



**AGENDA**

**ADJOURNED MEETINGS OF THE PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL**

**TUESDAY, MAY 12, 2026  
AT 5:00 P.M.**

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

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**CITY COUNCIL**

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

**CITY MANAGER**

René Bobadilla, P.E.

**CITY ATTORNEY**

Rick Olivarez

**CITY STAFF**

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

Nicholas Razo  
Michael Kozicki  
Paul Espinosa  
Cuong Nguyen  
Julio Morales  
Gus Hernandez  
Arlene Salazar  
James Enriquez  
Maribel Garcia

## 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](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 before and 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](mailto: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 emergencies 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 REAL PROPERTY NEGOTIATIONS**

(Pursuant to Government Code Section 54956.8)

Property: Assessor Parcel No. 7005-007-050

Agency negotiator: Nicholas Razo, Assistant City Manager and Cuong Nguyen, Director of Community Development

Negotiating parties: Prospective Tenant for Assessor Parcel No. 7005-007-050

Under negotiation: Price and terms of payment relating to interests in real property

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

- 2. RECOGNITION OF FOUR HIGH SCHOOL CHAMPION SPORTS TEAMS (PARKS & RECREATION)**
- 3. PUBLIC WORKS WEEK (PUBLIC WORKS)**
- 4. PROCLAMATION - OLDER ADULTS MONTH (POLICE AND COMMUNITY SERVICES)**
- 5. NATIONAL MILITARY APPRECIATION MONTH (POLICE AND COMMUNITY SERVICES)**
- 6. PROCLAMATION - NATIONAL POLICE WEEK (POLICE AND COMMUNITY SERVICES)**
- 7. INTRODUCTION OF NEW SANTA FE SPRINGS POLICE CHIEF (CITY MANAGER)**

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

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

**STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST****PUBLIC HEARING****8. PUBLIC HEARING TO CONSIDER THE PROPOSED ZONING CODE AMENDMENT TO AMEND SECTION 155.181 (PRINCIPAL PERMITTED USES) 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)****It is recommended that the City Council:**

1. Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Zoning Code Amendment; and
2. Find and determine that this Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3) (Common Sense Exemption); and
3. Find and determine that the proposed Zoning Code Amendment is consistent with the goals, policies, and programs of the City's General Plan; and
4. Introduce by title only and waive further reading of Ordinance No. 1169: An Ordinance of the City of Santa Fe Springs Municipal Code amending Section 155.181 (Principal Permitted Uses) of Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code; and
5. Take such additional, related action that may be desirable.

**9. PUBLIC HEARING - TO CONSIDER THE PROPOSED GENERAL PLAN AMENDMENT TO AMEND TABLE LU-1 (LAND USE CATEGORIES) AND RELATED PAGES PERTAINING TO FLOOR AREA RATIOS WITHIN CHAPTER 2 (LAND USE ELEMENT), OF THE SANTA FE SPRINGS GENERAL PLAN (COMMUNITY DEVELOPMENT)****It is recommended that the City Council:**

1. Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed General Plan Amendment; and
2. Find and determine that this Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3) (Common Sense Exemption); and
3. Find and determine that the proposed General Plan Amendment is consistent with the goals, policies, and programs of the City's General Plan; and
4. Adopt Resolution No. 10011, which incorporates the City Council's findings and actions regarding this matter, to effectuate the proposed amendments to the text of the City's General Plan; and
5. Take such additional, related action that may be desirable.

**OLD BUSINESS – NONE****REGULAR BUSINESS – NONE**

**CONSENT CALENDAR**

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

**PUBLIC FINANCING AUTHORITY****10. MINUTES OF THE APRIL 21, 2026 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)**

**It is recommended that the Public Financing Authority:**

1. Approve the minutes as submitted.

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

**It is recommended that the Public Financing Authority:**

1. Receive and file the report.

**WATER UTILITY AUTHORITY****12. MINUTES OF THE APRIL 21, 2026 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)**

**It is recommended that the Water Utility Authority:**

1. Approve the minutes as submitted.

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

**It is recommended that the Water Utility Authority:**

1. Receive and file the report.

**HOUSING SUCCESSOR****14. MINUTES OF THE APRIL 21, 2026 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

**It is recommended that the Housing Successor:**

1. Approve the minutes as submitted.

**SUCCESSOR AGENCY****15. MINUTES OF THE APRIL 21, 2026 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

**It is recommended that the Successor Agency:**

1. Approve the minutes as submitted.

**CITY COUNCIL****16. MINUTES OF THE APRIL 21 AND APRIL 23, 2026 SPECIAL AND REGULAR CITY COUNCIL MEETINGS (CITY CLERK)**

**It is recommended that the City Council:**

1. Approve the minutes as submitted.

## **17. WADING POOL MAINTENANCE SERVICES – AWARD OF CONTRACT TO SERVICE FIRST (PUBLIC WORKS)**

### **It is recommended that the City Council:**

1. Accept the proposal from Service First in response to the RFP 25-9 Wading Pool Maintenance Services; and
2. Award a contract to Service First from Santa Ana, California for Wading Pool Maintenance Services; and
3. Authorize the City Manager to execute the agreement with Service First; and
4. Take such additional, related, action that may be desirable.

## **18. APPROVE AGREEMENT WITH IBE DIGITAL TO PURCHASE FIREWALL APPLIANCES WITH FORTIGATE AND RELATED SERVICES (FINANCE)**

### **It is recommended that the City Council:**

1. Authorize the City Manager to execute a five (5) year agreement with IBE Digital (IBE) to Firewall Appliances with Fortigate, and Unified Threat Protection (UTP) security subscription bundle, installation, and related services in the amount of \$94,871; and
2. Take such additional, related, action that may be desirable.

## **APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS**

### **COUNCIL COMMENTS**

Councilmember announcements; requests for future agenda items; conference/meeting 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, Maribel Garcia, 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](http://www.santafesprings.gov); Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



## CITY COUNCIL AGENDA STAFF REPORT

**TO:** Honorable Mayor and City Council

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

**BY:** Cuong Nguyen, Director of Community Development

**SUBJECT:** **PUBLIC HEARING - TO CONSIDER THE PROPOSED ZONING CODE AMENDMENT TO AMEND SECTION 155.181 (PRINCIPAL PERMITTED USES) 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:** May 12, 2026

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed Zoning Code Amendment; and
2. Find and determine that this Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3) (Common Sense Exemption); and
3. Find and determine that the proposed Zoning Code Amendment is consistent with the goals, policies, and programs of the City's General Plan; and
4. Introduce by title only and waive further reading of Ordinance No. 1169: An Ordinance of the City of Santa Fe Springs Municipal Code amending Section 155.181 (Principal Permitted Uses) of Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code; and
5. Take such additional, related action that may be desirable.

### **FISCAL IMPACT**

N/A

### **PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION**

On April 13, 2026, the Planning Commission conducted a duly noticed public hearing to review and consider the proposed Zoning Code Amendment (ZCA). Following a thorough evaluation of written and oral reports, and public discussions during the meeting, the Commissioners voted unanimously

to adopt Resolution No. 318-2026. This resolution recommends that the City Council adopt an Ordinance to amend Section 155.181 (Principal Permitted Uses) of Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code, and determine that the proposed ZCA is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). It is worth noting that no comments were received from the community or interested parties regarding the ZCA.

## **BACKGROUND**

According to the 2040 General Plan, 72% of Santa Fe Springs' land area is devoted to industrial uses, and approximately 7% is devoted to commercial uses. Land uses within the City's sphere of influence (SOI) are 69% residential and 4% commercial. The Municipal Code only allows for barber shops and beauty shops within the commercial and mixed-use zones, meaning these necessary personal care services may not be conveniently located for huge percentages of the City's residents or employees. The proposed Zoning Code Amendment (Attachment A) will amend Section 155.181 (Principal Permitted Uses) of the Municipal Code to allow barber shops and beauty shops in the Limited Manufacturing (ML) zone as a permitted use, which in turn will permit barber shops and beauty shops in all manufacturing zones throughout the City. Since most industrial areas are constructed with a parking ratio of 1 space per 500 sq. ft. of building area and the Municipal Code does not include a specific parking ratio for personal care services, a parking justification study must be approved by the Community Development Director prior to issuance of a business license to ensure the building has sufficient parking to meet the parking demand of the specific barber shop or beauty shop. The parking analysis should include details on the number of employees, hours of operation, operational characteristics (services offered, by appointment only, walk-ins welcome, etc.), number of parking spaces available, and, if it is a multi-tenant location, information on other businesses within the development.

## **ANALYSIS**

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

1. Goal LU-1: A balanced community of thriving businesses, healthy neighborhoods, excellent community facilities, and interesting places
2. Policy LU-2.7: Support Services. Encourage commercial service and dining businesses that support the employee population and serve local residents.
3. Policy LU-4.1: Diverse Range of Goods and Services. Accommodate a diverse range of commercial businesses in commercial and industrial zoning districts.
4. Policy LU-6.1: Access to Services and Amenities. Provide convenient multi-modal access from every neighborhood to schools, parks, religious institutions, retail and commercial services, restaurants, healthy and fresh food options, and community facilities.

Barber shop and beauty shop uses can be complementary to business park and industrial uses. Given the City's mostly industrial landscape and limited commercial areas, allowing personal care services within industrial areas will bring needed personal care services closer to the City's residents and

employees. Additionally, the requirement for a parking justification study will ensure the use is compatible with the existing business park or industrial uses.

**ENVIRONMENTAL**

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

**DISCUSSION**

N/A

**PUBLIC NOTIFICATION**

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City’s Municipal Code. Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City’s Town Center Kiosk, and the City’s Library, and published in a newspaper of general circulation (Los Cerritos Newspaper) on May 1, 2026, as required by the State Zoning and Development Laws and by the City’s Zoning Ordinance. To date, staff have not received any inquiries from the public regarding the ZCA request.

**SUMMARY/NEXT STEPS**

A Zoning Code Amendment requires the introduction (first reading) and adoption (second reading) of an Ordinance. If adopted by the City Council, the Ordinance will go into effect 30 days after adoption.

**ATTACHMENT(S):**

A. Ordinance No. 1169, including Exhibit A: Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

<b><u>ITEM STATUS:</u></b>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>
<hr/>	
City Clerk, Maribel Garcia	

**ORDINANCE NO. 1169**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPTING A ZONING CODE AMENDMENT TO AMEND SECTION 155.181 (PRINCIPAL PERMITTED USES) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE**

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of Santa Fe Springs (the "City"), a general law city, has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of its residents through its police power; and

WHEREAS, the City's General Plan and Zoning Code establish land use designations and development standards intended to promote orderly development, economic vitality, and compatible land uses throughout the City; and

WHEREAS, the City has prepared an amendment to the City's Zoning Code, as codified in Title 15 of the Santa Fe Springs Municipal Code, which amends Section 155.181 (Principal Permitted Uses); 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, on May 1, 2026, the City of Santa Fe Springs Community Development Department published a legal notice in the *Los Cerritos Newspaper*, a local paper of general circulation, indicating the date and time of the public hearing; and

WHEREAS, on May 1, 2026, a public hearing notice was also posted in the Santa Fe Springs City Hall window, the City's Town Center kiosk, and the Santa Fe Springs Library; and

WHEREAS, the City of Santa Fe Springs City Council has reviewed and considered the written and oral staff report, all written and spoken testimony, and other materials presented at the duly noticed public hearing on May 12, 2026, concerning amendments to the text of the City's Zoning Code.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FIND, DETERMINE, AND ORDAIN AS FOLLOWS:

## SECTION I. FINDINGS:

1. The above recitals are true and correct, are a substantial part of, and are incorporated into this Ordinance.
2. The Exhibit attached to this Ordinance is incorporated by reference and made a part of this Ordinance.
3. The proposed Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:
  - a. Goal LU-1: A balanced community of thriving businesses, healthy neighborhoods, excellent community facilities, and interesting places
  - b. Policy LU-2.7: Support Services. Encourage commercial service and dining businesses that support the employee population and serve local residents.
  - c. Policy LU-4.1: Diverse Range of Goods and Services. Accommodate a diverse range of commercial businesses in commercial and industrial zoning districts.
  - d. Policy LU-6.1: Access to Services and Amenities. Provide convenient multi-modal access from every neighborhood to schools, parks, religious institutions, retail and commercial services, restaurants, healthy and fresh food options, and community facilities.

