council hereby amends Chapter 93 (Fire Prevention and Protection) of the Santa Fe Municipal Code with the addition of a new Section 93.01 (Adoption of California Fire Code and Other Recognized Standards) to read as follows:

Section 93.01 (Adoption of California Fire Code and Other Recognized Standards)
The City of Santa Fe Springs adopts by reference the 2025 edition of the California Fire Code based on the 2024 International Fire Code, including Chapter 4 and Appendices B, C, D, E, F, and G. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted – Chapter 1, Division II, Chapters 1, 3, 25, and Sections 503 and 5707. One (1) copy of the California Fire Code is on file in the office of the City Clerk of the City of Santa Fe Springs.

SECTION 3. The City Council hereby repeals in its entirety Section 93.03 (Amendments to the Fire Code) of the Santa Fe Springs Municipal Code.

SECTION 4. The City Council hereby amends Chapter 93 (Fire Prevention and Protection) of the Santa Fe Municipal Code with the addition of a new Section 93.03 (Amendments to the Fire Code) to read as follows:

Section 93.03 (Amendments to the Fire Code)
That the following sections are hereby revised:

Section 101.1.
Insert: City of Santa Fe Springs
Title. These regulations shall be known as the *Fire Code* of the City of Santa Fe Springs, hereinafter referred to as “this code.”

Section 102.10 is added to read as follows:

Conflicting provisions. Where there is a conflict between a general requirement and a specific requirement, the fire code official shall decide which requirement meets the general intent of this code.

Section 105.5 is amended to read as follows:

Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Section 105.5.1 through 105.5.59, or as required by the fire code official.

Section 105.5.16 is amended to read as follows:

Explosives. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56, or when a local permit or approval by the fire code official is required per CCR Title 19, Division 1, Chapter 6- Fireworks, or Chapter 10- Explosives.

Section 105.6 is amended to read as follows:

Required construction permits. The fire code official is authorized to issue construction permits for the work set forth in Section 105.6.1 through 105.6.25, in addition to the construction, addition, alteration, installation, modification or repair of any building, or building system and equipment, or as required by the fire code official.

Section 108.7 is added to read as follows:

False fire alarm response. A service charge for the response and investigation of false alarms, in accordance with the fee schedule as established through City Council resolution, may be required.

Section 108.8 is added to read as follows:

Cost recovery. The City shall be entitled to recover the cost of emergency services as described in subsections 1 through 4 below. Service costs shall be computed by the fire department and shall include the costs of personnel, equipment facilities, materials and other external resources.

1. Any person or corporation who allows a hazard to exist on property under the control of that person or corporation, after having been ordered by the fire department or other City department to abate that hazard, is liable for the cost of services provided by the fire department should an emergency arise as a result of said unabated hazard.

2. Any person or corporation whose negligence causes an incident to occur on any public or private street, driveway or highway, which, for the purposes of life, property or environmental protection, places a service demand on the City fire department resources beyond the scope of routine service delivery, shall be liable for all costs associated with that service demand.

3. Any person or corporation responsible for property equipped with fire protection or detection devices which, due to malfunction, improper manipulation or negligent operation

causes a needless emergency response by the fire department to the property shall, during a one-year period consisting of January 1 – December 31 of any given year and after written notification by the fire department be liable for all future costs associated with each subsequent needless response caused by those devices.

4. Any person or corporation who conducts unlawful activity which results in fire, explosion, chemical release or any other incident to which the fire department responds for the purpose of performing services necessary for the protection of life, property or the environment, shall be liable for the costs associated with the delivery of those services.

Section 113.3.1 is amended to read as follows:

Service. A notice of violation issued pursuant to this code shall be served upon the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation, either by personal service, mail, electronic mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned or locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the notice of violation shall be mailed by certified mail with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant or both.

Section 113.4.

Insert: Misdemeanor, $1,000.00, 180 days

Section 114.4 is added to read as follows:

Failure to comply. Any person, who continues any work having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not more than $1,000.00 dollars per day.

