



AGENDA

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

**May 3, 2022
6:00 P.M.**

***Juanita Martin, Councilmember
John M. Mora, Councilmember
Jay Sarno, Councilmember
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Mayor***

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public Comment: *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, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.*

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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.*

Please Note: *Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.*

1. **CALL TO ORDER**

2. **ROLL CALL**

Juanita Martin, Councilmember
John M. Mora, Councilmember
Jay Sarno, Councilmember
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENTS** *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.*

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the April 5, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the April 5, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

8. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

a. Minutes of the April 5, 2022 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9781:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9782:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. A Resolution of the City Council Temporarily Suspending a Requirement under Municipal Code Section 93.23 for Issuance of a Fireworks Permit Due to Special Circumstances (City Manager)

Recommendation:

- Adopt Resolution No. 9784:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS TEMPORARILY SUSPENDING A REQUIREMENT UNDER SECTION 93.23 OF THE SANTA FE SPRINGS MUNICIPAL CODE FOR ISSUANCE OF A FIREWORKS PERMIT DUE TO SPECIAL.

- e. Second Reading of Ordinance No. 1122 (Planning)

An Ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.243 (Conditional Uses) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code to allow as a conditional use water-pumping and treatment plants within the M-2, Heavy Manufacturing, Zone.

Recommendation:

- Read title only, waive further reading, and adopt Ordinance No. 1122: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTION 155.243 (CONDITIONAL USES) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO WATER-PUMPING AND TREATMENT PLANTS WITHIN THE M-2, HEAVY MANUFACTURING, ZONE.

- f. Update on Request from Council on Excused Absences (City Clerk)

Recommendation:

- Rescind original direction given to staff on March 15th and leave current members of advisory committees as is.

- g. Amendment Number Two to the Exclusive Negotiation Agreement with Westland Industries, Inc. to Extend the Negotiation Period (Planning)

Recommendation:

- Approve Amendment Number Two to the Exclusive Negotiation Agreement to extend the Negotiating Period for an additional 180 days, through November 17, 2022.
- Authorize the Mayor or designee to execute Amendment Number Two.

- h. Santa Fe Springs Park – Parking Lot Improvements – Award of Contract (Public Works)

Recommendation:

- Appropriate an additional \$337,250.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Santa Fe Springs Park Parking Lot Improvements (PW 200101);
- Accept the bids; and
- Award a contract to E.C. Construction Company of South El Monte, in the amount of \$580,938.50.

- i. Community Project Funding for Fiscal Year 2023 – Water Well No. 12 Assessment and Treatment (Public Works)

Recommendation:

- Adopt Resolution No. 9783 to ratify staff’s submittal of a grant application package for the Water Well No. 12 Assessment and Treatment Project.

NEW BUSINESS

9. Request for Out-of-State Travel for the Director of Planning and Assistant Director of Planning to attend the 2022 International Council of Shopping Centers (ICSC) exhibition and conference in Las Vegas, Nevada (Planning)

Recommendation:

- Approve out-of-state travel for the Director of Planning and the Assistant Director of Planning to attend the 2022 ICSC exhibition and conference in Las Vegas, Nevada from May 22, 2022 through May 24, 2022.

10. Approval of Agreement between the City of Santa Fe Springs and the California State University of Long Beach Student Intern Program (Community Services)

Recommendation:

- Approve the California State University Long Beach Student Fieldwork Placement Agreement.
- Authorize the Mayor to execute and sign the California State University Long Beach Student Fieldwork Placement Agreement.

11. Adoption of Resolution No. 9780 – Authorizing the City Manager to Accept the California State Library Inspiration Grant for the TechLab for Seniors (Community Services)

Recommendation:

- Adopt Resolution No. 9780:
A Resolution of the City Council of the City of Santa Fe Springs, California

authorizing the City Manager to accept the California State Library Inspiration Grant for the Techlab for seniors.

12. Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Award of Contract (Public Works)

Recommendation:

- Open hearing.
- Reject the bid from Dash Construction Co. Inc. as non-responsive and not responsible;
- Accept the bids; and
- Award a contract to R.J. Noble of Orange, California, in the amount of \$714,619.00.

13. PRESENTATIONS

- a. Proclamation – Proclaiming May 15, 2022 as “Santa Fe Springs History Day” (Community Services)
- b. Proclamation – Proclaiming May 15 -21, 2022 as “National Police Week” (Police Services)
- c. Every 15 Minutes Program – Santa Fe High School (Police Services)

14. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

16. COUNCIL COMMENTS

17. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City’s website at www.santafesprings.org; 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, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

April 28, 2022
Date Posted

**FOR ITEM NO. 6
PLEASE SEE ITEM NO. 8A**

**FOR ITEM NO. 7
PLEASE SEE ITEM NO. 8A**



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8A

May 3, 2022

CONSENT AGENDA

Minutes of the April 5, 2022 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of April 5, 2022

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. April 5, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

April 5, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **INVOCATION**

Mayor Pro Tem Zamora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Joseph Goodwin led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

The following people spoke during Public Comments: Jeff Hopkins and Francis Carbajal.

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the March 1, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Trujillo, to approve the minutes as submitted, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodríguez

Nays: None

Absent: None

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

- a. Minutes of the March 1, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodríguez

Nays: None

Absent: None

CITY COUNCIL

8. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

- a. Minutes of the March 1, 2022 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9775:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9776:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Town Center Plaza Parking Lot Improvements Project – Final Payment (Public Works)

Recommendation:

- Approve the final payment to Los Angeles Engineering, Inc. of Covina, California, in the amount of \$21,813.90 (Less 5% Retention) for the subject project.

- e. Paratransit User Subsidy Program Management Agreement between the Cities of Santa Fe Springs and Norwalk – Approval of Agreement (Public Works)

Recommendation:

- Approve the Management Agreement between the Cities of Santa Fe Springs and Norwalk; and
- Authorize the City Manager to execute the agreement with the City of Norwalk

for a period of five years.

f. Authorize the Purchase of a 3-year Support Agreement, Providing Web Security, Email Protection and Archival Services (Finance)

Recommendation:

- Authorize the purchase of a 3-year support agreement from GovConnection, Inc. providing web security, email protection, and archival services by piggybacking off of the Region 4 Education Service Center Contract #R210402.
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$43,578.93.

It was moved by Mayor Pro Tem Zamora, seconded by Council Member Trujillo, to approve Item Nos. 8A through 8F, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodriguez

Nays: None

Absent: None

PUBLIC HEARING

9. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program) (Planning)

Recommendation:

- Consider the information presented in this report, including all of the attachments, which collectively provide the necessary background and context; and
- Open the Public Hearing and receive any comments from the public regarding this appeal matter and, thereafter, close the Public Hearing; and
- Deny the appeal by Supporters Alliance for Environmental Responsibility
- Adopt Resolution No. 9774
 - a. Adopting the Initial Study/Mitigated Negative Declaration with Traffic Study (MND) which shows that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment that cannot be mitigated and Mitigation Monitoring and Reporting Program (MMRP); and
 - b. Approving Development Plan Approval Case No. 980, subject to the conditions of approval as contained within Resolution No.190-2021.

Associate Planner, Vince Velasco provided a brief presentation on Item No. 9.

Mark Blodgett, principal for Environmental planning provided additional information.

Sheri Blossom, legal counsel for applicant provided a brief comment.

Amalia Bowley Fuentes from Lozeau Drury, LLC provided a comment on the item.

Mayor Rodriguez opened the public hearing at 6:23 p.m.

Mayor Rodriguez closed the public hearing at 6:31 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Council Member Trujillo, to deny the appeal by Supporters Alliance for Environmental Responsibility and adopt Resolution No. 9774, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodriguez

Nays: None

Absent: None

NEW BUSINESS

10. Police Services Center Carpet Replacement Project – Authorize the purchase of Milliken Carpet and Installation/Site Work Services by piggybacking off Omnia Partners Contract Number 2020002150 (Public Works)

Recommendation:

- Authorize the Director of Purchasing to issue a purchase order in the amount of \$61,343.88 for the carpet replacement and installation/site work services utilizing the Omnia Partners Contract Number 2020002150.

Director of Public Works, Noe Negrete and Assistant Director of Police Services, Michelle Norwood provided a presentation on Item No. 10.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Zamora, to authorize the Director of Purchasing to issue a purchase order in the amount of \$61,343.88 for the carpet replacement and installation/site work services utilizing the Omnia Partners Contract Number 2020002150, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodriguez

Nays: None

Absent: None

11. Authorize the Purchase of One (1) Cut-Away Bus by Piggybacking off the California Association for Coordinated Transportation (CALACT) Morongo Basin Transit Authority (MBTA) Vehicle Purchasing Cooperative Contract No. 20-01 AZ (Finance)

Recommendation:

- Authorize the purchase of (1) New Ford E-450 Cut-Away Bus from A-Z Bus Sales by piggybacking off of CALACT/MBTA cooperative contract No. 20-01 AZ
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$97,749.26.

Director of Purchasing, Paul Martinez provided a presentation on Item No. 11.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Trujillo, to authorize the purchase of (1) New Ford E-450 Cut-Away Bus from A-Z Bus Sales by piggybacking off of CALACT/MBTA cooperative contract No. 20-01 AZ and authorize the Director of Purchasing to issue a purchase order in the amount of \$97,749.26, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodriguez

Nays: None

Absent: None

12. Adoption of Resolution No. 9773 Dissolving the Sister City Advisory Committee (Community Services)

Recommendation:

- Adopt Resolution No. 9773 dissolving the Sister City Advisory Committee.

Parks and Recreation Services Manager, Gus Hernandez provided a presentation on Item No. 12.

Council Member Trujillo inquired whether the City of Norwalk responded to the survey on Sister City. She also inquired whether the City's Fire-Rescue Department can continue to donate to Sister City Navajoa,

Mr. Hernandez stated that Norwalk responded, confirming they also align with other City's responses. He added that the City will be able to continue donating items to Navajoa.

Council Member Mora inquired whether there are any ramifications. Mr. Hernandez stated there were not any legal ramifications.

Council Member Sarno asked Sister City Advisory Committee member Francis Carbajal how much time was needed to complete the process of separating the committee from the City.

Ms. Carbajal responded and stated that the committee will require until the end of the year since the committee only meets once a month. She also stated that the time will allow the committee to hire legal counsel, and take care of other pending items.

Council Member Sarno emphasized that by separating the committee from the City, it will provide the committee the flexibility to establish its own by-laws and meet as many times as needed.

Mayor Pro Tem Zamora acknowledged the commitment Ms. Carbajal has to the committee, and stated that the committee will have more time to focus on the committee once the committee separates from the City.