Barber shop and beauty shop uses can be complementary to business park and industrial uses. Given the City's mostly industrial landscape and limited commercial areas, allowing personal care services within industrial areas will bring needed personal care services closer to the City's residents and employees. Additionally, the requirement for a parking justification study will ensure the use is compatible with the existing business park or industrial uses.

4. The Zoning Code Amendment meets the requirements as contained in Planning and Zoning Law (Government Code sections 65800-65912).
5. 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).

## SECTION II. AMENDMENTS:

1. Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.181 PRINCIPAL PERMITTED USES is hereby amended as provided in Exhibit "A" attached hereto and incorporated by reference.

### SECTION III: ENVIRONMENTAL FINDINGS AND DETERMINATION

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 proposed Zoning Code Amendment would not be an activity with the potential to cause a significant effect on the environment, and therefore is exempt from CEQA. Consequently, no other environmental documents are required by law.

SECTION IV. 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 section 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 V. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

PASSED AND ADOPTED this 12th day of May, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jose Angel Zamora, Mayor

ATTEST:

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Maribel Garcia, City Clerk

Attachment:

Exhibit A – Amendments to Section 155.181 (Principal Permitted Uses) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

**ORDINANCE NO. 1169**

**1<sup>ST</sup> - READING: 05/12/2026**  
**2<sup>ND</sup> - READING: 06/02/2026**

**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 155.181  
(Principal Permitted Uses) is hereby amended as follows:*

**§ 155.181 - PRINCIPAL PERMITTED USES.**

The following are the principal uses in the ML Zone:

[Subsections A through HH unchanged]

(II) Barbershops or beauty shops, provided that a parking justification study has been approved by the Director of Community Development.

(JJ) Other similar uses which the Commission, after study and deliberation, finds not to be inconsistent with the purposes of this section, and which would be similar to the uses listed as permitted uses, and which would be compatible to these uses.



## CITY COUNCIL AGENDA STAFF REPORT

**TO:** Honorable Mayor and City Council

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

**BY:** Cuong Nguyen, Director of Community Development

**SUBJECT:** **PUBLIC HEARING - TO CONSIDER THE PROPOSED GENERAL PLAN AMENDMENT TO AMEND TABLE LU-1 (LAND USE CATEGORIES) AND RELATED PAGES PERTAINING TO FLOOR AREA RATIOS WITHIN CHAPTER 2 (LAND USE ELEMENT), OF THE SANTA FE SPRINGS GENERAL PLAN**

**DATE:** May 12, 2026

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Open the Public Hearing and receive the written and oral staff report and any comments from the public regarding the proposed General Plan Amendment; and
2. Find and determine that this Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3) (Common Sense Exemption); and
3. Find and determine that the proposed General Plan Amendment is consistent with the goals, policies, and programs of the City's General Plan; and
4. Adopt Resolution No. 10011, which incorporates the City Council's findings and actions regarding this matter, to effectuate the proposed amendments to the text of the City's General Plan; and
5. Take such additional, related action that may be desirable.

### **FISCAL IMPACT**

N/A

### **PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION**

On April 13, 2026, the Planning Commission conducted a duly noticed public hearing to review and consider the proposed General Plan Amendment (GPA). Following a thorough evaluation of written and oral reports, and public discussions during the meeting, the Commissioners voted unanimously to adopt Resolution No. 317-2026. This resolution recommends that the City Council adopt a

Resolution to amend Table LU-1: Land Use Categories on Page LU-8, page LU-24, and page LU-25 of the Santa Fe Springs General Plan, and determine that the proposed GPA is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). One Commissioner suggested that each bullet point on pages LU-8, LU-24, and LU-25 include a period at the end. However, that recommendation was not included in the motion to adopt Resolution No. 317-2026. It is worth noting that no comments were received from the community or interested parties regarding the ZCA.

## **BACKGROUND**

On February 8, 2022, the City Council adopted the Santa Fe Springs 2040 General Plan, which was a comprehensive update of the General Plan with a 20-year planning horizon. The 2040 General Plan added floor area ratios (FAR) for all non-residential land use designations. Prior to the General Plan update, the City had relied on development standards in the Zoning Code to limit building sizes in non-residential zones.

## **ANALYSIS**

The proposed General Plan Amendment (GPA) would make the following changes to Chapter 2 (Land Use Element) of the General Plan:

- Table LU-1: Land Use Categories on Page LU-8 – add the words “maximum” or “typical” for the Commercial, Freeway Commercial, Downtown, Mixed-Use, Mixed-Use - Transit Oriented Development, Business Park, Light Industrial, and Industrial land use categories
- Page LU-24 – replace the word “maximum” with “typical” for the Light Industrial intensity value
- Page LU-25 – replace the word “maximum” with “typical” for the Industrial intensity value

The General Plan currently includes a maximum floor area ratio (FAR) of 1.0 for the Light Industrial and Industrial land use designations. However, there are certain land uses within the Light Industrial and Industrial designations that frequently exceed these floor area ratios. For example, modern-day mini-warehouse facilities are built with several floors of storage units, and floor area ratios are typically around 1.5. Mini-warehouse facilities are low-trip generators and do not require significant parking, enabling buildings to have a higher FAR while still meeting all development standards. Similarly, uses with significant automation are generally low-trip generators due to the limited employment associated with those uses and could have higher FARs. The General Plan Amendment proposes to change the FARs for the Light Industrial and Industrial land use designations from “maximum” to “typical” to ensure the City is not precluding future uses that would otherwise be permitted in Industrial zones.

The proposed General Plan Amendment is consistent with the following General Plan goals and policies:

- Policy ED-1.5: Streamline Permitting Process. Continue to find strategies or opportunities to process development and business inquiries, applications, and permits as expeditiously as possible.

- Goal LU-2: Industrial businesses that stimulate economic development and job growth.
- Goal LU-11: Well-designed, attractive business districts and neighborhoods.

The City-initiated GPA will allow for various uses without requiring applicants to apply for a general plan amendment, therefore saving applicants processing time and application fees. The GPA reduces barriers to development and provides flexibility for future uses not yet envisioned, while still relying on the Zoning Code to ensure compatibility with surrounding uses and compliance with development standards. The GPA also enables more creativity in site design by removing a strict cap on FAR when the development standards within the Zoning Code, particularly setbacks, height limits, and parking requirements, achieve a similar outcome as FAR.

### **ENVIRONMENTAL**

The General Plan Amendment is exempt from CEQA because it falls within the Common Sense Exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. The proposed General Plan Amendment would change the FAR for the Light Industrial and Industrial land use designations from “maximum” to “typical,” but would not allow for additional development beyond what is allowed in the Zoning Code. All projects in the Light Industrial and Industrial land use designations would be required to meet all local, state, and federal health and safety regulations to ensure that there are no significant environmental impacts and would be subject to further CEQA review in accordance with the accompanying discretionary permit approval. Adopting the proposed General Plan 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.

### **DISCUSSION**

N/A

### **PUBLIC NOTIFICATION**

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City’s Municipal Code. Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City’s Town Center Kiosk, and the City’s Library, and published in a newspaper of general circulation (Los Cerritos Newspaper) on May 1, 2026, as required by the State Zoning and Development Laws and by the City’s Zoning Ordinance. To date, staff have not received any inquiries from the public regarding the GPA request.

### **SUMMARY/NEXT STEPS**

A General Plan Amendment requires the adoption of a Resolution, and the decision of the City Council will be final.

**ATTACHMENT(S):**

- A. Resolution No. 10011, including Exhibit A: Amendments to General Plan Table LU-1: Land Use Categories and pages LU-24 and LU-25 within Chapter 2 (Land Use Element)

**ITEM STATUS:**

APPROVED:

DENIED:

TABLED:

DIRECTION GIVEN:

---

City Clerk, Maribel Garcia

**RESOLUTION NO. 10011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING A NOTICE OF EXEMPTION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A GENERAL PLAN AMENDMENT TO AMEND TABLE LU-1 (LAND USE CATEGORIES) AND RELATED PAGES PERTAINING TO FLOOR AREA RATIOS WITHIN CHAPTER 2 (LAND USE ELEMENT), OF THE SANTA FE SPRINGS GENERAL PLAN**

**WHEREAS**, the City has prepared an amendment to the City's General Plan which amends Table LU-1: Land Use Categories on Page LU-8, page LU-24, and page LU-25 pertaining to floor area ratios; and

**WHEREAS**, based upon the information received and Staff's review and assessment, the proposed Resolution 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**, on May 1, 2026, the City of Santa Fe Springs published a legal notice in *Los Cerritos Newspaper*, a local paper of general circulation, indicating the date and time of the public hearing; and

**WHEREAS**, on May 1, 2026, a public hearing notice was also posted in the Santa Fe Springs City Hall window, the City's Town Center kiosk, and the Santa Fe Springs Library; and

**WHEREAS**, on April 13, 2026, the Planning Commission of the City of Santa Fe Springs conducted a duly noticed public hearing and adopted Resolution No. 317-2026 recommending that the City Council adopt a Resolution to amend Table LU-1: Land Use Categories on Page LU-8, page LU-24, and page LU-25 of the Santa Fe Springs General Plan, and determine that the proposed GPA is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

**WHEREAS**, the City of Santa Fe Springs City Council has reviewed and considered the written and oral staff report, all written and spoken testimony, and other materials presented at the duly noticed public hearing on May 12, 2026, concerning amendments to the text of the City's General Plan.

**NOW, THEREFORE**, the City Council of the City of Santa Fe Springs does hereby find, determine, declare, order, and resolve as follows:

**SECTION 1.** The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2.** The City Council determines that the following findings can be made regarding the General Plan Amendment:

1. The above recitals are true and correct, are a substantial part of, and are incorporated into this Resolution.
2. The Exhibit attached to this Resolution is incorporated by reference and made a part of this Resolution.
3. The proposed General Plan Amendment is consistent with the overall goals and policies of the General Plan, including:
  - a. Policy ED-1.5: Streamline Permitting Process. Continue to find strategies or opportunities to process development and business inquiries, applications, and permits as expeditiously as possible.
  - b. Goal LU-2: Industrial businesses that stimulate economic development and job growth.
  - c. Goal LU-11: Well-designed, attractive business districts and neighborhoods.

The City-initiated GPA will allow for various uses without requiring applicants to apply for a general plan amendment, therefore saving applicants processing time and application fees. The GPA reduces barriers to development and provides flexibility for future uses not yet envisioned, while still relying on the Zoning Code to ensure compatibility with surrounding uses and compliance with development standards. The GPA also enables more creativity in site design by removing a strict cap on FAR when the development standards within the Zoning Code, particularly setbacks, height limits, and parking requirements, achieve a similar outcome as FAR.