Section 202 is amended by adding or modifying the following definitions:

Addition. An extension or increase in floor area or height of a building or structure.

All-Weather Surface. A road surface of asphalt, concrete, approved pavers, or an engineered surface such as decomposed granite compacted to 95% capable of supporting 80,000-pound fire apparatus in all weather conditions.

False Alarm. In addition, the activation of any local or central station alarm which results in a response by the fire department, and which is caused by the negligence, lack of proper maintenance or intentional misuse of the fire alarm system by the owner, its employees, agents or any other activation of a fire alarm system not caused by heat, smoke or fire. Whenever the fire department responds to the location of a false alarm and finds that there is no evidence of a fire or of external causes beyond the control of the owner or person in possession that may have caused the alarm, the activation shall be presumed to be a false alarm.

Fire Apparatus Access Road. A road that provides fire apparatus access from a fire station

to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, access roadway, and anything that augments fire ground operations.

Fire hazard. Any condition or conduct which: (a) increases or may increase the threat of fire

to a greater degree than customarily recognized as normal by persons in the public service

regularly engaged in preventing, suppressing or extinguishing fire or (b) may obstruct, delay,

hinder or interfere with the operations of the fire department or the egress of occupants in the

event of fire.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of maintenance.

Section 301.3 is added to read as follows:

Hazard discontinuation. The fire code official is authorized to require the discontinuance of any hazardous, offensive or nuisance condition.

Section 503.2.1 is amended to read as follows:

Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7924 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4114.8mm).

Section 503.3.1 is added to read as follows:

Fire lane designation. Where the fire code official determines that it is necessary to ensure

adequate fire access, the fire code official may designate existing roadways as fire apparatus

access roads as provided by Vehicle Code section 22500.1.

Section 504.5 is added to read as follows:

Access signage. When required by the fire code official, exterior and interior doors shall be identified as to the function of that room or area, or when the door is not functional.603.4.1.1 is repealed in its entirety:

Section 901.1.1 is repealed in its entirety:

Section 901.11 is added to read as follows:

Fire Protection Equipment Access. Unobstructed access and adequate working space to fire protection equipment shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to any fire protection system.

Section 903.2 is added to read as follows:

Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21. Mezzanines shall be included in the total square footage calculation.

Section 903.2.1.1 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.1.3 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.1.4 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.3 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.4 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.7 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.9 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.9.1 is amended to read as follows:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (465 sq. m)

2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (465 sq. m)

Section 903.2.9.2 is amended to read as follows:

Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 5,000 cubic feet shall be equipped with an automatic fire sprinkler system in accordance with Section 903.3.1.1.

Section 903.2.10 is amended to read as follows:

1. Where the fire area exceeds 5,000 square feet (465 sq. m)

Section 903.3.1.3 is amended to read as follows:

NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one and two-family dwellings and townhomes shall be permitted to be installed throughout in accordance with NFPA 13D, including garages per NFPA 13D A8.3.4.

Section 903.6.1 is added to read as follows:

Retrofit requirements. In existing building(s) when additions, alterations and /or repairs to such building(s) causes the floor area to exceed 5,000 square feet or the height to exceed 40 feet or three or more stories irrespective of height.

In existing buildings(s) over 5,000 square feet when alterations and/or additions to such buildings exceed 25% of the current assessed value of said building(s) in accordance with the Los Angeles County Assessor's records.

For the purpose of clarification, additions, alterations and repairs, or where a change of use and/or occupancy is taking place, the entire building shall be made to comply with the provisions of this section.

Section 903.6.2 is added to read as follows:

Consideration for separation walls. Requirements for automatic fire sprinkler systems may be waived by the fire code official if the building is divided into areas of less than 5,000 square feet, provided the building is not considered a three story or higher building,. Such divisions shall be made by the construction of a four-hour fire resistive area separation wall(s) which meet the requirements of the California Building Code. Four hour walls shall be required regardless of type of building construction type used.