Council Member Trujillo spoke about the time that the City had to step in on behalf of the Committee to provide funds, medical equipment, and assistance to Navajoa since the Sister City Committee did not want to release funds to purchase needed medical equipment. She emphasized that separating the committee from the City will give an opportunity to have the committee stand on its own without fully relying on the City.

Mayor Rodriguez noted that the committee will be able to run the committee without the City. She also stated that the committee members have experience running other non-profit committees and that experience will assist them in moving forward with the process of having the committee stand on its own.

Discussion ensued amongst Council.

Peggy Radoumis, Sister City Committee member also spoke about the committee. She provided further information on the status of the accounts for the Sister City Committee.

City Attorney, Ivy M. Tsai requested for Council to clarify the direction given to the City Manager and amend the recommendation to include the committee to be dissolved in three (3) months rather than immediately.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Zamora, to adopt Resolution No. 9773 dissolving the Sister City Advisory Committee in three (3) months and direct staff to be available to assist advisory committee members on any inquiries they might still have during the transition, by the following vote:

Ayes: Mora, Sarno, Trujillo, Zamora, Rodriguez
Nays: None
Absent: None

13. PRESENTATIONS

- a. Proclamation – Proclaiming April as Donate Life Month
- b. Recognition of 5K Fun Run Sponsors

14. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke in regards the City Council Goal Workshop. He stated that the five strategic goals included: invest in upgrade Wi-Fi at all cities and underserved neighborhoods; make improvements to city hall building and parking lot; provide a kiosk at city hall for bill payments and citizen; prepare economic attraction plan; consider truck/bay parking tax for 2022 election; establish alternative and more reliable water resource services for potential cost savings.
- Director of Public Works, Noe Negrete provided a brief update on the Clark Estate carpet replacement project. He also spoke about the fruit tree giveaway.
- Director of Planning, Wayne Morrell did not have a report.
- Director of Police Services, Dino Torres provided a brief presentation on Autism Awareness Month. He noted that the Police Services Department is supporting this cause by wearing the autism badges. He also reminded everyone on the Every 15 Minutes Simulated Crash Scene and the Mock Funeral Assembly that is scheduled for the first week of April.
- Fire Chief, Brent Hayward spoke in regards to the Fire Department assisting Ukraine.
- Senior Budget Analyst, Alvaro Castellon provided a brief update on the deferred compensation. He noted that the city is no partnered with Mission Square former ICMA. Last, he spoke about having the first Summer Hiring expo last Saturday, which was promoted for several weeks. Human Resources (HR) staff attended Santa Fe springs high school. He noted there were 62 that were interviewed and HR made an offer to 34 candidates.
- Parks and Recreation Services Manager, Gus Hernandez spoke about the “Chalk it Out” event that took place on Saturday, April 2, 2022.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Pro Tem Zamora appointed Jimmy Mendoza to Parks and Recreation Advisory Committee.

16. COUNCIL COMMENTS

Councilmember Mora acknowledged the work that was accomplished by the Finance department. He also expressed that the City will continue to support the Sister City Committee even after it is its own entity. He also spoke about the “Chalk it Out” event. Last, he spoke about Planning Commission Ken Arnold’s passing.

Councilmember Sarno requested the status on Lakeview Park, since complaints are being received about the park being closed. He also requested to receive a status on the playgrounds at the next council meeting. He spoke about yesterday’s Chamber of Commerce Golf Tournament and the “Chalk it Out” event. He acknowledged the talent that the staff and kids have today. Lastly, he spoke about Ken Arnold and expressed how he has been one of the model residents in the City and noted that the City lost a great person.

Councilmember Trujillo spoke about the Sister City Committee and noted that these are the times that Council needs to make tough decisions, but they need to be done. She also spoke about the Chamber of Commerce Golf Tournament and was happy to see everyone together after COVID. She noted that Ken Arnold will be missed as he was very involved and was a person that people looked up to in the City. She also spoke about attending this weekend’s ICMA conference and noted that each one she attended discussed different cities and somehow they share very similar issues.

Mayor Pro Tem Zamora spoke about attending the ICMA conference; he noted that he also heard about homeless individuals receiving monetary assistance. He stated that many speakers were part of the group of homeless people that lived in the streets of San Francisco, he noted how these individuals were able to provide their perspective. He also acknowledged Ruth Covington for recognizing Donate Life and Dino Torres for talking about the Autism event. He also spoke about the “Chalk it Out” event, acknowledged staff. Lastly, he expressed his condolences for the passing of Ken Arnold.

Mayor Rodriguez attended the ICMA conference and spoke about the educational courses that were presented to the elected officials. She also spoke about attending the Chamber of Commerce Golf Tournament. She acknowledged the Fire-Rescue Department for helping Ukraine. She thanked staff for their hard work and spoke about Sister City Committee, she stated that the City will continue to support the committee. Lastly, she expressed her condolences for the passing of Ken Arnold.

17. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to California Government Code Section 54956.8)

Property: APN No. 8009-007-930 (southwest of Telegraph Road and Norwalk Blvd.)

Agency negotiator: City Manager, Planning Director

Negotiating parties: Westland Real Estate Group

Under negotiation: Price and terms

18. CLOSED SESSION

PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

19. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai informed that no reportable action was taken.

20. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 9:20 p.m. in memory of Ken Arnold.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

April 5, 2022

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9781:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline. Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level. The health order also states that the highly transmissible Omicron BA.2 subvariant is currently the dominant variant in the County.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

Raymond R. Cruz
City Manager

Attachment: Resolution No. 9781

RESOLUTION NO. 9781

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline; and

WHEREAS, Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level; and

WHEREAS, the health order also states that the highly transmissible Omicron

BA.2 subvariant is currently the dominant variant in the County; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 5th day of April, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9782:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

May 3, 2022

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9782

RESOLUTION NO. 9782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on March 23, 2022, which states that Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County continue to be at a Substantial level; and

WHEREAS, the health order also states that while the Omicron BA.1 variant is currently the dominant variant in the County, there is a gradual increase in the BA.2 subvariant, which is highly transmissible; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in

Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 3rd day of May, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

A Resolution of the City Council Temporarily Suspending a Requirement under Municipal Code Section 93.23 for Issuance of a Fireworks Permit Due to Special Circumstances (City Manager)

RECOMMENDATION(S)

- Adopt Resolution No. 9784:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS TEMPORARILY SUSPENDING A REQUIREMENT UNDER SECTION 93.23 OF THE SANTA FE SPRINGS MUNICIPAL CODE FOR ISSUANCE OF A FIREWORKS PERMIT DUE TO SPECIAL CIRCUMSTANCES

BACKGROUND

Staff is bringing this item forward for the City Council's consideration to suspend for this year a requirement of Section 93.23 of the Santa Fe Springs Municipal Code that an organization must have at least 40% of its membership composed of residents of the City to be granted a fireworks permit. This year, only two permit applications were received, and applicant Florence Avenue Foursquare Church does not currently meet the criteria of at least 40% of its membership being composed of residents of the City.

Florence Avenue Foursquare Church has participated in the City's Fireworks Stand Program in recent years and has successfully met every requirement in the past. Florence Avenue Foursquare Church works collaboratively with the City and provides important services to the community, including a food pantry.

Due to the impact of the COVID-19 pandemic, many community organizations within the City have experienced a decline in their memberships. Due to these special circumstances, staff supports waiving the membership criteria for Florence Avenue Foursquare Church to be able to participate in the Fireworks Stand Program this year.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

Resolution No. 9784

RESOLUTION NO. 9784

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS TEMPORARILY SUSPENDING A REQUIREMENT UNDER SECTION 93.23 OF THE SANTA FE SPRINGS MUNICIPAL CODE FOR ISSUANCE OF A FIREWORKS PERMIT DUE TO SPECIAL CIRCUMSTANCES

WHEREAS, Section 93.23 of the Santa Fe Springs Municipal Code that an organization must have at least 40% of its membership composed of residents of the City to be granted a fireworks stand permit; and

WHEREAS, Florence Avenue Foursquare Church has applied for a fireworks permit this year and currently does not meet the membership requirement; and

WHEREAS, Florence Avenue Foursquare Church has participated in the City's Fireworks Stand Program in recent years and has successfully met every requirement in the past; and

WHEREAS, Florence Avenue Foursquare Church works collaboratively with the City and provides important services to the community, including a food pantry; and

WHEREAS, due to the impact of the COVID-19 pandemic, many community organizations within the City have experienced a decline in their memberships.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that the requirement under Section 93.23 of the Santa Fe Springs Municipal Code that an organization must have at least 40% of its membership composed of residents of the City to be granted a fireworks stand permit is temporarily suspended for this year.

APPROVED and ADOPTED this 3rd day of May, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

Second Reading of Ordinance No. 1122

An Ordinance of the City Council of the City of Santa Fe Springs, amending Section 155.243 (Conditional Uses) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code to allow as a conditional use water-pumping and treatment plants within the M-2, Heavy Manufacturing, Zone.

RECOMMENDATION:

- Read title only, waive further reading, and adopt Ordinance No. 1122: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTION 155.243 (CONDITIONAL USES) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO WATER-PUMPING AND TREATMENT PLANTS WITHIN THE M-2, HEAVY MANUFACTURING, ZONE.

BACKGROUND

On April 19, 2022, the City Council had its first reading to introduce Ordinance No. 1122, to effectuate the proposed amendments to the text of the City's Zoning Ordinance and add water-pumping and treatment plants as a Conditional Use in the M-2, Heavy Manufacturing, zone. The City Council also found that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt. The Ordinance is before the City Council for its second reading.

A handwritten signature in blue ink, appearing to read 'Raymond R. Cruz'.

Raymond R. Cruz
City Manager

Attachments:

1. Ordinance No. 1122

Attachment 1
Ordinance No. 1122

ORDINANCE NO. 1122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, AMENDING SECTION 155.243 (CONDITIONAL USES) WITHIN CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO WATER-PUMPING AND TREATMENT PLANTS WITHIN THE M-2, HEAVY MANUFACTURING, ZONE.

WHEREAS, the City of Santa Fe Springs initiated an amendment to the City's Zoning Ordinance to allow for water-pumping and treatment plants in the M-2 zone; and

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendment to the text of the City's Zoning Ordinance with the intention of amending Section 155.243, of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code relating to water-pumping and treatment plants; and

WHEREAS, after study and deliberations by the Department of Planning and Development, the City, with the assistance from the City Attorney, has prepared for adoption this amendment to the text of the City's Zoning Ordinance; and

WHEREAS, the proposed Zoning Text Amendment is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, on February 11, 2022 and April 7, 2022 the City of Santa Fe Springs Department of Planning and Development published legal notices in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearings, and also posted the notices in the Santa Fe Springs City Hall window, the City's Town Center kiosk, and the City's Library; and

WHEREAS, on April 19, 2022, the City of Santa Fe Springs City Council reviewed and considered the written and oral staff report, the testimony, written comments, and other materials presented at the public hearing; and

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

Section 1: Section 155.243 (Conditional Uses) within Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to add subsection (J)(27) so that the subsection reads as follows:

§ 155.243 CONDITIONAL USES.