4. The General Plan Amendment meets the requirements as contained in Planning and Zoning Law (Government Code sections 65350-65362).
5. The General Plan Amendment has been prepared and will be adopted in accordance with the requirements of Planning and Zoning Law (Government Code sections 65353-65356).

**SECTION 3:** The General Plan Amendment is exempt from CEQA because it falls within the Common Sense Exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. The proposed General Plan Amendment would change the FAR for the Light Industrial and Industrial land use designations from “maximum” to “typical,” but would not allow for additional development beyond what is allowed in the Zoning Code. All projects in the Light Industrial and Industrial land use designations would be required to meet all local, state, and federal health and safety regulations to ensure that there are no significant environmental impacts and would be subject to further CEQA review in accordance with the

accompanying discretionary permit approval. Adopting the proposed General Plan 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 4.** Chapter 2 (Land Use Element) of the Santa Fe Springs General Plan is hereby amended as provided in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 5.** If any section, subsection, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this title; it being hereby expressly declared that this title, and each section, subsection, sentence, clause, and phrase hereof, would have been prepared, proposed, adopted, approved, and ratified irrespective of the fact that any single section subsection, sentence, clause, or phrases be declared invalid or unconstitutional.

**SECTION 6.** The resolution shall take effect immediately upon its passage by the City Council, and the City Clerk shall attest to and certify the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Santa Fe Springs at a regular meeting on this 12th day of May, 2026.

**ATTEST:**

\_\_\_\_\_  
Joe Angel Zamora, Mayor

\_\_\_\_\_  
Maribel Garcia, 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, Maribel Garcia, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 12<sup>th</sup> day of May, 2026, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Maribel Garcia, City Clerk

Attachment:

Exhibit A – Amendments to General Plan Table LU-1: Land Use Categories and pages LU-24 and LU-25 within Chapter 2 (Land Use Element)



## EXHIBIT A – General Plan Amendment Amendments to General Plan Table LU-1: Land Use Categories and pages LU-24 and LU-25 within Chapter 2 (Land Use Element)

RE-IMAGINE SANTA FE SPRINGS | 2040 GENERAL PLAN

### Density

For each residential and mixed-use designation, the range of allowable development is defined as its density, calculated as the number of dwelling units allowed per net acre (du/ac). The maximum density represents a potential maximum density, or number of housing units per acre, that could be achieved if all other requirements are met, including development standards such as minimum setback and maximum building height set forth in the Zoning Ordinance.

### Intensity

Land use intensity for nonresidential uses is measured in terms of floor area ratio, or FAR. FAR is the ratio between the total gross floor area of all buildings on a lot and the total lot area. Higher FARs generally indicate larger buildings and/or more stories, although the size and height of buildings can vary a great deal within the same FAR.

### Density and Intensity in Santa Fe Springs

To establish a dynamic mix of residential, office, clean industrial, and commercial uses in mixed-use areas, both residential density and building intensity are regulated

by FAR where residential and nonresidential uses are planned. Residential densities apply to residential-only projects. All projects are subject to additional regulations in the Zoning Ordinance, applicable specific plans, and other special zoning tools.

### Non-Conforming Uses

Existing legally established land uses or structures that are made nonconforming by this General Plan or related zoning amendments may continue operating until a site is redeveloped; however, any material expansion in square footage of a nonconforming building or use shall require a conditional use permit. Repairs and maintenance may be made to keep nonconforming buildings or structures in a safe condition.

### Land Use Categories

General Plan law requires the Land Use Element to indicate the type, density, and intensity of development on all properties in the City. While terms like “residential,” “commercial,” and “industrial” are commonly understood, State law requires clear and concise descriptions of all land use categories depicted on the Land Use Map. This Land Use Element and the Land Use Map establish the following 15 land use categories:

Table LU-1: Land Use Categories

Land Use Categories		Density/FAR Ranges and Maximums	Corresponding Zoning District
	Low Density Residential	0-9 units/acre	R-1
	Medium Density Residential	9.1-25 units/acre	R-3
	High Density Residential	25.1-40 units/acre	R-4
	Commercial	1.0 FAR maximum	C-1, C-4
	Freeway Commercial	2.5 FAR <b>maximum</b>	FOZ
	Downtown	20-40 units/acre; 3.0 FAR <b>maximum</b>	MU-DT
	Mixed Use	20-40 units/acre; 3.0 FAR <b>maximum</b>	MU
	Mixed Use Transit Oriented Development	20-60 units/acre; 4.0 FAR <b>maximum</b>	MU-TOD
	Business Park	1.5 FAR <b>maximum</b>	ML
	Light Industrial	1.0 FAR <b>typical</b>	M-1
	Industrial	1.0 FAR <b>typical</b>	M-2
	Public Facilities	N/A	PF
	Parks and Open Space	N/A	PF
	River and Creeks	N/A	N/A
	Railroad Right-of-Way	N/A	RR



## Light Industrial

The Light Industrial category allows for light industrial uses such as warehousing, research and development, processing, and manufacturing activities. Supporting and complementary commercial retail and services are permitted.

Development should be designed to be compatible with surrounding development in terms of scale, site layout, and building design, with loading and truck parking areas to be screened to prevent or minimize noise and other impacts on adjacent uses.

- Intensity: 1.0 FAR ~~maximum~~ **typical**
- Typical Building Height: 1 to 2 stories
- Sustainability/Community Health:
  - 1 Encourage adding internal electrical system for potential roof-top solar panels
  - 2 Encourage solar passive design
  - 3 Require climate-appropriate landscaping
  - 4 Encourage green building approaches
  - 5 Require vehicle charging stations and consider charging stations for large trucks
  6. Encourage the provision of rideshare and transit use incentives
  7. Encourage outdoor eating or recreational areas for employees to utilized during breaks and lunches



Light industrial



## Industrial

The Industrial category allows for the broadest range of industrial, manufacturing, outdoor storage, and logistic activities, generally in large buildings and on large properties. It is preferred that such operations not be located adjacent to residential or other sensitive uses. Supporting or complementary commercial retail and service uses are allowed.

- Intensity: 1.0 FAR ~~maximum~~ **typical**
- Typical Building Height: No height limit except within 100 feet of a residential, school and parks, the limit is 50 feet.

- Sustainability/Community Health:
  - 1 Encourage adding internal electrical system for potential roof-top solar panels
  - 2 Encourage outdoor eating or recreational areas for employees to utilize during breaks and lunches
  - 3 Require climate-appropriate landscaping
  - 4 Encourage green building approaches
  - 5 Encourage solar passive design
  6. Require vehicle charging stations and consider charging stations for large trucks
  7. Provide rideshare and transit use incentives



Industrial

**FOR ITEM NO. 10, PLEASE SEE ITEM NO. 16**



## PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

**TO:** Honorable Chair and Board Members

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

**BY:** Julio Morales, Director of Finance

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

**DATE:** May 12, 2026

### **RECOMMENDATION:**

It is recommended that the Public Financing Authority:

1. Receive and file the report.

### **FISCAL IMPACT**

N/A

### **BACKGROUND**

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

#### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 04/30/26

None

Outstanding principal at 04/30/26

\$7,750,000

#### Bond Repayment

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

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

**ANALYSIS**

The report is presented for informational purposes only.

**ENVIRONMENTAL**

N/A

**SUMMARY/NEXT STEPS**

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

**ATTACHMENT(S):**

None

**ITEM STATUS:**

APPROVED:

DENIED:

TABLED:

DIRECTION GIVEN:

\_\_\_\_\_  
City Clerk, Maribel Garcia

**FOR ITEM NO. 12, PLEASE SEE ITEM NO. 16**



## WATER UTILITY AUTHORITY AGENDA STAFF REPORT

**TO:** Honorable Chair and Board Members  
**FROM:** René Bobadilla, P.E., Executive Director  
**BY:** Julio Morales, Director of Finance  
**SUBJECT:** **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA)**  
**DATE:** May 12, 2026

### **RECOMMENDATION:**

It is recommended that the Water Utility Authority:

1. Receive and file the report.

### **FISCAL IMPACT**

N/A

### **BACKGROUND**

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

#### Water Revenue Bonds 2013

Financing proceeds available for appropriation at 04/30/2026	None
Outstanding principal on 04/3/2026	\$6,890,000

#### Water Revenue Bonds 2018

Financing proceeds available for appropriation at 04/30/2026	None
Outstanding principal on 04/30/2026	\$175,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013, the

Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

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

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

**ANALYSIS**

The report is presented for informational purposes only.

**ENVIRONMENTAL**

N/A

**SUMMARY/NEXT STEPS**

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

**ATTACHMENT(S):**

None

**ITEM STATUS:**

APPROVED:

DENIED:

TABLED:

DIRECTION GIVEN:

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City Clerk, Maribel Garcia

**FOR ITEM NO. 14, PLEASE SEE ITEM NO. 16**

**FOR ITEM NO. 15, PLEASE SEE ITEM NO. 16**



## CITY COUNCIL AGENDA STAFF REPORT

**TO:** Honorable Mayor and City Council Members  
**FROM:** René Bobadilla, P.E., City Manager  
**BY:** Maribel Garcia, City Clerk  
**SUBJECT:** **MINUTES OF THE APRIL 21 AND APRIL 23, 2026 SPECIAL AND CITY COUNCIL MEETINGS**  
**DATE:** May 12, 2026

---

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Approve the minutes as submitted.

### **FISCAL IMPACT**

N/A

### **BACKGROUND**

Staff have prepared minutes for the following meeting:

- Council Meeting of April 21, 2026
- Special Meeting of April 23, 2026

### **ANALYSIS**

N/A

### **ENVIRONMENTAL**

N/A

### **DISCUSSION**

N/A

### **SUMMARY/NEXT STEPS**

N/A

**ATTACHMENT(S):**

- A. April 21, 2026 Meeting Minutes
- B. April 23, 2026 Special Meeting Minutes



## MINUTES OF THE APRIL 21, 2026 MEETINGS OF THE CITY COUNCIL

### CALL TO ORDER

Mayor Zamora called the meeting to order at 5:00 p.m.

### ROLL CALL

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

**Members absent:** None

**PUBLIC COMMENTS ON CLOSED SESSION ITEMS – None**

### 1. CLOSED SESSION

#### CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Sections 54956.8

Property: Assessor Parcel No. 8002-015-018 (9615 Norwalk Blvd)

Agency Negotiator: Ren é Bobadilla, City Manager and Cuong Nguyen, Director of Community Development

Negotiating Parties: Nessie Capital/Rexford Industrial/Golfzon

Under negotiation: Financing terms

Mayor Zamora recessed the meetings at 5:01 p.m.

Mayor Zamora reconvened the meetings at 6:00 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

Program Coordinator Paul Brascia led the invocation.

### PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the pledge of allegiance.

### PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following people spoke during public comments: Eliana Tapia

## PRESENTATIONS

2. INTRODUCTION OF NEW FIREFIGHTERS
3. BEST OF SFS – MS. SANCHEZ
4. NATIONAL ARBOR DAY PROCLAMATION

**CHANGES TO AGENDA** – None

## STAFF COMMUNICATIONS ON ITEMS OF INTEREST

Director of Parks and Recreation, Gus Hernandez promoted the Art Fest, 5K and 80's Fest.

## PUBLIC HEARING

5. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 10009 CONFIRMING THE FISCAL YEAR 2026-27 ENGINEER'S REPORT FOR THE ANNUAL SANTA FE SPRINGS LIGHTING DISTRICT NO. 1 AND LEVYING SUCH ASSESSMENTS

**RECOMMENDATION:** It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 10009 confirming the Fiscal Year 2026-27 Engineer's Report for the Annual Santa Fe Springs Lighting District No. 1; and
2. Authorize the Levying of the Fiscal year 2026-27 Assessments; and
3. Take such additional, related, action that may be desirable.