Area separation walls shall be without openings or penetrations. Area separation walls shall extend from the foundation to a point at least 30 inches above the roof.

Section 907.2 is amended to read as follows:

Where Required-new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this Code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.29 and provide occupant alarm initiation, notification and annunciation, in accordance with 907.6, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for the fire alarm system employing automatic fire detectors of water-flow detection devices. Where other sections of this Code allow elimination of fire alarm boxes due to fire sprinkler or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

Section 907.2.1 is amended to read as follows:

Delete Exceptions.

Section 907.2.2 is amended to read as follows:

Delete Exception.

Section 907.2.2.1 is amended to read as follows: Delete Exception.

Section 907.2.2.3 is amended to read as follows: Delete Exception.

Section 907.2.3 is amended to read as follows:
Delete Exceptions.

Section 907.2.4 is amended to read as follows:
Delete Exception.

Section 907.2.7 is amended to read as follows:
Group M. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies.

Section 907.2.7.1.1 is amended to read as follows:
Occupant notification. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall be required to activate the occupant notification appliances in accordance with Section 907.5.2.2

Section 907.4.2 is amended to read as follows:
Manual fire alarm boxes. Where a manual fire alarm system is required by another section of the Code, or as required by the Fire Code Official, it shall be activated by fire alarm boxes installed in accordance with Sections 907.4.2.1 through 907.4.2.6.

Section 907.5.2.3 is amended to read as follows:
Visible alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.4. Notification appliances shall remain activated when the fire alarm system has been silenced.

Section 907.9 is amended to read as follows:
Where required in existing buildings and structures. An approved fire alarm system shall be provided in existing buildings and structures where required in Chapter 11, in addition to existing buildings undergoing a change of use, change of occupancy or fire alarm system modification.

Section 913.5.4 is amended to read as follows:
Pump room environmental conditions. Tests of pump room environmental conditions, including heating, natural and mechanical ventilation, natural and powered illumination shall be made to ensure proper manual or automatic operation of the associated equipment.

Section 5003.3.2 is added to read as follow:
Secondary containment. Containers used for the storage of hazardous materials shall be provided with secondary containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation or fire sprinkler water.

Section 5004.1.1 is added to read as follows:

Rail cars used as a stationary tank. For the purpose of this chapter, a rail car shall be considered a stationary tank if the rail car is connected into a chemical manufacturing, blending, or filling process. Storage requirements may be waived if the rail car off- loads its product into a designated storage tank and is connected in line to the storage tank for a period of less than 24 hours for off- loading purposes.

Section 5004.1.2 is amended to read as follows:

Lead-acid battery storage. Based on the pathway for toxicity (sulfuric acid is toxic by inhalation), the Department has made a determination that lead-acid batteries do not constitute a significant toxicity threat because the acid is fully enclosed in a sealed battery, therefore lead acid batteries will be regulated as a corrosive only.

- The Fire Department adds the following exemption to Table 5003.1.1(5), footnote b:

  b. Lead acid batteries on motorized equipment operated in accordance with this code shall not be included in determining the maximum allowable quantities.

Section 5004.2.2 is amended to add the following:

In addition, there shall be a minimum of three feet between the toe of the tank and any other structures, berms or tanks. For Purposes of this article, anhydrous ammonia storage or process tanks shall comply with section 5004.2.2.

Section 5704.2.7.11 is repealed in its entirety:

Section 5706.2.8.2 is added to read as follows:

Tank vehicle as a substitute for permanent tank prohibited. The use of a tank vehicle in a stationary manner as a permanent fuel tank is prohibited.

Section 6203.3 is added to read as follows;

SADT. Areas with organic peroxides with self-accelerating decomposition temperatures (SADT) less than 125°F shall be provided with supervised temperature controls and alarms. Stand-by power shall be provided for control systems.

Section 6603.3 is added to read as follows:

SADT. Areas with unstable reactive materials with self-accelerating decomposition temperatures (SADT) less than 125°F shall be provided with supervised temperature controls and alarms. Stand-by power shall be provided for control systems.