The following uses shall be permitted the M-2 Zone only after a valid conditional use permit has been first issued.

(J) Also the following:

(27) Water-pumping and treatment plants.

Section 2: Repeal of Inconsistent Sections. Any provision of the Santa Fe Springs Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3: Environmental Review. The City Council hereby finds that pursuant to Section 15061(b)(3) (Activities Covered by General Rule) of the California Environmental Quality Act (CEQA), the project is covered by the common sense exemption that CEQA only applies to projects which have the potential for causing a significant effect on the environment and an activity is not subject to CEQA when it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The proposed Zoning Text Amendment does not approve any development project. Rather, it clarifies the requirements related to the establishment of water-pumping and treatment plants. Future development of any water-pumping and treatment plants would be required to undergo CEQA review at the time such a development was proposed.

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

Section 5: Attestation. The Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance. The City Clerk 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. The Ordinance shall become effective 30 days from its adoption.

Except as amended above, all other provisions of the Zoning Ordinance in the City Code shall remain in full force and effect.

PASSED and ADOPTED this 3rd day of May, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

May 3, 2022

CONSENT AGENDA

Update on Request from Council on Excused Absences

RECOMMENDATION(S)

- Rescind original direction given to staff on March 15th and leave current members of advisory committees as is.

BACKGROUND

On March 15, 2022 City Council directed staff to prepare a report to excuse advisory committee members that were not able to login to teleconference (Zoom) meetings due to technical difficulties, starting from 2020. Additional direction was given to reinstate any members that were removed due to accruing three absences as a result of not being able to join the zoom meetings due to having technical difficulties.

After reviewing correspondence it was difficult to determine which members were removed or absent due to technical difficulties. In addition, some of the seats that these members were a part of have been filled newly appointed members. Therefore, if some of these members are reinstated, other members that replaced these seats would be forced to resign from their seats.

Staff is recommending to rescind the original direction given on March 15th to avoid having current members vacate their seats due to insufficient vacancies.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

None



CONSENT AGENDA

Amendment Number Two to the Exclusive Negotiation Agreement with Westland Industries, Inc. to Extend the Negotiation Period

RECOMMENDATIONS:

- Approve Amendment Number Two to the Exclusive Negotiation Agreement to extend the Negotiating Period for an additional 180 days, through November 17, 2022.
- Authorize the Mayor or designee to execute Amendment Number Two.

BACKGROUND

On June 25, 2020, the City and developer Westland Industries, Inc., doing business as Westland Real Estate Group, entered into an Exclusive Negotiation Agreement for the development of certain real property owned by the City and identified as APN # 8009-007-930 and commonly referred to as Parcel 1 of the Sculpture Garden, generally located at the southwest corner of Norwalk Boulevard and Telegraph Road. The Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021. The Agreement was then extended under Section 700 of the Agreement for one hundred twenty (120) days to November 17, 2021.

At the City Council meeting of October 19, 2021, the City Council approved Amendment Number One to the ENA for an additional 180 days to May 17, 2022. The purpose of the extension was to give the City additional time to complete certain tasks necessary to transition from the exclusive negotiation agreement to either a purchase and sales agreement or a development agreement or both. The purchase and sales agreement would be for the sale of the property and the development agreement would ensure that the City's vision for the development of the property is materialized. The tasks were, but not limited to:

- Hiring an engineering firm for a Tentative Parcel Map to create a separate parcel for the proposed development
- Obtaining a Restricted Appraisal report of the parcel created by the Tentative Parcel Map
- Hiring a consultant to provide estimates to abandon the two oil and gas wells to current standards, if required by The California Geologic Energy Management Division (CalGem), formerly the Division of Oil, Gas, and Geothermal Resources (DOGGR).
- Hiring a consultant to conduct a Phase I and Phase II site assessment
- Refinement of the initial site plan submitted by the developer
- Refinement of the development proposal to include a possible rooftop restaurant; vibrant and inviting landscaping; decorative lighting that provides a sense of security;

signage that provides a sense of identity, a place for information and that is also iconic, various art artwork and also a selfie spot.

A Phase I and Limited Phase II Site Assessment was recently completed and reviewed by the City's environmental consultant. Of the aforementioned tasks, this was the last task required to be completed before meeting with the developer to discuss the City's vision for the development of the property and to transition from the ENA to a purchase and sales agreement and/or development agreement.

Staff is requesting that the City Council approve Amendment Number Two to the ENA, which would extend the ENA for an additional 180 days to November 17, 2022, to allow for time to meet with the developer to start negotiating the terms of the purchase and sales agreement and/or the development agreement.

LEGAL REVIEW

The City Attorney's office has reviewed the Amendment.

FISCAL IMPACT

The Amendment would have no impact on the general fund. Successful negotiations culminating in a purchase and sales agreement and/or a development agreement would, however, result in proceeds from the sale going to the General Funds.



Raymond R. Cruz
City Manager

Attachment(s):

1. Amendment Number Two
2. Exclusive Negotiation Agreement

**AMENDMENT NUMBER TWO
TO EXCLUSIVE NEGOTIATION AGREEMENT
(Westland Industries, Inc.)**

This Amendment Number Two (the "Amendment") to the Exclusive Negotiation Agreement (the "Agreement") is entered into by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (the "City") and WESTLAND INDUSTRIES, INC., a California corporation dba Westland Real Estate Group ("Developer"). The City and Developer are sometimes referred to collectively as the "Parties."

Recitals

WHEREAS, the City and Developer entered into the Agreement on June 25, 2020, for the development of certain real property owned by the City and identified as APN # 8009-007-930; and

WHEREAS, the Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021; and

WHEREAS, the Parties exercised their right under Section 700 of the Agreement to extend the Negotiation Period for one hundred twenty (120) days to November 17, 2021; and

WHEREAS, the Parties entered into Amendment Number One to the Agreement to extend the Negotiation Period of the Agreement to May 17, 2022; and

WHEREAS, the Parties desire to extend the Negotiation Period of the Agreement for 180 days to November 17, 2022.

NOW, THEREFORE, the Parties agree as follows:

1. The Negotiation Period of the Agreement is extended through November 17, 2022.
2. Except as set forth in this Amendment, all provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

WESTLAND INDUSTRIES, INC.

CITY OF SANTA FE SPRINGS

Yanki Greenspan, President

Annette Rodriguez, Mayor

Date: _____

Date: _____

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVAL AS TO FORM:

Ivy M. Tsai, City Attorney

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement" or "ENA") is made as of this June 25, 2020, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Westland Real Estate Group, A California Limited Liability Company ("Developer). The City, and Developer are sometimes referred to individually herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. The City is the owner of certain real property identified as APN # 8009-007-930, constituting ± 4.02 acres (gross), located within the City limits and more particularly described in Exhibit "A" ("the Property").

B. The City received a development proposal from Developer for development of the Property. The Property was part of a larger parcel, commonly referred to as the Sculpture Garden, which was subdivided under Parcel Map No. 82014, which created two parcels: Parcel 1 of ± 5.059 acres (gross) and Parcel 2 of 1.074 acres (gross).

C. Negotiation and potential sale of the Property to Developer is consistent with the City's objectives to redevelop and revitalize underutilized sites in the City.

D. Developer desires to negotiate a Disposition and Development Agreement (DDA) or a Purchase and Sales Agreement (PSA) with the City, to acquire and then develop the Property as a commercial space (the "Project").

NOW, THEREFORE, CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

(§ 100) Incorporation of Recitals

The Recitals of fact set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement, in their entirety, by this reference.

(§ 101) Negotiation

(§102) Good Faith Negotiations

The City and Developer agree, for the period set forth below, to negotiate in good faith to prepare a DDA/PSA to be entered into between the Parties concerning the disposition and redevelopment of the Property to establish the Project thereon and, in doing so, shall comply with the Schedule of Performance attached hereto as Exhibit "B". The City Attorney will draft the DDA/PSA based on terms agreed upon by the City and the Developer at the conclusion of negotiations.

During the term of this Agreement, or any extension thereof, City agrees that they shall not negotiate with any other person or entity for the acquisition or development of the Property. The term "negotiate" as used herein shall be deemed to preclude the City from accepting development proposals from persons or entities other than Developer, or discussing with persons or entities other than Developer, development plans for the Property which might be

acceptable to City. However, the City shall not be precluded from furnishing to other persons or entities unrelated to Developer information in the possession of the City related to the plan for the area, the implementation of which is within City's purview to administer. City may also furnish any other information in the possession of the City, which the City would normally furnish to persons requesting information from the City concerning its activities, goals, and matters of a similar nature.

(§ 103) **Negotiation Period**

The City and Developer hereby establish a negotiating period commencing on the date of this Agreement and continuing for an initial period of two hundred seventy days (270) days (the "Initial Negotiation Period"). If, at the expiration of the Initial Negotiation Period, Developer is not willing to negotiate the terms of a DDA/PSA, then this Agreement will terminate. If at the expiration of the Initial Negotiation Period, Developer and City are willing to negotiate the terms of the DDA/PSA and Developer provides to the City documents evidencing, to the City Manger's sole satisfaction, Developer's good faith prosecution of reasonable due diligence during the Initial Negotiation Period, the Initial Negotiation Period will automatically be extended for an additional period of one hundred twenty (120) days (the "Extended Negotiation Period" and, collectively with the Initial Negotiation Period, the "Negotiation Period"). If at the expiration of the Extended Negotiation Period, Developer and City have failed to agree on the terms of the DDA/PSA, this Agreement shall terminate unless extended pursuant to Section 700 hereof. A Schedule of Performance which sets forth the timing of the Parties' obligations under this Agreement is attached hereto as Exhibit "B". Upon the occurrence of a default by the Developer not cured within the time provided in Section 300 below, City shall have the right, after providing Developer with ten (10) days' written notice, to terminate this Agreement. In the event of termination, pursuant to this Section 102, neither Party shall have further rights against or liability to the other under this Agreement.