Public Hearing opened at 6:34 p.m.

No. of Speakers: None

Public Hearing closed at 6:35 p.m.

It was moved by Councilmember Martin and seconded by Mayor Pro Tem Rodriguez, to adopt Resolution No. 10009; and authorize the levying of Fiscal Year 2026-27 Assessments; and take such additional, related action that may be desirable, by the following vote:

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

**OLD BUSINESS – NONE**

**REGULAR BUSINESS – NONE**

## CONSENT CALENDAR

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

PUBLIC FINANCING AUTHORITY

**6. MINUTES OF THE APRIL 21, 2026 PUBLIC FINANCING AUTHORITY MEETINGS**

**RECOMMENDATION: It is recommended that the Public Financing Authority:**

1. Approve the minutes as submitted.

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

**RECOMMENDATION: It is recommended that the Public Financing Authority:**

1. Receive and file the report.

WATER UTILITY AUTHORITY

**8. MINUTES OF THE APRIL 21, 2026 WATER UTILITY AUTHORITY MEETINGS**

**RECOMMENDATION: It is recommended that the Water Utility Authority:**

1. Approve the minutes as submitted.

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

**RECOMMENDATION: It is recommended that the Public Financing Authority:**

1. Receive and file the report.

HOUSING SUCCESSOR

**10. MINUTES OF THE APRIL 21, 2026 HOUSING SUCCESSOR MEETINGS (CITY CLERK)**

**RECOMMENDATION: It is recommended that the Housing Successor:**

1. Approve the minutes as submitted.

SUCCESSOR AGENCY

**11. MINUTES OF THE APRIL 21, 2026 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

**RECOMMENDATION: It is recommended that the Successor Agency:**

1. Approve the minutes as submitted.

CITY COUNCIL

**12. MINUTES OF THE APRIL 21, AND APRIL 23, 2026 CITY COUNCIL MEETINGS (CITY CLERK)**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the minutes as submitted.

**13. QUARTERLY UPDATE #4 – 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.
2. Take such additional, related, action that may be desirable.

**14. AUTHORIZATION TO PURCHASE TWO (2) MOBILE MESSAGING LED VIDEO TRAILERS USING PROPOSITION C LOCAL RETURN FUNDS AND GENERAL FUND RESERVES (PARKS & RECREATION)**  
**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the purchase of two (2) mobile messaging LED video trailers from Musco Sports Lighting in the amount not to exceed \$326,712.50; and
2. Approve the use of Proposition C Local Return funds of \$326,712.50 as approved by the Los Angeles County Metropolitan Transportation Authority (LA Metro); and
3. Take such additional, related, action that may be desirable.

**15. AUTHORIZATION TO PURCHASE FOUR (4) GENERATOR LIGHT TOWERS, USING PROPOSITION C LOCAL RETURN FUNDS (PARKS & RECREATION)**  
**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the purchase of four (4) generator light towers, in an amount not to exceed \$75,000.00; and
2. Authorize the Director of Parks and Recreation to issue a purchase order(s) for the procurement of the equipment in an amount not-to-exceed \$75,000; 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.

**16. JOINT PARTICIPATION PROJECT WITH THE CITY OF LA MIRADA - SLURRY SEAL OF VALLEY VIEW AVENUE FROM ROSECRANS AVENUE TO ALONDRA BOULEVARD AND FROM PARK PLACE TO ARTESIA BOULEVARD – ADDITIONAL APPROPRIATION OF FUNDS (PUBLIC WORKS)**  
**RECOMMENDATION: It is recommended that the City Council:**

1. Appropriate an additional \$99,500 from the Measure SFS Fund to the subject project (PW260101); and
2. Take such additional, related, action that may be desirable.

**17. VALLEY VIEW AVENUE AND ALONDRA BOULEVARD INTERSECTION IMPROVEMENT – AWARD OF CONTRACT (PUBLIC WORKS)**  
**RECOMMENDATION: It is recommended that the City Council:**

1. Award a construction contract to Marjani Builders, Inc. for \$2,685,191 for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

## **18. CITY WIDE STREET LIGHT CONVERSION PROJECT – FINAL PAYMENT (PUBLIC WORKS)**

### **RECOMMENDATION: It is recommended that the City Council:**

1. Approve the Final Payment to Yunex, LLC. Of Anaheim, California for \$151,505 (Less 5% Retention); and
2. Approve the final contract amount with Yunex, LLC. In the amount of \$266,450; and
3. Take such additional, related, action that may be desirable.

## **19. RESIDENTIAL CONCRETE IMPROVEMENT 2025-26 – FINAL PAYMENT (PUBLIC WORKS)**

### **It is recommended that the City Council:**

1. Approve the final payment to C J Concrete Construction, Inc. of Santa Fe Springs, California for \$312,360 (Less 5% Retention); and
2. Approve the final contract amount with C J Concrete Construction, Inc. in the amount of \$312,360; and
3. Authorize the Director of Public Works to execute Contract Change Order Nos. 1 – 2 in an aggregate amount of \$159,710; and
4. Authorize the Director of Public Works to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
5. Take such additional, related, action that may be desirable.

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

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

## **APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS - None**

## **COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING**

Councilmember Rounds thanked all administrative professionals in recognition of Administrative Professionals Day and stated he is looking forward to the Art Fest.

Councilmember Mora shared that the Whittier Police Department situational awareness presentation was great and stated he is looking forward to the Art Fest and pancake breakfast.

Councilmember Martin thanked California State Assemblymember Blanca Pacheco for supporting the water bill and stated the Soroptimist event was very nice.

Mayor Pro Tem Rodriguez shared they attended a baseball game at Metro with their grandson, thanked staff for attending Saturday's staff training, stated the Soroptimist event was great, and thanked Assemblymember Blanca Pacheco.

Mayor Zamora thanked staff for a professional Administrative Professionals Day event, expressed appreciation for their hard work and efforts, and stated the staff in-service was great.

**ADJOURNMENT**

Mayor Zamora adjourned the meeting at 6:56 p.m.



## MINUTES OF THE APRIL 23, 2026 SPECIAL MEETING OF THE CITY COUNCIL

### **CALL TO ORDER**

Mayor Zamora called the meeting to order at 5:05 p.m.

### **ROLL CALL**

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

**Members absent:** None

### **PLEDGE OF ALLEGIANCE**

City Manager, René Bobadilla led the pledge of Allegiance.

### **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

There was no one wishing to speak during comments.

## **1. CLOSED SESSION**

### **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to California Government Code Section 54957)

TITLE: City Manager Evaluation

### **CLOSED SESSION REPORT**

### **PUBLIC HEARING**

## **2. FISCAL YEAR 2026-2027 BUDGET WORKSHOP #2– DEPARTMENT PRESENTATIONS**

City Manager, Rene Bobadilla, provided opening remarks, introduced the workshop, and outlined its purpose, emphasizing service to residents, business owners, community organizations, Councilmembers, and staff. He also announced the next Budget Workshop will take place on May 21, and that the City Council will review and adopt the Fiscal Year 2026-2027 Budget on June 2.

Finance Director, Julio Morales, reviewed the agenda and provided an overview of the Fiscal Year 2025-2026 budget results. He discussed how the current fiscal year is projected to end and shared that the current workshop focused on General Fund while the May 21 workshop will focus on Capital Improvement Projects, one-time requests and water revenue.

Assistant City Manager, Nicholas Razo began talking about the City Manager's Office budget, which includes immediate staff, City Clerk, City Attorney, and Human Resources. Reviewed the Community Organization Support budget summary as well as new and one-time requests.

Director of Community Development, Cuong Nguyen provided a proposed budget summary and one-time requests.

Director of Finance, Julio Morales provided a budget summary and reviewed departmental requests. Discussion included outsourcing water services, integrating software systems, and streamlining vendor payment processes.

Interim Fire Chief, Michael Kozicki, provided a budget summary including positions and one-time requests.

Director of Parks and Recreation, Gus Hernandez provided an overview of the Parks and Recreation Department, including the proposed budget summary. He reviewed full-time and part-time staffing positions, as well as new and one-time budget requests. He also shared that he assigned the City Council homework to review all programs and events to better understand the true cost and community impact of the programs. He noted that many programs are currently subsidized and proposed increasing program fees.

Director of Police and Community Services, Arlene Salazar reviewed proposed budget adjustments, including special funds related to Proposition A and PLHA monies, full-time positions, and new one-time requests. He also discussed and clarified the transition from Park Rangers to Public Safety Aides.

Director of Public Works, James Enriquez provided an overview of the budget summary for Engineering and Maintenance including new and one-time department requests.

Mayor Zamora invited the public to attend the upcoming budget workshop on May 21.

### **ADJOURNMENT**

Mayor Zamora adjourned the meeting at 8:32 p.m.

\_\_\_\_\_  
Joe Angel Zamora  
Mayor

### ***ATTEST:***

\_\_\_\_\_  
Maribel Garcia  
City Clerk

\_\_\_\_\_  
Date



## 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  
**SUBJECT:** **WADING POOL MAINTENANCE SERVICES – AWARD OF CONTRACT TO SERVICE FIRST**  
**DATE:** May 12, 2026

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### **RECOMMENDATION:**

It is recommended that the City Council:

1. Accept the proposal from Service First in response to the RFP 25-9 Wading Pool Maintenance Services; and
2. Award a Contract to Service First from Santa Ana, California for Wading Pool Maintenance Services; and
3. Authorize the City Manager to execute the agreement with Service First; and
4. Take such additional, related, action that may be desirable.

### **FISCAL IMPACT**

Funding for wading pool maintenance services is included in the recommended Fiscal Year 2026–27 budget for the Department of Public Works. Contracting this service will reduce overtime costs for Water Department staff currently assigned to wading pool maintenance and allow for the reallocation of staff to other critical water system maintenance activities.

### **BACKGROUND**

The City entered into a three-year Wading Pool Maintenance Services agreement with Commercial Aquatics Services, Inc. in August 2013. Following the agreement's expiration on July 31, 2016, City staff assumed responsibility for wading pool maintenance and have continued to provide these services primarily through overtime.

**WADING POOL MAINTENANCE SERVICES – AWARD OF CONTRACT TO SERVICE FIRST**

City staff issued a Request for Proposals (RFP) and received three proposals on March 19, 2026. Based on the evaluation of the proposals, staff determined that Source First is the most qualified firm and is well-equipped to provide wading pool maintenance services.

The results of those proposals are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Service First	\$115,365
Payless Pool Service Co.	\$144,000
Aqua Source	\$353,150

**ANALYSIS**

The recommended agreement is for an initial three (3)-year term, with the option for the City to extend the contract for two (2) additional one (1)-year terms. The agreement contract is for an annual fee of \$115,365.

**ENVIRONMENTAL**

N/A

**DISCUSSION**

N/A

**SUMMARY/NEXT STEPS**

Upon approval of the recommended actions by City Council, staff will execute the agreement with Source First and coordinate to ensure uninterrupted service of the city's wading pools.

**ATTACHMENTS:**

A. Contract Service Agreement

**ITEM STATUS:**

APPROVED:

DENIED:

TABLED:

DIRECTION GIVEN:

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City Clerk, Maribel Garcia

2026  
CONTRACT SERVICES AGREEMENT  
(Contractor: Service First)  
(Nature of Engagement: Wading Pool Maintenance Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 12th day of May 2026 (the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and Service First (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

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

WHEREAS, CITY requires regular and emergency landscape maintenance services; and

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

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

**Section 1. Recitals**

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

**Section 2. Term.**

- A. This Agreement shall have a term of three (3) years commencing on the Effective Date.
- B. The City shall have the sole option to extend the Agreement term for two (2) additional, one (1) year terms. CITY will provide CONTRACTOR with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto. CONTRACTOR shall provide CITY written acceptance to extend the Agreement term within ten (10) days of service of CITY's written notice to extend the term.

- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

### **Section 3. Scope of Work.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Wading Pool Maintenance Services" (hereinafter, "CITY RFP") and the written proposal of CONTRACTOR entitled "Wading Pool Maintenance Services" (hereinafter, the "CONTRACTOR Proposal"). The term "Scope of Services" shall be a collective reference to the CITY RFP and CONTRACTOR Proposal. The capitalized term "Work" or "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services, attached hereto as **Exhibit "A"** to this Agreement and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR's

cessation or abandonment.

#### **Section 4. Performance of Work.**

- A. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
  2. The location of where the particular services or tasks are to be performed, if applicable;
  3. A timeline for completing the requested services or tasks;
  4. Any other information CITY deems necessary and relevant to the requested services or tasks; and
  5. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth above. Once a written Work Order is received, CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the tasks and services as set forth in the Work Order or the Scope of Work. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- F. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including all applicable Cal/OSHA and wage law and regulations in the performance of this Agreement.

#### **Section 5. Compensation.**

- A. CONTRACTOR shall be compensated for Work performed in accordance with the Schedule of Compensation, attached hereto as **EXHIBIT "B"** (the "Approved Rate Schedule") and incorporated herein by this reference. The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate annual sum of \$115,365 (One Hundred Fifteen Thousand Three Hundred Sixty Five Dollars). In the event CONSULTANT's charges are projected to exceed the Total 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 Total Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- B. CONTRACTOR further agrees that the Total Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.
- C. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work was provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work was performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**Section 6. Standard of Care.**

- A. CONTRACTOR represents, acknowledges, and agrees as follows:
  - 1. CONTRACTOR shall perform all Work consistent with and adhering to the professional standard of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
  - 2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, permits, certifications and/or qualifications legally required to perform the Work and make the same available to CITY for copying and inspection;
  - 3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
  - 4. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
  - 5. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and time to complete all Work as

specified by the Scope of Work or other written order.

6. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the CITY Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

#### **Section 7. Representatives.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be James Enriquez, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, { Service First, Owner}, is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

#### **Section 8. Contractor's Personnel.**

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

- B. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such officers, employees, agents, contractors, subcontractors or subconsultants immediately upon receiving notice from CITY.
- C. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

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

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Sections 1720 *et seq.* of the Labor Code. CONTRACTOR is responsible for complying with Labor Code Sections 1720 *et seq.*, which is briefly summarized in this Section.
- B. Hours of Work.
  - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.
  - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
  - 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY Twenty Five Dollars (\$25) for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 *et seq.*
- C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
  
2. CONTRACTOR and any subcontractors engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall comply with Labor Code Section 1775, which establishes a penalty of up to Two Hundred Dollars (\$200) per day for each worker engaged in the performance of the Work and where CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:
  - (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to Labor Code Sections 1720 *et seq.* shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.

- (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to Labor Code Sections 1720 *et seq.* Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.
  - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

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

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to Labor Code Sections 1720 *et seq.*, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to Labor Code Sections 1720 *et seq.* any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to Labor Code Sections 1720 *et seq.* to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

## Section 10. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*). CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Section 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code Section 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

**Section 11. Independent Contractor.** CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the

same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

## **Section 12. Non-Discrimination.**

- A. CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated hereunder (Cal. Code Regs., Title 2, §11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 *et seq.*, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

## **Section 13. Indemnification and Duty to Defend.**

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

materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code Section 2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code Section 2782(b).

- B. CONTRACTOR agrees, at its sole cost and expenses, to promptly defend Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever. The duty of CONTRACTOR to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees. CONTRACTOR's obligation to defend the Indemnitees shall be at CONTRACTOR's sole expense, and not be excused because of CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable. This duty to defend shall apply whether a claim, demand, cause of action, or proceeding has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any damage, cost, expense, liability, claim, demand, cause of action, proceeding, expense, judgement, penalty, or lien. CONTRACTOR agrees to provide this defense immediately upon written notice from CITY with well qualified, adequately insured and experienced legal counsel acceptable to the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission, or performance.
- C. Attorneys and other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- E. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- F. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- G. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.
- H. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.
- I. The provisions of this Section shall survive the termination or expiration of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

#### **Section 14. Insurance.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.
  2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII.
- D. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement. CONTRACTOR warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Section on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. CONTRACTOR acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement.
- E. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- F. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written

notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- G. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR’s employees, agents, subcontractors, or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- I. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR’s liability or as full performance of CONTRACTOR’s duties to indemnify, hold harmless and defend under Section 13 of this Agreement.
- L. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- M. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Section shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

**Section 15. Records and Inspection.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and

make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required. This Section shall survive the termination or expiration of the Agreement.

## **Section 16. Termination.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause as provided herein. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect.
1. CONTRACTOR shall cure the following Event of Default within the following

time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default; that the Event of Default cannot be reasonably cured within the 30-day cure period; and CONTRACTOR is diligently pursuing to cure the Event of Default. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of

- any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
  5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
    - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
    - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
    - iii. The CITY may exercise any other available and lawful right or remedy.

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

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

**Section 17. Force Majeure.** Performance of Work under this Agreement may be waived in the event of any delays due to unforeseeable causes beyond the control of

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

**Section 18. Confidentiality.** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

**If to CITY:**

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

**If to CONTRACTOR:**

Service First  
2510 N Grand Ave, Suite 110  
Santa Ana, CA 92705  
Attn: Bob Wormus  
Account Manager  
Phone: (714) 573-2251

**Section 20. Assignment.** The skills, training, knowledge, and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest,

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

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

**Section 22. Entire Agreement.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document attached or incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**Section 23. Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

**Section 24. Governing Law; Jurisdiction.** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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

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

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

**Section 28. No Third-Party Benefit.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY OF SANTA FE SPRINGS:**

**Service First:**

By: \_\_\_\_\_  
René Bobadilla  
City Manager

By: \_\_\_\_\_  
Name: Bob Wormus

Title: Account Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Maribel Garcia  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Rick Olivarez  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



# REQUEST FOR PROPOSALS No. 26 - 9

## Wading Pool Maintenance Services

**Issue Date:** Thursday, February 19, 2026  
**Questions Due Date:** Thursday, March 5, 2026, at 2 PM Pacific  
**Proposal Due Date:** Thursday, March 19, 2026, at 2 PM Pacific

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**TO PROSPECTIVE PROPOSERS**

The City of Santa Fe Springs ("City") invites qualified firms to submit proposals in response to this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be considered. The information set forth is the minimum required to be considered. The successful Proposer will be required to enter into a service agreement in accordance with the specifications outlined in this RFP.

**DATE OF SOLICITATION**

February 19, 2026

**PROJECT**

Wading Pool Maintenance Services

**PROPOSAL OWNER**

City of Santa Fe Springs – Public Works  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Attn: James Enriquez, Director  
Contact Phone: (562) 868 - 0511  
Contact E-Mail: [jamesenriquez@santafesprings.gov](mailto:jamesenriquez@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](mailto:micahherd@santafesprings.gov)

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Thursday, March 5, 2025, at 2 PM Pacific.**

Proposals must be submitted by **Thursday, March 19, 2025, at 2 PM Pacific.**

Prospective proposers must register their business with PlanetBids before submitting questions and/or proposals. To access the City's PlanetBids Portal, please go to:

<https://vendors.planetbids.com/portal/65093/bo/bo-detail/138508>

## 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 .....	8
VI.	Proposal Content and Format .....	8
VII.	Evaluation Criteria .....	10
VIII.	Proposal Protests .....	11
IX.	Execution of Agreement.....	12
X.	Insurance Requirements .....	12
XI.	Business License Requirements .....	15
XII.	Use of Federal Funds .....	15
XIII.	Non-Commitment of City .....	16
XIV.	Labor Requirements.....	16
XV.	Records .....	17
XVI.	Use of Subcontractors.....	17
XVII.	Modifications/Changes.....	17
XVIII.	Disclosure of Information .....	17
XIX.	Ex-Parte Communications.....	17
XX.	General Rights of the City .....	18

## **I. Notice Inviting Proposals**

The City of Santa Fe Springs ("City") is issuing a request for proposals ("RFP") from qualified wading pool maintenance contractors for a period of up to five (5) years. The proposed wading pool maintenance work services will be required to be performed and completed thoroughly and professionally, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work promptly that will meet the City's requirements and as described in the Scope of Services/Services section of this RFP.

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/138508>

Prospective Proposers must register with PlanetBids before they can view all documentation or submit a response.

**Questions must be submitted by Thursday, March 5, 2026, at 2 PM Pacific.**

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

**Proposals must be submitted via PlanetBids by Thursday, March 19, 2026, 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 an agreement with the City for the duration of the project. Final terms, including compensation and length of the agreement, are subject to City Council approval.

## **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                     | <b>Thursday, February 19, 2026</b>               |
| • Online Q&A Deadline             | <b>Thursday, March 5, 2026, at 2 PM Pacific</b>  |
| • Deadline to Submit Proposals    | <b>Thursday, March 19, 2026, at 2 PM Pacific</b> |
| • City Review of Submissions      | <b>April 2026</b>                                |
| • Interviews                      | <b>TBD (If Necessary)</b>                        |
| • Notifications Sent to Proposers | <b>TBD</b>                                       |
| • Award of Contract               | <b>TBD</b>                                       |

### **IV. Scope of Work/Services**

The Contractor selected under this RFP will be required to perform and complete the proposed maintenance work thoroughly and professionally, and to provide the labor, tools, equipment, materials, and supplies necessary to complete all work that meets the City's requirements promptly. Contractor shall be responsible for all work under this Scope of Services and shall not assign any aspect to any subcontractor without prior written authorization from the City.

The off-season Scope of Work consists of Standard Services for routine maintenance, three (3) times a week (Monday, Wednesday, and Friday) from November 1 through April 31, to each of the city-owned and maintained wading pools within the hours of 9:00 a.m. and 12:00 p.m. All work necessary to complete the maintenance services should be performed in a manner acceptable to the City.

The peak-season Scope of Work consists of Standard Services of routine maintenance seven (7) times a week (Sunday through Saturday) from May 1 through October 31 (including Easter Day) to each of the city-owned and maintained wading pools within the hours of 9:00 a.m. and 12:00 p.m. Contractors shall be available during normal hours of operation from 12:00 p.m. to 5:00 p.m. as needed. All work necessary to complete the maintenance services should be performed in a manner acceptable to the City.

#### **A. STANDARD SERVICES**

##### **Weekly Maintenance Services:**

1. Inspection of overall system operations, including mechanical, electrical, water, and chemical components.

2. Inspection and performance of water analysis, maintenance of proper water levels, and water quality.
3. Cleaning of wading pools to include, but not limited to:
  - a. Cleaning of baskets, skimmers
  - b. Cleaning of pump intakes
  - c. Skimming of water surfaces
  - d. Brushing and scrubbing of sidewalls
  - e. Vacuuming of wading pools
  - f. Removal of all accumulated trash and debris
  - g. Cleaning of the equipment room and leaving area in a clean and professional manner
  - h. Backwashing of filters as needed, along with adding replacement Diatomaceous Earth if so equipped
4. Submittal of weekly maintenance reports to the Water Manager at the City Municipal Services Yard.
5. Maintaining and monitoring of all timer controllers to the City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
6. Documentation of recommended repairs in writing, as noted on maintenance reports. Repairs are not part of weekly maintenance and will be made at the City's discretion and at an additional cost to the City.