Appendix B, Section B105.2 of the California Fire Code, as adopted by the city, is hereby

added to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.2 and B105.1(2). The resulting fire-flow shall be at least 50% of the value in Table BI05.1(2) and not be less than 1,500 gallons per minute (5,678 L/min) for the prescribed duration.

SECTION 5. The City Council hereby repeals in its entirety Section 93.04 (Geographic Limits) of the Santa Fe Springs Municipal Code.

SECTION 6. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 7. That nothing in this ordinance of in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this **[day]** day of **[month & year]**, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
William Rounds, Mayor

ATTEST:

_____
Fernando N. Muñoz, CMC, CITY CLERK

APPROVED:
ITEM NO.:

RESOLUTION NO. 9981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, SETTING FORTH LOCAL CONDITIONS JUSTIFYING AMENDMENTS TO THE 2025 EDITION OF THE CALIFORNIA FIRE CODE, AS CODIFIED IN THE CALIFORNIA BUILDING STANDARDS CODE, PARTS 9, TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, DUE TO LOCAL CLIMATIC, TOPOLOGICAL AND GEOGRAPHIC CONDITIONS

WHEREAS, Section 17958.5 of the Health and Safety Code permits the City to make changes or modifications to the 2025 California Fire Code, incorporating by reference the 2024 International Fire Code with California amendments, as codified within the California Building Standards Code, Part 9, Title 24 of the California Code of Regulations, (hereinafter "2025 California Fire Code"), as such changes or modifications are reasonably necessary because of local climatic, geographical or topographical conditions.

WHEREAS, Section 13143.5 of the Health and Safety Code permits a city, by ordinance, to make changes or modifications to the 2025 California Fire Code that are more stringent than the requirements published in the California Building Standards Code, Part 9, Title 24, of the California Code of Regulations, relating to fire and panic safety.

WHEREAS, Sections 13143.5 and 17958.7 of the Health and Safety Code require the City, prior to adopting the ordinance, to make express findings that the adopted standards are reasonably necessary because of local climatic, geological or topographical conditions.

WHEREAS, the findings and local amendments apply to all occupancy classifications, unless specified otherwise.

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS FOLLOWS:

1. That to the extent that the City's adoption of the 2025 California Fire Code, as amended, makes changes or modifications that are more stringent than the requirements published in the California Building Standards Code relating to fire and panic safety, such changes and modifications are reasonably necessary due to the following conditions as set forth in the matrix:

Condition A. Climatic Conditions:

The City of Santa Fe Springs is located in a semi-arid Mediterranean-type climate that experiences hot and dry conditions during the summer months creating the need for an increased level of fire protection. The hot, dry weather in combination with seasonal Santa Ana winds are a contributing factor to the high fire danger in the area. Like other cities in Southern California, Santa Fe Springs is periodically affected by drought conditions and heatwaves, both of which are anticipated to

intensify due to ongoing climate change and can create the potential for the rapid spread of fire in structures. Added protection will supplement normal fire department emergency response and provide immediate protection for life and safety of multiple occupants during fire occurrences.

In addition to rising temperatures, the Intergovernmental Panel on Climate Change (IPCC) suggests that climate change will likely cause shifts in precipitation patterns. Currently, Santa Fe Springs receives around 14 inches (355 mm) of rain annually, with the majority falling between November and March. However, future projections indicate greater variability in rainfall, with an increased risk of both extended droughts and sporadic, intense rainfall events. Prolonged droughts could strain local water resources, affecting not only the city's water supply but also industries reliant on water, such as manufacturing and landscaping. On the other hand, when heavy rain occurs, it may overwhelm the region's drainage systems, heightening the risk of localized flooding, particularly near the San Gabriel River and other low-lying areas. Flooding has the potential to damage structures, disrupt transportation networks, and cause impacts to the response and activity level of the Fire Department.