(§200) **Consideration**

The consideration to be exchanged for execution of this DDA/ENA shall be \$10,000.00 paid to the City and referred to hereinafter as the ("earnest money deposit") payable via cashier's check or, in the City Manager's sole discretion, via some other commercially reasonable method, which shall be considered an earnest money deposit deposited upon open of escrow. The earnest money deposit shall be paid immediately upon execution of this Agreement and held by City, on behalf of the City, until such time as the Parties either execute a DDA/PSA and escrow is opened or this Agreement expires. In event of expiration or termination of this Agreement, the earnest money shall be refunded to Developer. In the event of execution of a DDA, the earnest money deposit shall be deposited into the appropriate escrow and applied against the purchase price of the Property. Developer understands and agrees and waives any claim to interest generated by the earnest money deposit held by City during the term of this Agreement.

(§300) **Developer's Responsibilities**

(§ 301) **Disclosure and Approval**

No less than 60 days prior to the close of escrow, Developer will provide information to the City regarding the identities of its principals and officers.

(§ 302) **Method of Financing**

No less than 60 days prior to the close of escrow, Developer shall provide the City with proof of sufficient funds available to acquire the City Property and complete construction of the Project.

No less than 60 days prior to the close of escrow, Developer or its capital partner shall provide adequate assurance that funds sufficient to complete construction are available for use within the United States and that said funds are irrevocably committed to complete construction. Alternatively, Developer or its capital partner shall provide a letter of credit, completion bond or similar assurance that is acceptable to the City.

The City agrees to consider all financial information submitted as confidential and further agrees to refrain from releasing information provided by Developer pursuant to this Agreement unless: (1) City Attorney determines, after reasonable consultation with the Developer's counsel, that the release of the information is required by the California Public Records Act or other applicable statutes, (2) a court orders the release of the information or (3) as otherwise required by law.

(§ 400) **Proposed Development**

(§ 401) **Comprehensive Development Plans**

Developer shall provide comprehensive development plans for implementation of development of the Project. Such development plans must comply with all applicable laws, rules and regulations of City and all other government entities having jurisdiction over the Property.

(§ 402) **Developer's Studies and Reports**

Developer shall agree to make oral progress reports and written reports from time to time as requested by City, advising City on all matters and all studies being made. If the negotiations do not result in a DDA/PSA, Developer shall promptly deliver to the City copies of all non-privileged (i.e., not subject to the attorney-client privilege or the attorney work-product privilege) studies and reports in Developer's possession specifically for this proposed Project. Notwithstanding the forgoing, Developer agrees to provide the City with, and authorize future use of any ALTA Land Survey and ASTM Phase 1 or Phase 2 investigations performed on the Property. The Developer shall indemnify and hold harmless the City from any loss, cost, or damage (including, without limitation, reasonable attorney's fees) arising out of any entry on the City Property by Developer, its agents or its representatives.

(§ 403) **Cooperation and Additional Information**

Developer Cooperation

Developer shall generally cooperate with the City and shall supply such other documents and information as may be reasonably requested in writing by the City.

(§ 500) **Event of Default**

The failure of Developer or City to reasonably and timely comply with its obligations under this Agreement, if not due to circumstances beyond the reasonable control of Developer or City, as the case may be, shall be considered a default hereunder. Prior to exercising any remedies hereunder for the default of this Agreement, the Party asserting a default shall provide written notice to the other Party describing the alleged default, and such Party shall have thirty (30) days to cure such default.

(§ 600) **The City' Responsibilities**

(§ 601) **City' Assistance and Cooperation**

The City shall cooperate in good faith in providing Developer with appropriate information and assistance Developer may reasonably require toward the preparation of necessary plans and drawings for the proposed Project, and toward the securing of any permits that may be required from the City or the County of Los Angeles. Nothing herein stated shall constitute the granting of any land use or other approval required for the proposed development on the Property, and shall not constitute a guarantee of the outcome of any application filed by the Developer with the City.

(§ 602) **Compliance with State and Local Law**

If negotiations culminate in a DDA/PSA mutually agreeable to the Parties, such agreement shall not become effective until all state (including but not limited to Government Code Sections 54220 through 54233) and local requirements for the sale of the Property have been complied with and approved by the City Council and any other applicable legislative hearings required by law.

(§ 603) **Fees, Costs & Expenses**

City shall not be liable for any real estate commission or brokerage fees which may arise from this transaction. The Developer is responsible for all costs and expenses of providing documents and studies necessary to complete the DDA/PSA, and any fees or charges incurred securing permits and any other necessary approvals.

(§ 604) **No Predetermination of City Discretion**

The Parties agree and acknowledge that, while this Agreement provides that the Parties shall negotiate in good faith, this Agreement does not obligate either the City or the Developer to enter into a DDA/PSA or other instrument for development of the Project, and approval of a DDA/PSA or other instrument for development of the Project shall require the approval of both Parties, with the City Council giving its approval, if at all, only after consideration of the DDA or other instrument for development of the Project at a regular meeting of the City Council following all other proceedings required by law.

(§700) **Extension**

The Negotiation Period may be extended by the mutual written consent of the Parties for up to one (1) additional period of one hundred twenty (120) days. The City Manager, or designee may grant such extension upon receipt of an extension request and a report from Developer indicating in specific terms the efforts of Developer to date and the anticipated steps to be undertaken in the extension period for completion of the negotiation of the DDA/PSA. To the extent that such efforts are reasonably determined by the City to be consistent with the requirements of this Agreement, the City shall grant such extension request. Granting of an extension is expressly conditioned upon Developer providing to the City manager written documentation of all Developer's due diligence to date.

(§ 701) **Planning Costs and Expenses.**

If the parties are unable to reach agreements on a DDA/PSA, City and Developer each shall bear their own costs and expenses in connection with negotiating and finalizing this Agreement. Should the parties reach agreement on a DDA/PSA, that agreement shall provide for all costs and expenses of the City to be reimbursed by Developer, to include costs and expenses of negotiating and finalizing this Agreement and the DDA/PSA.

(§ 800) **Miscellaneous**

(§ 801) **Complete Agreement**

This Agreement reflects the complete and total understanding between the Parties hereto and all agreements or understandings between the Parties hereto are contained within them. Any changes, modifications, amendments or addenda to this Agreement must be in writing and signed by all Parties to be effective.

(§ 802) **Assignment**

This Agreement or any interest therein may not be assigned or transferred voluntarily or by operation of law to any other party without written approval of the Parties, except as expressly set forth herein. An attempt to transfer this Agreement by the Developer to another party, without first obtaining the written permission of the City, shall constitute grounds for the immediate termination of this Agreement by the City, or either of them.

(§ 803) **Notices**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified or registered mail, postage prepaid to the following persons:

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

To Developer:
Westland Real Estate Group
520 West Willow Street
Long Beach California, 90806
Attention: Manny Bukiet
manny.b@westlandreg.com

If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating these time frames, weekends, Federal, State, County or City holidays shall be excluded.

(§ 804) **Jurisdiction and Venue**

This Agreement and all questions relating to its validity, interpretation, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both Parties further agree that Los Angeles County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

(§ 805) **Attorney Fees**

In the event any judgment is ordered in any action upon this Agreement, the Party hereto against whom such judgment is ordered agrees to pay to the other Party hereto, and that there may be added to such judgment an amount equal to the reasonable value of all legal services (including attorney's fees and costs) rendered in said action on behalf of the Party in whose favor any such judgment is ordered and that such sum may be fixed by the Court in such action.

(§ 806) **Severability**

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect.

(§ 807) **Hold Harmless**

Developer agrees to defend, indemnify and hold the City, their officials, employees, and agents harmless from all costs, expenses, liabilities and claims (including reasonable attorneys' fees) in connection with Developer's activities upon the Property and Developer's performance of its obligations under this Agreement. Notwithstanding the foregoing, Developer shall not be responsible to indemnify the City to the extent of the City's gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Negotiate Exclusively as of the day and year first above written.

"CITY"
CITY OF SANTA FE SPRINGS

By: William K. Rounds
Print Name: William K. Rounds
Title: Mayor

ATTEST:
By: Janet Martinez
Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM:
By: Ivy M. Tsai
Title: Ivy M. Tsai, City Attorney

“DEVELOPER”

WESTLAND REAL ESTATE GROUP

By: _____

Print Name: _____

Title: _____


Yakov Greenspan
president

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PM 398-69-72 That Por In Tra 5354 Of Lot 1

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<u>ACTION</u>	<u>TIMEFRAME</u>	<u>RESPONSIBLE ENTITY FOR OVERSIGHT AND COORDINATION</u>	<u>RESPONSIBLE ENTITY FOR COST</u>
1. Conduct due diligence studies on the site, possibly including but not limited to, market feasibility and City zoning regulations.	Within 270 days of City execution of approved ENA	Developer	Developer
2. Completion of a Draft Disposition and Development Agreement ("DDA")/Purchase and Sales Agreement (PSA)	Within 60 days of expiration of Initial Negotiation Period.	City and Developer	Each Party Responsible for its own costs
3. Execution of DDA/PSA by Developer and City	Within 45 days of Completion of DDA/PSA	City and Developer	Each Party Responsible for its own costs
4. Close of Escrow	No later than 6 months following execution of DDA/PSA.	City and Developer	
5. Submission of land use entitlement applications to City.	No later than 90 days from the opening of escrow	Developer	Processing fees to be paid by Developer
6. Processing of land use entitlements and CEQA compliance, including review and public hearings conducted by the Planning Commission, and City Council.	120 days following submission of entitlement applications	City	Processing fees to be paid by Developer

Attachment No. 1

AMENDMENT NUMBER ONE
TO EXCLUSIVE NEGOTIATION AGREEMENT
(Westland Real Estate Group)

This Amendment Number One (the "Amendment") to the Exclusive Negotiation Agreement (the "Agreement") is entered into by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (the "City") and Westland Real Estate Group, a California limited liability company ("Developer"). The City and Developer are sometimes referred to collectively as the "Parties."

Recitals

WHEREAS, the City and Developer entered into the Agreement on June 25, 2020, for the development of certain real property owned by the City and identified as APN # 8009-007-930; and

WHEREAS, the Initial Negotiation Period of the Agreement was for a period of two hundred seventy (270) days, to March 22, 2021, and the Extended Negotiation Period of one hundred twenty (120) days was entered under Section 103 of the Agreement, to July 20, 2021; and

WHEREAS, the Parties exercised their right under Section 700 of the Agreement to extend the Negotiation Period for one hundred twenty (120) days to November 17, 2021; and

WHEREAS, the Parties desire to further extend the Negotiation Period of the Agreement to May 17, 2022.