**B. WADING POOL NAMES AND LOCATIONS**

<b>Wading Pool Name</b>	<b>Location</b>
Los Nietos Park	11143 Charlesworth Road
Santa Fe Springs Park	10068 Cedardale Drive
Lakeview Park	10225 S. Jersey Avenue
Little Lake Park	10900 Pioneer Boulevard

**C. EMERGENCY RESPONSE**

On occasion, the City may require emergency response services. Typically, this would occur after normal operating hours, weekends, and holidays. The Contractor should be able to provide personnel after normal work hours when an emergency maintenance condition or a cleaning service issue arises. Such work will be performed for additional compensation, unless the Contractor's negligence causes the emergency cleaning service condition. The Contractor shall respond within three (3) hours of notification by a City representative.

**D. License/Certification Requirements**

Contractors providing this service for the City are required to have a Swimming Pool Service Technician Certificate issued by the Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program, for the person(s) who will provide the wading pool maintenance services.

If the person providing the wading pool maintenance services possesses an Apprentice Technician Certificate, they should also provide a copy of the supervisor's Technician Certificate.

Required certifications should be attached as part of your proposal submission.

## **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 that 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, as well as a proposed schedule designed to meet the City's needs. If applicable, include the proposed working relationship with any subcontractors. An individual authorized to bind the Contractor must sign the letter.
- B. **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.
- C. **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.

- D. **License/Certifications** – Attach a copy of the required license and certifications identified in the scope of work/services. Proposers may also include any other licenses/certifications they feel are relevant in this section.
- E. **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 to that effect should be included in their submission.
- F. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should include all pricing information for performing the scope of work as described in this request and identified in the Line-Item list (See "Line-Item" tab in PlanetBids).

The total all-inclusive maximum not-to-exceed price should contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. It should also include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates, the anticipated hours for each staff level, and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should be directly related to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Proposer to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, resulting from this engagement, then such additional work shall be performed only if outlined in an addendum to the contract between the City and the Proposer. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

## **Proposal Format**

To facilitate the evaluation process, all responses must adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. The thirty (30) page requirement does not include a cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

- A. Title Page showing the request for proposals subject; the Proposer's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.
- B. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
- C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

## **VII. Evaluation Criteria**

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

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review, and rate proposals based on the following:
  1. **Experience of Proposer and Project Personnel (40 points)**
    - Experience, resources, and qualifications of the Proposer and assigned individuals to perform tasks identified in the scope of work.
    - Good reference checks from primary and/or secondary sources.
  2. **Proposed Approach & Work Plan (30 points)**
    - Proposer has a clearly defined approach, strategy, and execution plan.
    - The timeline meets the City's requirements.
    - Proposal clearly defines what is required from the City.
  3. **Proposed fees for items/services (20 points)**
    - Proposed fees are reasonable.

**4. Responsiveness to RFP (10 points)**

- Compliance with the required format.
- Offered new/innovative services, suggestions.

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

**Interviews**

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

**VIII. Proposal Protests**

**Proposal Protest Procedures (Before Proposal Opening)**

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

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:  
Julio Morales  
City of Santa Fe Springs  
Attn: Finance Department  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Or

E-mail:  
[juliomorales@santafesprings.gov](mailto:juliomorales@santafesprings.gov)

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
  - The items to be procured are urgently required;
  - Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

#### **Proposal Protest Procedures (After Proposal Opening/Post Award)**

A protest filed after a proposal opening must be filed within three (3) working days after the award. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

### **IX. Execution of Agreement**

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor. If not covered under Contractor's liability policy, such "property" coverage of City may be endorsed onto Contractor'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 Contractor 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 Contractor'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.

Contractors 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**

Contractors 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](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 Contractor 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 Contractor 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 Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. Non-Discrimination:** The Contractor 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 Contractor will only hire individuals who are of legal age to work.

## **XV. Records**

The Contractor 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 Contractor 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 Contractor. These changes will be processed by the City Manager.

## **XVIII. Disclosure of Information**

- A. The Contractor 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, Contractor, 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 Contractor shall be used exclusively in connection with the performance of services.
  
- B. The Contractor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Contractor 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**

Contractors 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 contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

## **XX. General Rights of the City**

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
  - 1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
  - 2. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
  - 3. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Make multiple awards;
- E. Cancel the entire RFP;
- F. Issue subsequent RFPs; or
- G. Waive any errors or informalities in any proposal to the extent law permits

### **PLEASE REVIEW**

**Attachment A – References**

**Attachment B – Sample GSA**



RFP No. 26-9 Wading Pool Maintenance Services

Santa Fe Springs

Proposal Submitted by Service First 2510 N Grand Ave St 110 Santa Ana Ca 92705 on 3/19/26

Project Manager and 24/7 Contact: Bob Wormus [bwormus@service-1st.com](mailto:bwormus@service-1st.com) 714-788-4589 Cell

714-573-2253 ofc 2510 N Grand Ave St 110 Santa Ana Ca 92705



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Table of Contents RFP 26-9 Wading Pool Maintenance Services

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Letter of Interest..... Page 1

Proposed Statement of Work.....Page 2

Daily Log.....Page 3

End of Month Inspection.....Page 4

Exhibit A explanation of services.....Page 5

Exhibit B explanation of services.....Page 6

Relevant Experience and Key Personnel.....Page 7

Attachment A References.....Page 8

CPO Instructor Certification.....Page 9

CPO Certification.....Page 10

LA County Technician Cards.....Page 11

CSLB License C53/C61/D35.....Page 12

Conflict of Interest Statement.....Page 13

Cost Proposal.....Page 14



## Cover Letter

James Enriquez, Director

City of Santa Fe Springs-Public Works

11710 Telegraph Rd

Santa Fe Springs Ca 90670

Service First proposes to provide Wading pool Maintenance Services for the City of Santa Fe Springs. The following proposal will demonstrate why The City of Santa Fe Springs should choose Service First as the preferred contractor to provide these services.

With over 35 years' experience and the majority of staff with 20+ years tenure, Service First has earned the reputation as Southern California's Premier Public Works Commercial Aquatic Service Company. Our proprietary techniques developed over the years have allowed us to provide excellent Service even in the most extreme environments.

The majority of our customer base have been clients for numerous years and prove to be excellent references each time they are called upon. We pride ourselves on providing clean, clear, and safe pools and spas for the patrons while providing balanced water to ensure the longevity of the pool and Spa equipment and vessel for the owner/operator.

Service First has sufficient staff and time to execute the scope of work outlined in the RFP. Service First will complete all tasks outlined in the RFP on the specified days during the specified time frame of 9:00am-12:00PM. Service First will be available for emergency call outs 24/7.

Service First will not use any subcontractors only in house full time employees.



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### Proposed Statement of Work

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Service First is currently servicing numerous public works contracts and has completed without any incidents dozens of public works contracts over the past 35 years. We have a firm understanding of what is required to maintain the facilities at the highest standards and provide a clean, clear, and safe swimming environment.

Service First has been providing Commercial Pool Service for 35 years. We have layers of management and reporting procedures that allow us to provide excellent service and prevent complacency in reoccurring service. In addition to our daily logs which include all of the Preventative Maintenance readings i.e. flow, influent and effluent filter pressures, water balance, etc., we perform an end of month all inclusive inspection of each body of water. The Account Manager and Route Supervisor personally review each inspection report and make recommendations or corrections as needed. Copies of these reports are attached.

In addition to the scope of work outlined in RFP 26-9, attached are exhibit A and B which outlines additional tasks that Service First will be performing at each scheduled visit.

All Service vehicles are on GPS which allows us the fastest response times to any emergencies or call outs needing attention. Service First understands that it is important to keep Commercial Pools clean and clear and enjoyable for the facilities patrons.

Thank you for the opportunity to bid RFP 26-9 Wading Pool Maintenance Services and if selected, we will provide service above and beyond your expectations.



# Daily Pool Log

June

Day	TECH	FAC	TAC	pH	ORP	pH	Flow	influent	Effluent	TA	Drain	Temp	Products
	name	ppm	ppm	factor	controller	controller	gpm	psi	psi	ppm		degf	Services
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
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**24 HOUR EMERGENCY PHONE NUMBER (714) 573-2253**

# Swimming Pool/Spa Service Inspection Report

Name of Facility: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Inspected By: \_\_\_\_\_

Body of Water #1: \_\_\_\_\_

Body of Water #2: \_\_\_\_\_



**COMMERCIAL  
POOL SYSTEMS**

## Pool Water Quality Analysis

	FAC ppm	TAC ppm	pH factor	TA ppm	CH ppm	CyA ppm	TDS ppm	Temp degF
#1								
#2								

	Flow Rate gpm	Influent psi	Effluent psi	Vacuum vac
#1				
#2				

	ORP controller	pH controller
#1		
#2		

## Pool Area Safety Check

### Pool Signs

Pool Rules:	
CPR:	
Pool Occupancy:	
No Diving:	
No Lifeguard:	
"911":	

### Spa Signs

Spa Rules:	
Spa Occupancy:	
Emerg. Shut Off:	

### Safety Apparatus and Equipment #1 #2

Life Ring:		
Life Line:		
Life Pole w/ Hook:		
Emergency Spa Shut Off Switch:		
Lighting CGFI:		
Time Clock and/or Controls:		
Time Set on Time Clocks for pool and lighting:		
Pool/Spa Lighting:		
Pool/Spa Safety Signs:		
Pool/Spa Safety Equipment:		
Pool/Spa Hand Rails:		
Pool/Spa Steps and Rungs:		
Pool/Spa Main Drain Covers:		
Deck Covers:		
Pool Barrier:		

Good Fair Poor

	Good	Fair	Poor
Plumbing and Equipment Leaks			
Backwash Valve			
Flow Meters and Guages			
Filter Condition			
Pump Room Condition			
Electrical Connections			
Heater Condition			
Automated Chemical Feed System			
Weir Blades, baskets and covers			

PLEASE EXPLAIN POOR CONDITIONS OR SAFETY VIOLATIONS:

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## EXHIBIT A

### SPECIFICATIONS

#### TASKS PERFORMED AT EACH SCHEDULED VISIT PER BODY OF WATER

1. Vacuum the bottom surface of each pool.
2. Skim debris from surface of each pool.
3. Clean all water line tiles as necessary.
4. Brush sides of each pool to remove dirt and debris as needed.
5. Remove accumulated debris from all pool skimmers and drains.
6. Remove accumulated debris from all pump strainers.
7. Backwash pool filters as necessary to maintain proper pressure differential.
8. Refill all chemical feed equipment containers as necessary.
9. Maintain a clean and organized equipment room.
10. Check and record the following in the supplied commercial log book:
  - a. Free chlorine
  - b. pH level
  - c. Flow rate
  - d. Influent Pressure
  - e. Effluent Pressure
  - f. Pool Temperature
  - g. Chemicals Added
  - h. Services Performed
11. Check for safety hazards and conditions in and around the pool area.