Condition B. Geological Conditions:

The discovery of oil in the early 20th century drastically altered the trajectory of Santa Fe Springs' development. In 1919, oil was discovered in the Santa Fe Springs Oil Field, triggering one of the largest oil booms in Southern California. The oil industry, which once defined the city, has largely wound down, with most oil wells no longer active within city limits. However, the legacy of this industrial past continues to shape the city's landscape, with much of the City situated within designated methane zones. The existing oil wells, oil transmission pipelines, and methane zones present a threat that has the potential to cause fire or environmental emergencies.

The City of Santa Fe Springs is located in an area of substantial seismic activity and near active earthquake faults. These local and regional faults include the Whittier Fault, Puente Hills Fault System, Norwalk Fault, and San Andreas Fault. These faults along with the larger San Andreas fault are expected to have a major impact on the City of Santa Fe Springs and pose a threat to life and property. Most city residents live in older housing stock, which may not meet modern seismic codes, making them more susceptible to damage from earthquakes. Major earthquakes are accompanied by congested traffic flow and fires. After a major earthquake, fire department resources will be extremely limited and the ability to respond will be significantly impacted if not impossible in extreme cases. The viability of the city's water system can be questionable after a major seismic event, leaving many large industrial buildings vulnerable to uncontrolled fires due to the lack of available water. The California Geological Survey and U.S. Geological Survey classify Santa Fe Springs as part of a high-liquefaction susceptibility zone, particularly in areas underlain by saturated, loose soils, which could amplify ground shaking and contribute to infrastructure failure during a significant seismic event.

According to the City's draft Local Hazard Mitigation Plan (LHMP) (2025), dam failure, while a low-probability event, poses high-consequence risks, including uncontrolled water release leading to downstream flooding, infrastructure damage, and potential loss of life. Santa Fe Springs, though not situated immediately downstream of a major dam, remains vulnerable to dam-related flooding from regional reservoirs and flood control structures, especially during extreme storm events, seismic activity, or structural failures. The Whittier Narrows Dam, located approximately 5 miles northeast of Santa Fe Springs, is classified as a High Hazard Potential Dam by the U.S. Army Corps of Engineers, indicating that while failure probability is low, consequences would be severe. A catastrophic failure of the Whittier Narrows Dam could lead to widespread flooding along the Rio Hondo and San Gabriel River channels, impacting low-lying areas and storm drain outfalls in the City. Santa Fe Springs' industrial and commercial zones contain large impervious surfaces, which prevent natural water infiltration and increase runoff potential. In the event of a dam failure-related flood surge, storm drain capacity may be exceeded, leading to temporary ponding and water intrusion into properties. Hazardous materials storage facilities in the industrial sites may face secondary risks if floodwaters cause containment failures or contamination concerns.

Condition C. Topological Conditions:

The City of Santa Fe Springs features a largely flat topography, making it highly suitable for the extensive industrial and commercial developments that characterize the city. This topography contributes to the city's historical and ongoing role as a hub for manufacturing, rail and freight transportation, logistics and warehousing. The City has a population of 19,219 people (2020 US Census). However, the daytime population increases significantly during normal working days. Due to the City's large business community, worker injuries, hazardous material release, and fires related to industrial accidents are common. These factors contribute to a high demand for fire, medical, and environmental services. The addition of fire protection systems will supplement the Fire Department response by providing immediate structural and life safety protection.

The I-5 and I-605 freeways run along the city's western boundary. The Norwalk/Santa Fe Springs Metrolink train station provides an important public transportation service to residents and workers in the city. Other major transportation corridors such as Imperial Highway, Telegraph Road, Florence Avenue, and Carmenita Road regularly see high volumes of daily traffic. Traffic and circulation congestion is common throughout the City of Santa Fe Springs. The City is particularly affected because of its industrial nature including the high volume of truck traffic. This congestion often places at risk the fire department response time to fire occurrences and makes it necessary to provide additional fire and life safety requirements to limit the exposure to death, injury, and property loss caused by fire, prior to the arrival of the fire department. There are numerous narrow alleys, dead ends, and cul-de sacs further making access for fire or rescue response more challenging. The regulation of fire apparatus access roads is

necessary to help provide efficient response times.