NOW, THEREFORE, the Parties agree as follows:

1. The Negotiation Period of the Agreement is extended to May 17, 2022.
2. Action No. 2 of Exhibit B to the Agreement is amended as follows:

<u>ACTION</u>	<u>TIMEFRAME</u>	<u>RESPONSIBLE ENTITY FOR OVERSIGHT AND COORDINATION</u>	<u>RESPONSIBLE ENTITY FOR COST</u>
2. Completion of a Draft Disposition and Development Agreement ("DDA")/Purchase and Sales agreement (PSA)	Within 60 days of expiration of Initial the Negotiation Period.	City and Developer	Each Party Responsible for its own costs

3. Except as set forth in this Amendment, all provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

WESTLAND REAL ESTATE GROUP

CITY OF SANTA FE SPRINGS

DocuSigned by:
Yanki Greenspan
3544D45F7412466...

DocuSigned by:
[Signature]
E7259B4907EB483...

Yanki Greenspan, President

John M. Mora, Mayor

Date: 11/10/2021

Date: 10/22/2021

ATTEST:

DocuSigned by:
[Signature]
F40F32340FB446A...

Janet Martinez, CMC, City Clerk

APPROVAL AS TO FORM:

DocuSigned by:
Ivy M. Tsai
31D7E35737B145F...

Ivy M. Tsai, City Attorney



CONSENT AGENDA

Santa Fe Springs Park Parking Lot Improvements – Award of Contract

RECOMMENDATION

- Appropriate an additional \$337,250.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Santa Fe Springs Park Parking Lot Improvements (PW 200101);
- Accept the bids; and
- Award a contract to E.C. Construction Company of South El Monte, in the amount of \$580,938.50.

BACKGROUND

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the California Natural Resources Agency to process the collection of grant funding related to the various park improvement projects.

The Santa Fe Springs Park Parking Lot Improvements project is located at the end of Cedardale Drive towards the western boundary of the City. The project consists of expanding the existing parking lot on the north side to provide more parking and reconstructing the existing asphalt pavement. Additionally, the project includes new curbs, sidewalk paths to the existing picnic shelter, and LED lighting. The existing parking lot count has 65 regular parking stalls and 2 ADA parking stalls. The proposed improvements create an additional 34 regular parking stalls, and 2 more ADA compliant parking stalls.

Bids were opened on April 20, 2022, and a total of three bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was to E.C. Construction Company of South El Monte, with a bid totaling \$580,938.50. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Bid Amount	Audited Bid
1. E.C. Construction Company	\$580,933.50	\$580,938.50 *
2. All American Asphalt	\$613,511.00	\$613,511.00
3. NR Development Inc.	\$908,500.00	\$908,557.65 **

*One Bid Item (No. 4) extended amount calculation was incorrect.

**Multiple Bid Items (Nos. 13, 14, 18, 22, 36, 39, 41, and 46) extended amount calculations were incorrect.

The bid proposal submitted by E.C. Construction Company in the amount of \$580,938.50, is approximately 7.1% above the Engineer's Estimate of \$542,000.00

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: April 28, 2022

The Department of Public Works has reviewed the bids and determined the low bid submitted by E.C. Construction Company to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the contract.

FISCAL IMPACT

The Santa Fe Springs Park Parking Lot Improvements Project will require an additional appropriation in the amount of \$337,250.00 from the Utility Users Tax (UUT) Capital Improvement Fund to the Santa Fe Springs Parking Lot Improvements Project account number (PW200101). Upon the project's completion, the approved California Natural Resources Agency grant Fund will reimburse the City in the amount of \$79,000 for the design and \$403,750 for the construction.

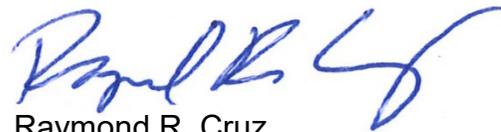
The total project costs are as follows:

Item	Budget
Construction	\$ 581,000.00
Design	\$ 79,000.00
Engineering	\$ 40,000.00
Inspection	\$ 40,000.00
Contingency	\$ 80,000.00
Total Project Cost	\$ 820,000.00

Project Funding Sources	Amount
Grant Revenue	\$ (482,750.00)
Anticipated Expenditures	\$ 820,000.00
Budget Shortfall	\$ (337,250.50)

INFRASTRUCTURE IMPACT

The Santa Fe Springs Park Parking Lot Improvements project will improve the condition of the existing parking lot pavement, enhance traffic circulation, provide better lighting, and provide additional parking stalls.



Raymond R. Cruz
City Manager

Attachments

Exhibit No. 1: Agreement

**CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT**

FOR

**SANTA FE SPRINGS PARK
PARKING LOT IMPROVEMENTS**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 3rd day of May, 2022, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and E.C. Construction Company, as CONTRACTOR in the amount of \$580,938.50.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

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

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

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

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

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

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
E.C. CONSTRUCTION COMPANY

By: _____
NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



CONSENT AGENDA

Community Project Funding for Fiscal Year 2023 – Water Well No. 12 Assessment and Treatment

RECOMMENDATION

- Adopt Resolution No. 9783 to ratify staff's submittal of a grant application package for the Water Well No. 12 Assessment and Treatment Project.

BACKGROUND

The House Appropriations Committee is accepting applications for Community Project Funding as part of its development of government funding legislation for the Fiscal Year 2023. Congressional Districts may request funding for projects that improve the lives of the people within each Congressional District. Congresswoman Linda Sanchez, representing California's 38th Congressional District, is accepting requests for Fiscal Year 2023, and the deadline for receipt of grant submissions was April 13, 2022. Santa Fe Springs desires to submit a Community Project Funding application package for approval of grant funding for Water Well No. 12 Assessment and Treatment. Congresswoman Linda Sanchez has informed the City Manager that the City's Water Well No. 12 Assessment and Treatment project has been recommended for consideration for an award. If the grant application package for Water Well No. 12 Assessment and Treatment is approved by the federal agencies and committees, the City Manager is authorized to submit the application, enter into, execute, and deliver it on behalf of the City of Santa Fe Springs, a federal agreement (Standard Agreement) for the amount of \$2,200,000 and any other documents required or deemed necessary to secure the Community Project Funding, the City of Santa Fe Springs' obligations related thereto, and all amendments.

FISCAL IMPACT

Water Well No. 12 Assessment and Treatment Project has developed a scope of work and budget of approximately \$5,000,000. The grant application has requested \$2,200,000 in Community Project Funding from Congresswoman Linda Sanchez's Office. The City would be responsible for funding the remaining balance of the project.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments

Exhibit No. 1: Resolution No. 9783

Handwritten initials in blue ink, possibly "MN".

RESOLUTION NO. 9783

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, FEDERAL COMMUNITY PROJECT FUNDS.

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

WHEREAS, the House Appropriations Committee is accepting submissions for Community Project Funding as part of its development of government funding legislation for Fiscal Year 2023; and

WHEREAS, under guidelines issued by the Appropriations Committee, the Congressional Districts may request funding for projects that improve the lives of the people within each Congressional District; and

WHEREAS, Congresswoman Linda Sanchez, representing California's 38th Congressional District, is accepting requests for Fiscal Year 2023; and

WHEREAS, the deadline for receipt of grant submissions was April 13, 2022; and

WHEREAS, the City of Santa Fe Springs submitted a Community Project Funding application package ("Application"), for approval of grant funding for Water Well No. 12 Assessment and Treatment ("Project"); and

WHEREAS, the City of Santa Fe Springs has developed a scope of work and budget of approximately \$5,000,000 for the Project; and

WHEREAS, the City of Santa Fe Springs has requested in the application for an amount of \$2,200,000 in Community Project Funding to Congresswoman Linda Sanchez's Office; and

WHEREAS, Congresswoman Linda Sanchez has informed the City Manager that the City's Water Well No. 12 Assessment and Treatment project has been recommended for consideration of award.

NOW, THEREFORE, the City of Santa Fe Springs resolves as follows:

SECTION 1. The City Council for the City of Santa Fe Springs ratifies the submittal of the grant application package for Water Well No. 12 Assessment and Treatment.

SECTION 2. In connection with the Community Project Funding, if the grant application package for Water Well No. 12 Assessment and Treatment is approved by the federal agencies and committees, the City Manager of the City of Santa Fe Springs is authorized to enter into, execute, and deliver on behalf of the City of Santa Fe Springs, a federal agreement (Standard Agreement) for the amount of \$2,200,000 and any and all other documents required or deemed necessary to secure the Community Project

APPROVED:
ITEM NO.:

Funding, the City of Santa Fe Springs' obligations related thereto, and all amendments thereto.

APPROVED and ADOPTED this 3rd day of May, 2022, by the City Council of the City of Santa Fe Springs.

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



NEW BUSINESS

Request for Out-of-State Travel for the Director of Planning and Assistant Director of Planning to attend the 2022 International Council of Shopping Centers (ICSC) exhibition and conference in Las Vegas, Nevada

RECOMMENDATION

- Approve out-of-state travel for the Director of Planning and the Assistant Director of Planning to attend the 2022 ICSC exhibition and conference in Las Vegas, Nevada from May 22, 2022 through May 24, 2022.

BACKGROUND

After a two-year hiatus because of COVID-19, the International Conference of Shopping Centers (ICSC) is back at the Las Vegas Convention Center. Founded in 1957, ICSC is the premier global trade association of the shopping center industry. Its more than 70,000 members in over 100 countries include shopping center owners, developers, managers, marketing specialists, lenders, investors, retailers, brokers, academics and public officials. Spanning five regions: Asia, Europe, Latin America, North America, and the Middle East, ICSC's events are recognized as the largest gatherings of dealmakers in the shopping center industry.

It is an opportunity for cities, municipalities, governments, and non-profit organizations to attract real estate development to their respective communities. For the third year, the City will have a booth at ICSC. Early successes include Jersey Mike's occupying a pad building, within the Promenade Shopping Center and subsequently occupying another tenant space previously occupied by Starbucks within the Gateway Plaza. Attending ICSC also resulted in a purchase and sales agreement with Coast to Coast Commercial to develop two pad buildings on the 1.68-acre, Successor-owned property, south of Target, at the northeast corner of Laurel Avenue and Florence Avenue. One pad is for a Sonics drive-thru and the other pad, is a multi-tenant building, with the main tenant being Dave's Hot Chicken. Staff and the City Attorney's office are also in negotiations with Westland Real Estate Group, to develop two acres of the Sculpture Garden property with the hope that this proposed development will be the catalyst for creating a downtown Santa Fe Springs, consistent with the recently adopted General Plan.

Working with owners, management companies, and brokers for the various commercial shopping centers within the City, Staff has created cut sheets for the leasable units/buildings within each of the centers. The cut sheets also contain properties that are for sale, including properties owned by the former redevelopment agency. ICSC is an opportunity to network and potentially obtain specific tenants for the available spaces within the centers. It is also an opportunity to highlight the amenities of the City

and the various development opportunities available in the City. Moreover, it offers the prospect of matching the right developer(s) with specific developable properties.