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## EXHIBIT B

### SPECIFICATIONS

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#### TASKS PERFORMED AT EACH SCHEDULED VISIT PER BODY OF WATER

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1. Check and adjust all automatic and manual water chemistry control systems.
2. Maintain and adjust all company owned equipment.
3. Maintain a proper residual of chemical stock on hand for all automatic and manual water chemistry control systems.
4. Place in use chlorine and pH neutralizer necessary to maintain the water balance in accordance with local and state health department codes and regulations regarding the sanitation of commercial pool and spas.
5. Maintain water levels in all bodies of water and adjust all automatic water level equipment.
6. Provide secondary containment for all chemical stocks in accordance with all local fire and safety codes.
7. Maintain pool records charts in accordance with local health authority guidelines.
8. Drain all pools and spas as necessary.
9. Check all pool equipment for proper operation.
10. Check pool area for obvious hazards.
11. Check pool and spa lighting for proper operation.

#### END OF MONTH INSPECTION REPORT COMPLETED AT THE END OF EACH MONTH

12. Check and Record the following:
  - a. Free Chlorine
  - b. Total Chlorine
  - c. Combined Chlorine
  - d. pH level
  - e. Total Alkalinity
  - f. Calcium Hardness
  - g. Total Dissolved Solids
  - h. Phosphate Levels
  - i. Temperature

13. Perform a site survey for all pools and spas to check and record the condition of the following:

- a. Check all required safety signage
- b. Check all required safety equipment
- c. Check for missing or damaged main drain covers
- d. Check for safety hazards in and around pool area
- e. Check for missing or damaged deck lids
- f. Check spa emergency shut off switch operation
- g. Check all pool circulation, filtration, and heating systems.
- h. Check all pool lighting and lighting GFCIs for proper operation.
- i. Check all pool access gates and perimeter barriers



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**CITY OF SANTA FE SPRINGS RFP 26-9 Wading Pool Maintenance Services**

**Relevant Experience and Key Personnel**

**I. FIRM AND TEAM EXPERIENCE**

- a. Service First has been in business for 40 years. We have twenty-eight (28) fully trained and equipped service technicians, four (4) fully trained and equipped repair technicians, and four (4) field supervisors. In Addition, our management team includes Field Director, General Manager, Account Managers, and Customer Service Reps.
- b. The Project Manager will be Bob Wormus, [bwormus@service-1st.com](mailto:bwormus@service-1st.com) – 714-788-4589 cell.
- c. Service First headquarters is in Santa Ana Ca 92705 – 2510 N Grand Ave St 110
  - i. Project Manager- Bob Wormus
    1. 30 years experience in aquatic industry (24 years with Service First)
    2. CPO Certified/NSPF Instructor 92\*10684
    3. LA Technician #T5633
  - ii. General Manager- Rich Rohr
    1. 30 years experience in aquatic industry ( 21 years with Service First)
    2. CPO Certified
  - iii. Repair Supervisor-Al Conde
    1. 35 years experience in aquatic industry ( 35 years with Service First)
    2. CPO Certified
    3. LA Tech Certified T1144
  - iv. Route Supervisor -Alberto Cervantes
    1. 25 years experience ( 25 years with Service First)
    2. CPO Certified
    3. LA Tech Certified
  - v. Route Supervisor- Humberto Nava
    1. 21 Years Experience ( 21 years with Service First)
    2. CPO Certified
    3. LA Tech Certified



City of Fontana Swimming Pool Maintenance for five (5) city aquatic centers. -contact info on attachment A References

City of Riverside Swimming Pool Maintenance for seven (7) community pools-contact info on attachment A References

City of Cerritos Swimming Pool Maintenance and city wide fountain service- contact info on attachment A References

City of Hemet- Diamond Valley Aquatic Center

City of Bell Gardens- John Anson Ford Aquatic Center

City of Lake Elsinore- City Splash Pads and Launch point Pool and Spa



RFP 26 - 9

Wading Pool Maintenance Services

ATTACHMENT A – References

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name City of Fontana

Entity Address 16489 Orange Way Fontana, CA 92335

Name of Contact/Phone Number Ryan Rosebeary 909-428-8811

Email of Contact R.Rosebeary@fontana.gov

Project Title/Dollar Amount \$580,850.00 / yr

Date of Project 2023 - Present

Project Description Swimming Pool, Wader, and SPA maintenance at five (5) city Aquatic centers

Entity Name City of Riverside

Entity Address 8095 Lincoln Ave Riverside, CA 92504

Name of Contact/Phone Number Barnaby Antunez 951-584-4128

Email of Contact B.ANTUNEZ@riversideca.gov

Project Title/Dollar Amount \$257,320 / yr

Date of Project we had this contract 20 years - started 1/1/2026 <sup>new contract</sup>

Project Description Swimming Pool maintenance for seven (7) community pools

Entity Name City of Cerritos

Entity Address 18125 Bloomfield Ave Cerritos, CA 90703

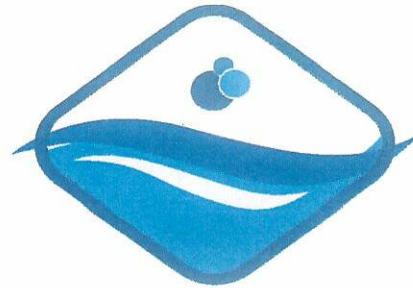
Name of Contact/Phone Number Ted Glenn 562-916-8572

Email of Contact TGlenn@Cerritos.gov

Project Title/Dollar Amount \$274,000 / yr

Date of Project 2023 - Present

Project Description Swim Pool maintenance Aquatic center and fifteen (15) citywide fountains



**POOL &  
HOT TUB  
ALLIANCE**

**CPO Instructor**

**ROBERT WORMUS**

*has completed all necessary requirements for authorization as a*

**CPO INSTRUCTOR**

*as required by the Pool & Hot Tub Alliance*

PHTA Member ID  
15574320

Authorization Date:

12/31/24

Authorization Expires:

12/31/25



**POOL &  
HOT TUB  
ALLIANCE**

Sabeena Hickman, CAE  
President & CEO  
Pool & Hot Tub Alliance



## Certified Pool & Spa Operator Certification

for

# ROBERT WORMUS

as an Operator of Aquatic Facilities  
issued by the

**Pool & Hot Tub Alliance**

on

Certification Date: 12/3/24  
Expiration Date: 12/31/29  
Certification Number: 15574320

Instructor Name(s) PHTA Approved

A handwritten signature in black ink, appearing to read "Sabeena Hickman".

Sabeena Hickman, CAE  
President & CEO  
Pool & Hot Tub Alliance





COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
SWIMMING POOL SERVICE  
TECHNICIAN

No. PR0190681

Expires: 6/30/2026

HUMBERTO NAVA  
2510 N GRAND AVE STE 110  
SANTA ANA, CA 92705



COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
SWIMMING POOL SERVICE  
TECHNICIAN

No. PR0190298

Expires: 6/30/2026

AL CONDE  
606 S RESH ST  
ANAHEIM, CA 92805



COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
SWIMMING POOL SERVICE  
TECHNICIAN

No. PR0158609

Expires: 6/30/2026

BOB WORMUS  
2510 NORTH GRAND AVENUE, STE  
110  
SANTA ANA, CA 92705



COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
SWIMMING POOL SERVICE  
TECHNICIAN

No. PR0190299

Expires: 6/30/2026

ALBERTO CERVENTES  
2510 N GRAND AVE STE 110  
SANTA ANA, CA 92705



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **556812**

Entity **CORP**

Business Name **SERVICE FIRST**

Classification(s) **C61/D35/C33 C20 B C36 C-2 C21  
C53 C10 C-9**

Expiration Date **02/28/2027**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





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RFP 26-9 Wading Pool Maintenance Services

Conflict of Interest Statement

Service First has no conflicts of interest with the City of Santa Fe Springs to perform the scope of work outlined in RFP 26-9 Wading Pool Maintenance Services.

**EXHIBIT "B"**  
**SCHEDULE OF COMPENSATION**



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RFP 26-9 Wading Pool Maintenance Services

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All inclusive Monthly Proposal Rates

Los Nietos Park	\$1350.00/mo	off- season	\$3450.00/mo	peak-season
Santa Fe Springs Park	\$1350.00/mo	off- season	\$3450.00/mo	peak-season
Lakeview Park	\$1350.00/mo	off- season	\$3450.00/mo	peak-season
Little Lake Park	\$1350.00/mo	off- season	\$3450.00/mo	peak-season

Emergency on call service: \$165.00/hr



## CITY COUNCIL AGENDA STAFF REPORT

**TO:** Honorable Mayor and City Council Members

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

**BY:** Julio F. Morales, Director of Finance

**SUBJECT:** **APPROVE AGREEMENT WITH IBE DIGITAL TO PURCHASE FIREWALL APPLIANCES WITH FORTIGATE AND RELATED SERVICES**

**DATE:** May 12, 2026

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Authorize the City Manager to execute a five (5) year agreement with IBE Digital (IBE) to Firewall Appliances with Fortigate, and Unified Threat Protection (UTP) security subscription bundle, installation, and related services in the amount of \$94,871; and
2. Take such additional, related, action that may be desirable.

### **FISCAL IMPACT**

The annual renewal cost for the two (2) existing City Hall FortiGate 601E firewalls is \$21,417. Continued renewal of these units over a five (5) year period is estimated to cost \$107,086. This amount does not include a hardware refresh.

IBE proposes replacing the existing hardware with new FortiGate 201G Next-Generation Firewalls. The replacement hardware includes a bundled five (5) year Unified Threat Protection (UTP) security subscription, eliminating the need for separate annual renewals.

All-in costs, including IBE Digital's installation and configuration services (estimated to be \$5,000) and applicable sales tax (\$8,724), total \$94,871. This represents a savings of \$12,216 compared to five (5) years of 601E annual renewals at current pricing. Actual savings will be greater if renewal rates increase over time.

The table below provides a comparison of the cost to renew (Option 1) versus replacement (Option 2):

Option	Description	Year					Total
		1	2	3	4	5	
1	Renew	\$ 21,417	\$ 21,417	\$ 21,417	\$ 21,417	\$ 21,417	\$ 107,085
2	Replace (Recommended)	\$ 94,871	\$ -	\$ -	\$ -	\$ -	\$ 94,871
						<b>Estimated Savings</b>	<b>\$ 12,214</b>

**BACKGROUND**

On November 12, 2024, City Council approved Phase 1 of the initiative to modernize and upgrade the City’s IT infrastructure by authorizing a multi-year agreement with IBE Digital. On February 17, 2026, City Council approved Phase 2, which included the deployment of 16 FortiGate firewalls across all City facilities and modernization of the City’s phone and internet services. This request represents a complementary action to standardize the City’s primary network security gateway on the same current-generation platform.

A firewall is a security system, typically hardware, software, or a combination of both—that monitors and controls incoming and outgoing network traffic based on predetermined security rules. It acts as a barrier between trusted internal networks and untrusted external networks.

As it relates to the City network, a firewall is important because it:

- Protects sensitive data (like citizen records, financial information, and infrastructure controls) from unauthorized access or cyberattacks.
- Prevents malware and viruses from entering the network.
- Controls access to and from the network, allowing only authorized users and applications.
- Helps ensure compliance with regulations on data privacy and security.

Without a sufficient firewall, the City’s network would be vulnerable to attacks that could disrupt services, compromise personal data, and threaten public safety. The City’s current firewall, while it sufficient, is limited to handle future needs. As a result, transitioning to a more robust firewall solution has been proposed.

**ANALYSIS**

The City Hall campus is protected by two (2) FortiGate 601E Next-Generation Firewall appliances, which serve as the primary security perimeter for City network traffic. These units were acquired

several years ago and are now approaching end-of-support status on current FortiOS firmware versions.

The existing 601E units are currently operating under a Unified Threat Protection (UTP) subscription that is due for annual renewal by the end of May 2026. Rather than continue to invest in aging hardware through repeated subscription renewals, Staff evaluated the option to replace the units with current-generation equipment.