2. In order to correct existing conditions and prevent future conditions that are detrimental to public health and safety which may result in serious injury, it is reasonably necessary for the City of Santa Fe Springs to require the provisions of the 2025 California Fire Code as amended and adopted. Provisions of the 2025 edition of the California Fire Code are modified or changed as follows, based on the findings set forth below:

CALIFORNIA FIRE CODE SECTIONS AMENDED OR ADDED	**JUSTIFICATION/EXPRESS FINDING**
101.1, *Title*	Administrative
102.10, *Conflicting provisions*	Administrative
105.5, *Required operational permits*	Administrative
105.5.16, *Explosives*	Administrative
105.6, *Required construction permits*	Administrative
108.7, *False fire alarm response, Added*	Administrative
108.8, *Cost recovery, Added*	Administrative
113.3.1, *Service*	Administrative
113.4, *Violation penalties*	Administrative
114.4, *Failure to comply*	Administrative
202, *General Definitions, Amended and Added*	A, B
301.3, *Hazard discontinuation, Added*	A, B, C
503.2.1, *Dimensions*	A, B, C
503.3.1, *Fire lane designation, Added*	A, B
504.5, *Access signage, Added*	A, B, C
901.11, *Fire protection equipment access*	A, B, C
903.2, *Where required*	A, B, C

903.2.1.1, *Group A-1*	A, B, C
903.2.1.3, *Group A-3*	A, B, C
903.2.1.4, *Group A-4*	A, B, C
903.2.3, *Group E*	A, B, C
903.2.4, *Group F-1*	A, B, C
903.2.7, *Group M*	A, B, C
903.2.9, *Group S-1*	A, B, C
903.2.9.1, *Repair garages*	A, B, C
903.2.9.2, *Bulk storage of tires*	A, B, C
903.2.10, *Group S-2 parking garages*	A, B, C
903.1.1.3, *NFPA 13D sprinkler systems*	A, B, C
903.6.1, *Retrofit requirements, Added*	A, B, C
903.6.2, *Consideration for separation walls, Added*	A, B, C
907.2, *Where required-new buildings and structures*	A, B, C
907.2.1, *Group A*	A, B, C
907.2.2, *Group B*	A, B, C
907.2.2.1, *Ambulatory care facilities*	A, B, C
907.2.2.3, *Group B Education facilities*	A, B, C
907.2.3, *Group E*	A, B, C
907.2.4, *Group F*	A, B, C
907.2.7, *Group M*	A, B, C
907.2.7.1.1, *Occupant notification*	A, B, C

907.4.2, *Manual fire alarm boxes*	A, B, C
907.5.2.3, *Visible alarms*	A, B, C
907.9, *Where required in existing buildings and structures*	A, B, C
913.5.4, *Pump room environmental conditions*	A, B, C
5003.3.2, *Secondary containment*	A, B, C
5004.1.1, *Rail cars used as a stationary tank, Added*	A, B, C
5004.1.2, *Lead-acid battery storage, Added*	Administrative
5004.2.2, *Secondary containment for hazardous material liquids and solids*	B, C
5706.2.8.2, *Tank vehicle as a substitute for permanent tank prohibited*	A, B, C
6203.3, *SADT*	A, B, C
6603.3, *SADT*	A, B, C
Appendix B, *B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses*	A, B
Appendices Chapter 4, B, C, D, E, F, and G	A, B

3. The City Council of the City of Santa Fe Springs has found that the proposed local amendments are in compliance with Health and Safety Code Section 17958 and does hereby adopt the findings stated herein.

4. A copy of this Resolution, together with the Ordinance adopting the amendments to the 2025 California Fire incorporating by reference the 2024 International Fire Code shall be filed with the State Department of Housing and Community Development and with the California Building Standards Commission.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
William Rounds, Mayor

ATTEST:

_____
Fernando N. Munoz, CMC, City Clerk