FISCAL IMPACT

The estimated expenses incurred to attend ICSC 2022 are ±\$4,980.29 and are covered through the Fiscal Year 2021-2022 Adopted Budget in account 10103115-540030. This includes hotel stay, booth, booth rental, and promotional items. This does not include per diem food and other incidentals.

	Director	Assistant Director	Total
Airfare	N/A	N/A	
Hotel	\$1,075.90	\$1,075.90	\$2,151.80
Booth (10'x10'			\$ 275.00*
Booth Rental			\$ 914.65
Promotional Items			\$1,638.84
Per Diem Food	TBD	TBD	
Totals Cost			\$4,980.29

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

May 3, 2022

NEW BUSINESS

Approval of Agreement between the City of Santa Fe Springs and the California State University of Long Beach Student Intern Program

RECOMMENDATION

- Approve the California State University Long Beach Student Fieldwork Placement Agreement.
- Authorize the Mayor to execute and sign the California State University Long Beach Student Fieldwork Placement Agreement.

BACKGROUND

The Family & Human Services Division in the Department of Community Services partners with local universities to provide undergraduate social work students with valuable fieldwork experience working with families, older adults, and the community at large.

Every year, the Family & Human Services Division partners with the California State University system, in this instance, the California State University of Long Beach, to host two Social Work Interns at the Gus Velasco Neighborhood Center (GVNC). In order to qualify for the internship program, students are required to be in the last year of their Bachelor of Social Work degree program and must complete 420 hours of supervised fieldwork. Once placed, student interns have the opportunity to be adequately trained and coached in social work ethics, practice values of social work, and learn the standards of service, integrity, and the importance of human relationships. Student interns are trained and supervised by the Family and Human Services Case Workers. The Case Workers provide hands-on instruction to guided case management services and integration of classwork with fieldwork. The Student Interns also work with the Division's partner agencies to provide a variety of social services to the Santa Fe Springs community.

The GVNC provides a rich social work environment that prepares the student interns for full-time employment in the Social Work field upon graduation. This is all due to the level of preparation they receive, the broad foundation of services provided, and the wide range of ages and populations that are served.

LEGAL REVIEW

The City Attorney's office has reviewed the California State University Long Beach Student Fieldwork Placement Agreement.



City of Santa Fe Springs

City Council Meeting

May 3, 2022

FISCAL IMPACT

This is a non-monetary agreement and has no fiscal impact to the general fund. The agreement allows for additional case management resources to be provided by the City to community residents.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment

1. California State University Long Beach Student Fieldwork Placement Agreement

STUDENT FIELDWORK PLACEMENT AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach (“University”) and _____ (“Facility”).
(please enter the complete legal name of the company/facility)

I. EDUCATIONAL TRAINING PROGRAMS

University offers degree programs in a wide variety of disciplines which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in a for-credit internship course (including allied health, non-allied health, and service learning courses, but not College of Education programs) and approved for placement at Facility by University. Facility shall provide practical fieldwork experience pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources and training supervision to students. The parties agree to conduct fieldwork experiences as follows:

A. Facility will:

- 1) Allow University students reasonable access to its site in order to fulfil internship hours and requirements within the scope of services offered by the Facility and to meet the University program’s student learning objectives. When appropriate and agreed upon by the parties, Facility may provide a remote or off-site internship experience with supervision by Facility staff. Facility shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.
- 2) Assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with University’s student learning objectives, verify hours completed and provide feedback on the student’s performance. When required by state or professional licensing boards, Facility will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.
- 3) Facility shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. Facility shall inform the participating student of any potential health or safety risks associated with the location of their field placement.
- 4) Allow management or employees to participate in meetings with University, complete verification forms or otherwise communicate with University faculty regarding the program.
- 5) Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with the assigned University faculty advisor regarding the reasons for denying participation.
- 6) Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student’s fieldwork education experience.

B. University will:

- 1) Be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the internship training program.
- 2) Make an official request to Facility for placement of students for fieldwork experience. University will provide Facility with the name and area of study for each prospective placement with Facility.
- 3) Maintain all academic records of students participating in the academic program according to University records retention requirements.
- 4) Establish the student learning objectives for the academic program’s fieldwork experience and provide Facility with a copy for each academic program.
- 5) Designate a faculty member to participate with the Facility designee in implementing and coordinating the program of supervised fieldwork placement.
- 6) Coordinate with Facility’s site supervisor and staff regarding the internship experience to be provided to students.

- 7) Advise students they are required to conform to all applicable Facility policies, procedures and regulations.
- 8) Coordinate meetings and discussions with Facility's staff to evaluate the effectiveness of the fieldwork experience.

II. **GENERAL PROVISIONS**

- A. Term of Agreement** - The term of this Agreement shall begin upon complete execution and continue until _____. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. Students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
- C. Legal Responsibility** – Facility shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
- D. Insurance** – Each party to this agreement shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, and workers compensation coverage as required by law. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- E. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Pre-Placement Screening** – If Facility requires a health history, tuberculosis testing, or current immunization records for University students prior to placement, students shall provide satisfactory documentation directly to Facility. If Facility requires University students undergo a background check or fingerprinting prior to placement, University students shall provide satisfactory results directly to Facility. If the Facility is a school or school district and University students will have more than limited contact with Facility's students, University students shall be finger-printed as required by California Education Code §45125.1, provide Facility with proof of health clearance, and possess a negative TB test result dated within the last four years prior to beginning any fieldwork at Facility.
- G. Confidentiality of Facility Records** – [*For clinical/medical placements only*] All of Facility's medical records and charts used or created in connection with clinical training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of clinical training at Facility, students may have access to "Protected Health Information," as defined at 45 C.F.R. §160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Facility under HIPAA. University will not perform or assist with the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.

- H. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.
- I. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.

- J. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility. Work performed by students is toward the completion of course/programs for their academic degree.
- K. Locations** – If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- L. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation of a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- M. Services Responsibility**- Facility retains professional and administrative responsibility for all services rendered at Facility.
- N. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- O. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

Facility:

Facility Name

Street address

City, State, Zip

Phone Number

e-mail

Facility Authorized Signature

Date

Name and Title

University:

California State University, Long Beach
 Attn: Procurement & Contractual Services
 1250 Bellflower Blvd., BH-346
 Long Beach, CA 90840-0123
 (562)985-4296 FM-ContractServices@csulb.edu

University Authorized Signature

Date

Name and Title

**Addendum to CSULB Student Field Placement Agreement
COVID-19 Acknowledgement for On-site Internships**

("Facility") affirms:

- It is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19".
- It is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19.
- To the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives.
- If at any time it becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, Facility will notify University of that fact.

Facility Authorized Signature

Date

University Authorized Signature

Date

CSULB Contract Number



NEW BUSINESS

Adoption of Resolution No. 9780 – Authorizing the City Manager to Accept the California State Library Inspiration Grant for the TechLab for Seniors

RECOMMENDATION:

- Adopt Resolution No. 9780:
A Resolution of the City Council of the City of Santa Fe Springs, California authorizing the City Manager to accept the California State Library Inspiration Grant for the Techlab for seniors

BACKGROUND

The William C. Gordon Learning Center (WGLC) is the satellite branch library for the Santa Fe Springs City Library. This location has been a hub for seniors because it is located at the Gus Velasco Neighborhood Center and has public computers. Since the William C. Gordon Learning Center's creation in 2012, the circulation of books and audio-visual materials has been minimal. However, computer usage has been steadily increasing and often some seniors have had to wait for an open computer terminal. The funding provided by William C. Gordon for the creation and maintenance of the Learning Center was depleted in FY 2021-2022.

One of the Community Services Department/Library Services Division goals this year is to evaluate the Library's facilities and programs. In keeping with this goal, staff believe that the WGLC will best meet user demand as a technology center.

The Library Services Division applied for and received a grant in the amount of \$29,345 to fund the conversion of the WGLC from a circulating library branch to a technology center for seniors. This grant will pay for 13 new computers, new computer tables and chairs, a new printer and a large monitor for computer classes. Library staff will be able to provide in-depth technical support to seniors and conduct training classes. Although this conversion was designed for seniors in mind, the facility can be used for a variety of computer users. The WGLC will reopen to the public in the beginning of July. Operating hours will be Monday through Friday 8:30 a.m. to 12:00 p.m. and the Center will be staffed with a Library Aide or Assistant. We will publicize the reopening on both the City's and the Library's social media platforms, an article in the Activity Guide and with flyers distributed to City facilities. We will also offer surveys for users to give us feedback on how we can improve services.

The grant project period is from the date of execution of the agreement by both parties to August 31, 2022. Final reports are due to the State Library by September 30, 2022. The payment structure is as follows:

- \$26,410.50 upon execution of agreement
- \$2,934.50 at the end of the project period ending August 31, 2022

LEGAL REVIEW

The City Attorney's office has reviewed the California State Library Notification Grant Award.

FISCAL IMPACT

There is no impact to the General Fund. All costs for equipment and furniture are covered by the grant.



Raymond Cruz
City Manager

Attachments:

1. Resolution No. 9780
2. Notification of Grant Award from California State Library

RESOLUTION NO. 9780

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACCEPTING GRANT FUNDING FROM THE CALIFORNIA STATE LIBRARY INSPIRATION GRANT FOR THE TECHLAB FOR SENIORS

WHEREAS, the California State Library and California Library Services Board has made \$29,345 in federal Library Services and Technology Act (LSTA) grant funds available for the City of Santa Fe Springs; and

WHEREAS, the City of Santa Fe Springs supports the grant goals and wishes to participate in the California State Library Inspiration Grant Program; and

WHEREAS, the City of Santa Fe Springs City Library staff will use the grant funds to create a TechLab for Seniors at The Willie Gordon Learning Center;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARES AS FOLLOWS:

Section 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of May, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

Janet Martinez, City Clerk



April 5, 2022

Deborah Raia, Librarian III, Interim Manager
Santa Fe Springs City Library
11700 Telegraph Rd.
Santa Fe Springs, CA 90670-3658

Dear Ms. Raia:

We are pleased to approve the grant application for the TechLab for Seniors project for a total of \$29,345 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information and review the following:

LSTA Funds

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Project Support

There is a Grant Monitor assigned to your project. Contact them regarding compliance and reporting, along with any other questions that you may have. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov.

Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...
Greg Lucas
California State Librarian

cc:

Michelle Killian michelle.killian@library.ca.gov
Daniel Webster federalgrants.fiscal@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9304
File #:	I-2
IMLS #:	LS-249951-OLS-21
ORGANIZATION:	Santa Fe Springs City Library
Project Title:	TechLab for Seniors
Award Amount:	\$29,345

2021/2022 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$29,345
Equipment (\$5,000 or more per unit)	\$
Services	\$
Project Total	\$29,345
Indirect Cost	\$
Grant Total	\$29,345
Payment Schedule	IN FULL

Start Date:	4/1/2022
End Date:	8/31/2022

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

REPORTING

Financial and program narrative reports are required. The grant guide, along with information regarding where to locate and submit reports, can be found on the Manage Your Grant page: [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>). The Grant Guide for this project will list specific reporting due dates. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

PAYMENTS

Please note this clarification regarding payments. If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs City Library for the TechLab for Seniors AWARD AGREEMENT NUMBER 40-9304

This Award Agreement ("Agreement") is entered into on April 1, 2022 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded TechLab for Seniors project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$29,345 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until August 31, 2022. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on August 31, 2022 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to LSTA Inspiration Grants opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
April, 2022 – May 31, 2022	Financial Report Due and Mid Project Program Narrative Report Due	June 15, 2022
June 1, 2022 - Project End Date (no later than August 31, 2022)	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2022
60 Days from Project End Date <i>(if end date is extended see extension letter for new dates)</i>	Liquidation Financial Report Due <i>(Only required if encumbered funds have not been spent by project end date)</i>	November 30, 2022

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the

Subrecipient shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2021-2022 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
 - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
 - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
 - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Santa Fe Springs City Library	California State Library
Deborah Raia	Michelle Killian
11700 Telegraph Rd.	900 N Street
Santa Fe Springs, CA, 90670-3658	Sacramento, CA 95814
562-868-7738 x7814	916-603-6706
deborahraia@santafesprings.org	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.

- 2) The Subrecipient's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).
20. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

21. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
- b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
- c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor

does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.

27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant or contract under this award; and
 - b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.
30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$29,345 and shall be expended/encumbered in the designated award period.

During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Subrecipient shall include the non-discrimination and compliance provisions of

this clause in all contracts and subcontracts to perform work under the Agreement.

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance

(g) Project Summary

(h) Subrecipient's Application

(i) All other attachments hereto, including any that are incorporated by reference.

35. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
- f. Payment will be made only to the Subrecipient.
- g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.

36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign

immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).
- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. In-full payments are typically made for awards totaling \$20,000 or less.
- e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
- f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
- g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:
 - o \$29,345 upon execution of the agreement and submission of claim by fiscal agent
 - o If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-

length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
51. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.
 - b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.
52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant

funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
- The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.
55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State

Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact the LSTA Grant Email at LSTAGrants@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

- 1. ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
- 2. ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
- 3. ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

In Process



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

In Process

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$29,345. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
- d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- An individual applicant that is CIPA compliant
- Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



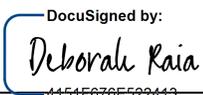
Certification

ORGANIZATION	
Name: Santa Fe Springs City Library	Address (official and complete): 11700 Telegraph Road, Santa Fe Springs, CA 90670
PROJECT COORDINATOR	
Name: Mayumi De Vera	
Email: mayumidevera@santafesprings.org	Phone: 562-868-7738
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Deborah Raia	Title: Librarian III
Email: deborahraia@santafesprings.org	Phone: 562-868-7738
Signature:  <small>4151F676E522413...</small>	Date: 4/12/2022



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name: Santa Fe Springs City Library	Address: 11700 Telegraph Road, Santa Fe Springs, CA 90670
Authorized Representative	
Signature:  <small>DocuSigned by: 4151F676E522413...</small>	Date: 4/12/2022
Printed Name of Person Signing: Deborah Raia	Title: Librarian III
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature:  <small>DocuSigned by: BDA50981C41C416...</small>	Date: 4/12/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

CALIFORNIA STATE LIBRARY
Library Services and Technology Act (LSTA)

Children's Internet Protection Act (CIPA) Certification

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The authorized representative applying for LSTA funding **must certify** that the library is one of the following (using the checkboxes, please select only one option):

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

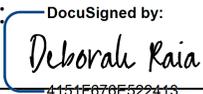
All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

By signing below, in blue ink or by inserting an electronic signature, the authorized representative certifies the organization's CIPA status selected above.

CERTIFICATION

APPLICANT ORGANIZATION	
Name: Santa Fe Springs City Library	Address (official and complete): 11700 Telegraph Road, Santa Fe Springs, CA 90670
AUTHORIZED REPRESENTATIVE	
Name: Deborah Raia	Title: Librarian III
Email: deborahraia@santafesprings.org	Phone: 562-868-7738
Signature:  <small>4151F070E522413...</small>	Date: 4/12/2022

CALIFORNIA STATE LIBRARY
Library Services and Technology Act

INVOICE #: 40-9304-01
PO #:

FINANCIAL CLAIM

FY: 21/22
FAIN: LS-249951-OLS-21
ITEM NO: 6120-211-0890, Chapter 21, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

DATE: 4/12/2022

Claim of: Santa Fe Springs City Library
11700 Telegraph Road, Santa Fe Springs, CA 90670
Address: _____

For: Santa Fe Springs City Library
(Name of System or Agency)

Project Title: TechLab for Seniors

Amount Claimed: \$29,345 Grant Award Number: 40-9304

For Period From: upon execution to end of grant period

Type of Payment	PROGRESS	FINAL	<u>IN FULL</u>
	Payable Upon Execution of Agreement		

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

DocuSigned by:
Deborah Raia
by _____
(Signature of the authorized representative)

Librarian III

(Title)

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

<p>EMAIL A SCANNED COPY: federalgrants.fiscal@library.ca.gov</p>	<p>MAIL ONE ORIGINAL SIGNATURE TO: California State Library Fiscal Office –Federal Funded Programs PO Box 942837 Sacramento, CA 94237-0001</p>
--------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

State of California, State Library Fiscal Office

by _____ date _____
(State Library representative)

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



City of Santa Fe Springs

City Council Meeting

May 3, 2022

NEW BUSINESS

Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Award of Contract

RECOMMENDATION

- Open Hearing:
- Reject the bid from Dash Construction Co. Inc. as non-responsive and not responsible;
- Accept the bids; and
- Award a contract to R.J. Noble of Orange, California, in the amount of \$714,619.00.

BACKGROUND

The Pioneer Boulevard Street Improvements project encompasses the boundaries from Charlesworth Road to Los Nietos Road. The project consists of the removal of 2 to 4 inches of existing asphalt concrete pavement and the placement of a new 2 to 4 inches of fiber reinforced asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, concrete cross gutters, as well as the installation of stormwater screen covers.

Bids were opened on March 30, 2022, and a total of six bids were received. The apparent low bidder was Dash Construction Co. Inc. (Dash). Staff reviewed the bid proposal from Dash and Dash was not responsible and not responsive for the following reasons.

Per the Public Contract Code 20162, the law requires awarding the contract to the lowest responsible bidder. The courts have added one more element which is responsiveness. The determination for lack of non-responsibility is due to the Citation Violation Disclosure(s) found on the Contractors State License Board. Listed Violations committed include abandonment of a project without legal excuse, departure from trade standards, plans, and specifications; and exceeding contract amount, among others violations. In addition, Dash Construction Company Inc. also did not provide sufficient experience on street paving projects in their listed project references. Bidders were required to list similar roadway paving projects completed within the last 36 months. No such projects were listed in the bid proposal from Dash. A responsible bidder under state law is "...a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." Dash does not meet the required attributes.

It has also been determined that Dash's bid proposal was non-responsive. The lack of non-responsiveness is due to: 1) the bidder failing to submit their formal bid in writing on the original proposal forms, which are stamped "Official Bid" in red ink provided by the Agency, and 2) the total amount base bid had a math error, in which the bidder

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: April 28, 2022

was notified and accepts the corrected amount which is \$16,875.00 less than the publicly read total. Dash was provided written notification of staff's findings on April 26, 2022, and were invited to the Council meeting to provide them with an opportunity to contest the determination.

Therefore, the lowest responsive and responsible bidder is submitted by R.J. Noble Company in the amount of \$714,619.00. R.J. Noble has a valid and active contractor's license with no citation violations. R.J. Noble lists four recent paving projects completed within the last 36 months in the cities of Fountain Valley, San Juan Capistrano, Buena Park, and La Mirada. RJ Noble has also previously performed recent work in the City completing the following street improvement projects: Rivera Road and Ann Street. Staff recommends awarding R.J. Noble Company the contract, with a bid totaling \$714,619.00. The bid proposal for the following bidders reflects the bid amount read publicly during the bid opening, and staff audited corrected results.

Company Name	Publicly Read Bid	Audited Bid
1. Dash Construction Company, Inc.	\$ 689,777	\$ 672,902
2. R.J. Noble Company	\$ 714,619	\$ 714,619
3. Sequel Contractors Inc.	\$ 763,484	\$ 763,484
4. Onyx Paving Company, Inc.	\$ 772,000	\$ 772,000
5. All American Asphalt	\$ 774,800	\$ 774,800
6. Hardy & Harper, Inc.	\$ 805,000	\$ 805,000

The bid submitted by R.J. Noble Company in the amount of \$714,619.00 is approximately 11% below the Engineer's Estimate of \$805,000.00. The Department of Public Works has reviewed the bids and determined the bid submitted by R.J. Noble Company to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

On July 20 2021, and on February 1, 2022, the City Council approved the following funding allocations:

Funding Source	Amount
a. Highway Users Tax Account (Gas Tax)	\$ 442,800
b. Prop C Local Return Funds	\$ 155,800
c. LACTMA Local Transportation Funds	\$ 144,390
d. RMRA (FY 2021-2022)	\$ 351,400
Total:	\$ 1,094,390

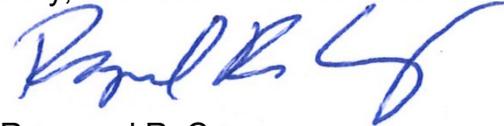
The total project costs are as follows:

Item		Budget
Construction	\$	714,700
Design	\$	48,500
Engineering	\$	65,000
Inspection	\$	65,000
Contingency	\$	<u>120,000</u>
Total Construction Cost:	\$	1,013,200

Sufficient funding is available as shown above to complete this project.