### **ENVIRONMENTAL**

N/A

### **DISCUSSION**

The FortiGate 601E units currently in service at City Hall are aging appliances that present increasing risks to the City's network security posture:

- **Reduced Security Coverage:** Older hardware reaches end-of-support, limiting access to critical firmware updates, vulnerability patches, and new threat intelligence feeds.
- **Degraded Performance:** SSL/TLS inspection and advanced threat detection capabilities are constrained by the processing capacity of older hardware generations.
- **Subscription Cost Escalation:** Annual UTP renewals on aging hardware continue to consume budget without improving the City's security capabilities or extending the useful life of the asset.
- **Compatibility Risk:** As the City's network infrastructure evolves – including the recently deployed SD-WAN and dual-WAN architecture across 16 City facilities – maintaining outdated perimeter hardware introduces compatibility and management overhead.

To address these concerns, it is recommended that City Council authorize the City Manager to execute an agreement with IBE to purchase new FortiGate 201G devices and related services. By upgrading to the FortiGate 201G addresses each of these concerns. Key benefits of the replacement include:

- **Current-Generation Security:** The 201G runs the latest FortiOS and supports the full suite of Fortinet Security Fabric features, including AI-powered threat detection, deep SSL inspection, and Zero Trust Network Access (ZTNA).
- **Improved Performance:** The 201G delivers significantly improved firewall and threat inspection throughput compared to the 601E, ensuring the City's perimeter security keeps pace with growing traffic demands.

- Five (5) Year Subscription Included: Hardware and three years of UTP subscription are bundled together, locking in coverage and eliminating annual renewal uncertainty through 2029.
- Seamless Integration: As a current-generation Fortinet appliance, the 201G integrates directly with FortiManager and FortiAnalyzer, supporting centralized management and security analytics across the City's entire Fortinet infrastructure.
- Long-Term Value: While the all-in replacement cost of \$67,506 exceeds the three (3) year 601E renewal cost of \$64,252 by \$3,255, the City receives new, fully supported hardware with a five (5) year lifecycle, eliminating renewal uncertainty and reducing security risk beyond Year 3.

For these reasons, Staff recommends approval of the attached agreement with IBE.

IBE Digital is an authorized Fortinet partner and cooperative purchasing member through Sourcewell, Omnia Partners, and TIPS USA, which have been incorporated into the cost proposal/agreement (Attachment A). By using these agreements, the City can bypass the typical bidding process as the proposed pricing for items and services has already been vetted. This is following *Santa Fe Springs Municipal Code Section 34.18(B)(1-3) – Purchase by Bidding Required Generally; Exceptions*.

Upon receiving the signed agreement, IBE will commence the project within thirty (30) days.

**SUMMARY/NEXT STEPS**

Staff requests that the City Council authorize the City Manager to execute an agreement with IBE Digital for the replacement of two (2) FortiGate 601E firewall appliances at City Hall with new FortiGate 201G Next-Generation Firewalls, inclusive of a three-year UTP security subscription and professional installation services, for a total amount not to exceed \$67,505.87.

Approval of this purchase will ensure the City's primary network security gateway remains on fully supported, current-generation hardware, consistent with the broader IT infrastructure modernization program approved by City Council.

**ATTACHMENT(S):**

- A. Agreement with IBE Digital

<b><u>ITEM STATUS:</u></b>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>
_____	
City Clerk/Meeting Coordinator	

Date: 4/29/2026

Principal Consultant: Colton Centala

## City Hall Firewall Upgrade

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**All information enclosed within this document is confidential and may not be disseminated to any party other than the addressee without the express, written consent of IBE Digital**



562.921.0202  
info@ibedigital.com



www.ibedigital.com



11266 Monarch St  
Garden Grove, CA

## Table of Contents

<b>1. Overview .....</b>	<b>3</b>
<b>2. Proposed Solution .....</b>	<b>3</b>
<b>3. Deliverables Review and Acceptance .....</b>	<b>4</b>
<b>4. Assumptions .....</b>	<b>4</b>
<b>5. Client Responsibilities.....</b>	<b>5</b>
<b>6. Risks and Dependencies .....</b>	<b>5</b>
<b>7. Schedule .....</b>	<b>5</b>
<b>8. Change Orders .....</b>	<b>6</b>
<b>9. Investment.....</b>	<b>6</b>
<b>10. Terms and Conditions of Service .....</b>	<b>7</b>
<b>11. Order Summary and Acceptance .....</b>	<b>8</b>



## 1. Overview

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### Background

The City of Santa Fe Springs currently operates an HA (High Availability) pair of FortiGate 601E firewalls at City Hall that have reached a point where annual support renewal costs exceed the cost of replacement. To maintain security posture, vendor support, and operational resiliency, the City intends to replace the existing platform with a new HA pair of FortiGate 201G firewalls.

### Design

The solution will be designed to provide a resilient, secure perimeter firewall architecture that aligns with current operational requirements while minimizing service disruption. The design will leverage Fortinet best practices for HA deployment, configuration migration, and lifecycle support, and will support existing network connectivity, security policies, and integrations.

## 2. Proposed Solution

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### Phase 1: Planning and Design

- Review current FortiGate 601E configuration and network topology.
- Define HA migration strategy for FortiGate 201G firewalls.
- Validate requirements, assumptions, and implementation schedule.

### Phase 2: Implementation and Migration

- Stage and configure HA pair of FortiGate 201G firewalls.
- Migrate and validate firewall policies, objects, and routing.
- Schedule and perform cutover from existing firewalls to new platform.

### Phase 3: Testing and Project Closeout

- Conduct HA failover and functional testing.
- Address post-cutover adjustments or optimizations.
- Create documentation and perform knowledge transfer.

### Project Closure

- Update the documentation with new hardware and/or services.
- Client project sign-off.

### Areas Out of Scope / Engagement Restrictions

- Applications/services not explicitly defined in the statement of work.



## 3. Deliverables Review and Acceptance

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### Review of Deliverables

Client must review any “Draft” deliverable referenced above and provide any comments or feedback regarding that draft to IBE Digital in writing within 14 days of receipt of the draft by End User. Any comment or feedback not provided to IBE Digital in writing within this time frame will be considered outside the scope of this Project. Any material change to the deliverable must be requested in writing by Client to IBE Digital upon receipt of the initial draft.

### Acceptance of Deliverables

Final versions of deliverables are deemed accepted by Client unless expressly rejected by Client in writing, detailing the basis for such rejection, within 14 days of delivery by IBE Digital. Deliverables will be deemed complete when all sites demonstrate successful primary/secondary ISP failover and SD-WAN routing as defined in the approved design.

## 4. Assumptions

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### General Project Assumptions

- Change control procedures, including change request submittal and representation, will be managed by Client with input from IBE Digital. Delays in change control requests and approval for production changes could impact project timelines.
- IBE Digital will provide subject matter experts to work on the outlined objectives. IBE Digital resources will work in the Client environment and work with Client to provide services. IBE Digital resources may require privileged security access rights to the production environments and will be responsible for production changes as required to perform outlined work.
- IBE Digital is not responsible for bugs or feature limitations. Developing custom code to address solution limitations and/or managing Fortinet support cases is out of scope.
- Product features or services not documented in this agreement are out of scope unless agreed by both Client and IBE Digital.

### Specific Project Assumptions

- Existing firewall policies and configurations are in a supportable and documented state.
- Required rack space, power, and network connectivity are available.
- FortiGate 201G hardware and subscriptions are procured prior to implementation.
- The project will be performed during agreed-upon maintenance windows.



## 5. Client Responsibilities

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- Client will provide people and/or resources necessary to enable successful completion of this project.
- Client will identify a resource that will act as the primary contact for this project. IBE Digital will communicate project status, system requirements, issues, etc. to this individual.
- Client will provide IBE Digital with remote access accounts to required resources for accessing and supporting the project.
- Client will provide IBE Digital with a reasonably suitable workspace that has network connectivity and phone sets while onsite.
- Client will provide computing resources with access to production and test systems to facilitate the needs of the project.
- Client acknowledges that IBE Digital will require information from Client in order for IBE Digital resources to be fully utilized and to perform the services in the schedule and estimated days outlined herein. Client agrees that it is responsible for ensuring that IBE Digital is provided with such information in a timely manner to avoid delay or additional costs to Client which may result.
- Provide access to current firewall configurations and network documentation.
- Procure and maintain all required hardware, licenses, and subscriptions.
- Assign appropriate technical and project contacts for coordination and approvals.
- Participate in testing, validation, and acceptance of the final solution.

## 6. Risks and Dependencies

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- Unidentified configuration dependencies or legacy rules may require additional remediation during migration.
- Cutover activities may result in temporary service disruptions if unexpected issues arise.
- Differences between FortiGate 601E and 201G platforms may require configuration adjustments.
- Timely delivery and availability of FortiGate 201G hardware and required licenses.
- Availability of City technical staff for coordination, testing, and approvals.
- Completion of prerequisite network readiness (power, cabling, interfaces, uplinks).
- Agreed-upon maintenance windows to perform migration and cutover activities.

## 7. Schedule

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Estimates are based upon IBE Digital's current understanding of the project scope, the client's readiness and timeline, minimum resource days utilized per month and past experience in executing these types of projects. Both parties acknowledge that aspects beyond IBE Digital's control may affect its ability to do so and that IBE Digital will not be penalized for any reasonable changes to the estimated schedule that may result.



Further, IBE Digital shall bear no liability or otherwise be responsible for delays in the provision of services or any portion thereof occasioned by Client failure to timely complete Client tasks or adhere to Client schedule. Client agrees that delays by Client in completion of tasks and scheduling could result in IBE Digital’s inability to utilize resource days as planned, increased resource days required to complete the project and result in additional costs to Client.

## 8. Change Orders

---

Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon and outlined in this Statement of Work. In the event of a change in scope, you will be notified prior to the billing of any additional services.

## 9. Investment

---

### Investment Breakdown

Service	
<b>Project Services</b>	<b>\$5,000.00</b>
<b>Hardware / Software</b>	<b>\$81,147.30</b>
Please Refer to provided Quote for more detail	
Sales Tax	\$8,723.33
<b>Total Project Investment</b>	<b>\$94,870.63</b>

*All prices are exclusive of any applicable sales or use taxes, and shipping costs.*

*Sourcewell Contract # 112124-KON*

*NCPA 01-170*



## 10. Terms and Conditions of Service

---

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. IBE Digital may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law.

2. **Limited Warranty:** (a) IBE Digital warrants for a period of thirty (30) days following delivery (the “Warranty Period”) that all services shall be performed in a professional manner in accordance with generally applicable industry standards. IBE Digital sole liability (and Client’s exclusive remedy) for any breach of this warranty shall be for IBE Digital to re-perform any deficient services, or, if IBE Digital is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. IBE Digital shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. (b) THIS SECTION 2 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY IBE DIGITAL. IBE MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY IBE DIGITAL HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER’S WARRANTY.

3. **COMPENSATION FOR HIRING OTHER PARTY’S EMPLOYEES:** During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee’s termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of One Hundred Thousand Dollars (\$100,000).

4. **LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IBE DIGITAL SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IBE DIGITAL’S AND ITS SUBCONTRACTOR’S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO IBE DIGITAL FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.



5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a “Receiving Party”) from the disclosing party (as a “Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential

## 11. Order Summary and Acceptance

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By executing this Statement of Work, City of Santa Fe Springs agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

---

### City of Santa Fe Springs

Signature:

Name:

Title:

Date:

---

### IBE Digital

Signature:

Name:

Title:

Date:

---