INFRASTRUCTURE IMPACT

The Pioneer Boulevard Street Improvements project will improve the condition of the existing roadway, enhance operational safety, and reduce maintenance costs



Raymond R. Cruz
City Manager

Attachments:

1. Agreement
2. Letter to Dash

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**PIONEER BOULEVARD STREET IMPROVEMENTS
(Charlesworth Road to Los Nietos Road)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 3rd day of May, 2022, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and R. J. Noble Co. as CONTRACTOR in the amount of \$714,619.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

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

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

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

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

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

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
R. J. NOBLE COMPANY

By: _____
NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)

2022-01 Pioneer Boulevard Street Improvements
(Charlesworth Road to Los Nietos Road)



PRESENTATION

Proclamation - Proclaiming May 15, 2022 as Santa Fe Springs History Day

RECOMMENDATION(S)

- Proclaim May 15, 2022 as Santa Fe Springs History Day

BACKGROUND

The City of Santa Fe Springs was incorporated on May 15, 1957. This year, the City will be celebrating its 65th Anniversary as a municipal government agency. To celebrate this monumental achievement, the Historical and Community Preservation Advisory Committee (HCPAC) has recommended that the City adopt its first ever Santa Fe Springs History Day, to educate residents on the City's rich history, and remember and understand the past, so that we can build a brighter future.

The following is a brief summary of the history of the incorporation of Santa Fe Springs, as outlined in the most recent publication, *Images of America: Santa Fe Springs*.

In the old days.... before there was a city called Santa Fe Springs...there was a place called Santa Fe Springs, but it was not a real city. It had no City Hall, no City Council elections and not a single municipal program. Long after World War II had ended, Santa Fe Springs was being operated as a part of Los Angeles County. Less than 500 scattered residents, outnumbered by the 600 oil derricks, called Santa Fe Springs home in 1949. There was no local shopping center or gas station. The mail they received was addressed to "Four Corners," not Santa Fe Springs. Farmland, rather than freeways dominated the scene, and cows grazed where Los Nietos Park is today.

After decades of booms and busts, Santa Fe Springs was still just another town out in the country. But the place would not be out in the country very much longer. Los Angeles was growing with post war industries, and people moving in needed affordable housing. So rural areas like this one suddenly looked attractive. The first housing tract, Imperial Crest, built in 1949, was at King's Camp, a eucalyptus grove that had shaded the shabby buildings and tents of a long-gone house of ill repute that thrived during the 1920s oil boom. By 1952, the population of the town ballooned to 8,000, and homes sold for around \$13,000. But a new set of problems arose. Schools filled quickly, traffic was getting bad, and dirt roads needed to be paved faster than the County government was capable of paving them. A homeowners association was formed in 1952, and because of the obscurity of their location, it was originally called the Little Lake Homeowners Association. Later it would be renamed the Santa Fe Springs Homeowners Association.

To incorporate as a City, an election must be held, and a majority of the voters must agree to the formation of a municipal government. The debate over incorporation was



City of Santa Fe Springs

City Council Meeting

May 3, 2022

fierce at times. Opponents of incorporation claimed that taxes would be raised to fund the new government. When the election was held on May 15, 1957, Santa Fe Springs became a city by only a 5% margin of victory.

The first City election was held. The first City Council was made up of Betty Wilson, Bill McCann and John Moreno from the residential districts and William Emmons and Foy Lee Peak from industry. City Hall was located in an old house on Telegraph Road. The first City building constructed was the Library in 1961. A new City Hall followed in 1962. Today, there are twenty eight municipal buildings providing a wide array of services that range from day camps and older adult services to public works and community development. The oil wells no longer outnumber the residents and Santa Fe Springs continues to be a great place to live, work, and play.

To accept the proclamation, the City would like to recognize members of the Historical and Community Preservation Advisory Committee.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation Proclaiming May 15, 2022 as Santa Fe Springs History Day

Proclamation

Proclaiming May 15, 2022 as Santa Fe Springs History Day

Whereas, the City of Santa Fe Springs was incorporated on May 15, 1957; and

Whereas, on May 15, 2022, the City of Santa Fe Springs will celebrate its 65th Anniversary; and

Whereas, Santa Fe Springs is home to over 17,900 residents, over 3,000 businesses, over 5,500 housing units, and spans 8.91 square miles; and

Whereas, the City of Santa Fe Springs appreciates the diligent work of the Historical and Community Preservation Advisory Committee to recognize the significance of this monumental anniversary; and

Whereas, the City of Santa Fe Springs will celebrate its history and rich culture on June 4, 2022 at Pioneer Living Day.

Now, Therefore, be it resolved that the City of Santa Fe Springs will celebrate its first ever Santa Fe Springs History Day on the City's Anniversary, May 15, 2022.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13B

May 3, 2022

PRESENTATION

Proclamation- Proclaiming May 15-21, 2022 as "National Police Week"

RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services, to assist with this presentation.

BACKGROUND

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week which pay special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community. The City of Santa Fe Springs would like to recognize "National Police Week 2022" and honor the service and sacrifice of those law enforcement officers who have lost their lives in the line of duty while protecting our communities. Law Enforcement Week and Peace Officers Memorial Day give us an opportunity to honor these heroes and recognize the sacrifices made in order to protect and serve our communities.

Please join the City of Santa Fe Springs in honoring National Police Week 2022 by recognizing and appreciating the critical contributions and sacrifices made by our Whittier Police Officers proudly serving Santa Fe Springs. We encourage our community to express their gratitude and appreciation for our law enforcement officers who are all too seldom recognized for their commitment to the safety and well-being of our Santa Fe Springs community.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

"National Police Week 2022" Proclamation

WHEREAS, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15 as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, Whittier Police Officers proudly serving the City of Santa Fe Springs are dedicated to protecting and serving our neighborhoods, schools, and families; and

WHEREAS, our community members are encouraged to recognize law enforcement professionals, past and present, for their dedicated service to our communities, and for their faithful devotion to their duty to serve and protect and to put their lives on the line for our safety; and

WHEREAS, police officers risk their lives each and every day in order to ensure public safety and enforce the laws of the land; and

WHEREAS, the City of Santa Fe Springs values the courage and devotion of our community and local police, as our collective prosperity depends on the integrity with which our law enforcement officers maintain peace and security; and

WHEREAS, throughout this week, and especially on Peace Officers Memorial Day, we honor the memory of those heroes who have fallen in the line of duty, and recognize all those who put themselves at risk every day in order to provide a vital public service in safeguarding the rights and freedoms of our citizens.

NOW, THEREFORE, BE IT RESOLVED that I, Annette Rodriguez, Mayor of the City of Santa Fe Springs, do hereby proclaim May 15, 2022 as Peace Officers Memorial Day, and May 15 through May 21 as:

"National Police Week 2022"

in Santa Fe Springs and join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

DATED this 3rd day of May, 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



PRESENTATION

Every 15 Minutes Program – Santa Fe High School

RECOMMENDATION:

- The Mayor may wish to call upon Family and Youth Intervention Program Supervisor, Rick Brown, to discuss “Every 15 Minutes”, show a short video of the program, and recognize supporting agencies.

On April 6th and 7th of this year, the Police Services Department with assistance from SFS Fire-Rescue, the Whittier Police Department, and the Family and Youth Intervention Program along with local agencies participated in the “Every 15 Minutes” Program. The two-day program focuses on challenging high school juniors and seniors to think about drinking and driving, personal safety, and the responsibility of making mature decisions when it comes to alcohol consumption.

The Program brought together a broad coalition of external agencies and groups, along with City Departments with the goal of reducing alcohol-related traffic fatalities among youth. The California Highway Patrol and Santa Fe High School have been strong supporters and active participants for over a decade. Without the active involvement, funding, and participation of these institutions, the “Every 15 Minutes” Program would cease and be unable to reach the youth in our community, and thus, contribute to the prevention of tragic situations involving alcohol and unsafe driving in the future.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

May 3, 2022

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	1	Mora
Historical & Preservation	1	Rodriguez
Historical & Preservation	1	Martin
Family & Human Svcs	1	Mora
Parks & Recreation	2	Zamora
Parks & Recreation	2	Sarno
Senior	3	Mora
Senior	3	Zamora
Senior	1	Rodriguez
Senior	4	Martin
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Rodriguez
Youth Leadership Committee	1	Martin
Traffic Commission	1	Mora
Planning Commission	1	Mora

Applications Received: Dani Cook for Parks & Recreation

Recent Actions: None

Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Dani Cook

Planning Commission

Senior Advisory

Sister City

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placencia Irma Huitron Vacant	
Zamora	Annette Ramirez AJ Hayes Hilda Zamora* Stella Valenzuela	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Sally Gaitan	
Rodriguez	Elena Lopez (Boca)* Vacant Mark Scoggins Gloria Maghame	
Martin	Jacqueline Martinez Kay Gomez Vacant Merrie Hathaway	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
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Mora	Martha Villanueva* Vacant Miriam Herrera	
-------------	-------------------------------------------------------	--

Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
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Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
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Rodriguez	Shamsher Bhandari Elena Lopez (Boca)* Hilda Zamora*	
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Martin	Dolores Romero Laurie Rios* Bonnie Fox	
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**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds*	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Miriam Herrera
Historical & Comm. Preservation Committee	Hilda Zamora
Planning Commission	Gabriel Jimenez
Chamber of Commerce	Debbie Baker

Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY

NAME

**TERM EXPIRES
DEC 31, 2022**

Mora

Joe Avila
Eddie Barrios
William Logan
Ralph Aranda
Kurt Hamra

Zamora

Gina Hernandez
Blake Carter
Jimmy Mendoza
Vacant
Vacant

Sarno

Vacant
Mary Anderson
Jeannette Lizarraga
Vacant
Mark Scoggins

Rodriguez

Kayla Perez
Priscilla Rodriguez
Lisa Garcia
Sylvia Perez
David Diaz-Infante

Martin

Dolores Romero
Andrea Lopez
Elizabeth Ford
Nancy Krueger
William K. Rounds*

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

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PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Mora

Vacant

Sarno

Johnny Hernandez

Rodriguez

Francis Carbajal*

Martin

William K. Rounds*

Zamora

Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura Astrid Shesterkin Vacant Vacant Vacant	
Zamora	Vacant Elena Lopez (Boca)* Josefina Lara Vacant Vacant	
Sarno	Sally Gaitan Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	
Rodriguez	Yoko Nakamura Linda Vallejo Hilda Zamora* Martha Villanueva* Nancy Krueger	
Martin	Dolores Duran Vacant Vacant Vacant Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Mora

Vacant

Sarno

Johana Coca

Rodriguez

Felix Miranda

Martin

Linda Vallejo

Zamora

Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
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Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
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Zamora	Joseph Casillas Vacant Vacant Vacant	
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Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
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Rodriguez	Jasmine Rodriguez Angelique Duque Felix Miranda Jr. Vacant	
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Martin	Vacant Isaac Aguilar Andrew Bojorquez Alan Avalos	
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