

AGENDA

FOR THE REGULAR MEETINGS OF THE:

COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

SEPTEMBER 8, 2011
6:00 P.M.

Joseph D. Serrano, Sr., Mayor
William K. Rounds, Mayor Pro Tem
Luis M. González, Councilmember
Richard J. Moore, Councilmember
Juanita A. Trujillo, Councilmember

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 complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

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**

Luis M. González, Commissioner/Councilmember
Richard J. Moore, Commissioner/Councilmember
Juanita A. Trujillo, Commissioner/Councilmember
William K. Rounds, Vice-Chairperson/Mayor Pro Tem
Joseph D. Serrano, Sr., Chairperson/Mayor

COMMUNITY DEVELOPMENT COMMISSION

3. **REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR**

4. **CONSENT AGENDA**

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

Approval of Minutes

- A. Minutes of the Regular Community Development Commission Meeting of August 11, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

5. **NEW BUSINESS**

Authorization to Issue a Request for Proposals to Provide Project and Construction Management Services for the Interstate 5 Freeway Water Main Relocation for the Carmenita Road Segment

Recommendation: That the Community Development Commission authorize the Director of Public Works to issue a Request for Proposals to provide Project and Construction Management Services for the Interstate 5 Freeway Water Main Relocations at the Carmenita Road segment.

6. **CLOSED SESSION**

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation pursuant to subdivision (b) of Section 54956.9: One potential case

CITY COUNCIL

7. CONSENT AGENDA

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

Approval Minutes

- A. Minutes of the Regular City Council Meeting of August 11, 2011

Recommendation: That the City Council approve the minutes as submitted.

- B. Minutes of the Special City Council Meeting of August 15, 2011

Recommendation: That the City Council approve the minutes as submitted.

- C. Conference and Meeting Report – Councilmember González' Attendance at the Chamber of Commerce Workshop

Recommendation: That the City Council receive and file the report.

8. Approval of Agreement for Environmental Legal Services

Recommendation: That the City Council approve the agreement for Environmental Legal Services with PC LAW Group.

NEW BUSINESS

9. Agreement with the Los Angeles County Metropolitan Transportation Authority for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Approve Amendment No. 2 to the Letter of Agreement (LOA P0008092) with the Los Angeles County Metropolitan Transportation Authority for the Valley View Avenue Grade Separation Project to extend the expiration of CMAQ grant funds to June 30, 2013; and (2) Authorize the Mayor to execute Amendment No. 2.

10. Amendment to Agreement for Employment of City Manager

Recommendation: That the City Council approve the amendment to the employment agreement between the City and Thaddeus McCormack.

COUNCILMEMBER REQUESTED ITEM – Mayor Serrano

11. Agreement between City and Zamora Landscaping

Recommendation: That the City Council take the following actions: 1) Consider a request from Mayor Serrano that the City enter into a three-year contract with Zamora Landscape for certain landscape maintenance services, and 2) Direct the City Attorney and staff to develop a contract agreement for formal approval by the City Council.

COUNCILMEMBER REQUESTED ITEM – Councilmember Trujillo

12. Request for Bus Loading Zone on Clarkman Street between Orr and Day Road and Roseton Avenue

Recommendation: That the City Council approve the recommendation from the Traffic Commission that the request for a bus loading zone on Clarkman Street 130 feet west of Roseton Avenue be denied.

13. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

14. CLOSED SESSION

LABOR NEGOTIATIONS – Direction to City Labor Negotiators

Agency Negotiator: City Manager, City Attorney, Director of Finance and Administrative Services and Human Resources Manager.

Employee Organizations: Management Team Members

NEW BUSINESS

15. Approval of Agreement for Employment of City Attorney

Recommendation: That the City Council approve the agreement between the City and Steve Skolnik.

Please note: Item Nos. 16 – 27 will commence in the 7:00 p.m. hour.

16. **INVOCATION**

17. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

18. Representatives from the Youth Leadership Committee

19. Representatives from the Chamber of Commerce

20. **ANNOUNCEMENTS**

PRESENTATIONS

21. Proclamation Declaring September 16, 2011, as the City of Santa Fe Springs 2011 Fiestas Patrias Cultural Celebration

22. Proclamation Declaring the Month of September as "National Senior Center Month" in the City of Santa Fe Springs

23. Proclaiming September 11, 2011 as "A National Day of Service and Remembrance in Santa Fe Springs"

24. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

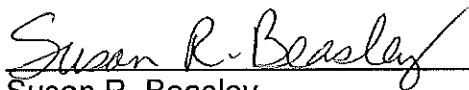
25. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

26. **EXECUTIVE TEAM REPORTS**

27. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; 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.



Susan R. Beasley
Executive Secretary

September 1, 2011
Date

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE REGULAR MEETINGS OF THE
COMMUNITY DEVELOPMENT COMMISSION
AND CITY COUNCIL**

AUGUST 11, 2011

1. CALL TO ORDER

Mayor Serrano called the Community Development Commission and City Council meetings to order at 6:08 p.m.

2. ROLL CALL

Present: Commissioners/Councilmembers González, Moore, Trujillo, Vice Chairperson/Mayor Pro Tem Rounds, and Chairperson/Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Paul Ashworth, Director of Planning & Community Development; Don Jensen, Director of Public Works; Dino Torres, Director of Police Services; Carole Joseph, Director of Parks & Recreation Services; Jose Gomez, Director of Finance & Administrative Services; Alex Rodriguez, Fire Chief; Anita Jimenez, Deputy City Clerk

COMMUNITY DEVELOPMENT COMMISSION

3. REPORTS OF THE CITY MANAGER AND EXECUTIVE DIRECTOR

Thaddeus McCormack reported on the lawsuit filed with the Supreme Court by the California Redevelopment Agency and League of California Cities which requested that the Court declare AB 1X 26 and AB 1X 27 unconstitutional and also requested a stay until the Court decides the issue. Today, by a 6-1 vote, the Supreme Court granted the stay which freezes everything in place and set a briefing schedule for parties to present arguments. The Court should make a decision by January 15, 2012. The good news is that the Court felt the lawsuit has enough of a chance of prevailing to have taken this action. The freeze applies to the City as well.

Paul Ashworth reported that there was no change in sales at the Villages to report, but the developer for Far West has 13 homes in escrow and has submitted plans to complete the final portion of the project. Recently published housing values in Santa Fe Springs reflect an increase of 9 percent.

4. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the Regular Community Development Commission Meeting of July 14, 2011

Recommendation: That the Community Development Commission approve the minutes as submitted.

Commissioner Moore moved the approval of Item 4A. Commissioner Trujillo seconded the motion, which carried unanimously.

NEW BUSINESS

5. Interstate 5 Water Main Relocation Design at the Carmenita Road and Alondra Boulevard Segments

Recommendation: That the Community Development Commission endorse staff's recommendation to incorporate the installation of a new water main pipeline crossing under the Interstate 5 Freeway into the project.

Commissioner González moved the approval of Item 5; Vice Chair Rounds seconded the motion which carried unanimously.

CITY COUNCIL

6. CONSENT AGENDA

Approval Minutes

A. Minutes of the Adjourned City Council Meeting of July 7, 2011

Recommendation: That the City Council approve the minutes as submitted.

B. Minutes of the Regular City Council Meeting of July 14, 2011

Recommendation: That the City Council approve the minutes as submitted.

Councilmember Trujillo moved the approval of Items 6A and B; Mayor Pro Tem Rounds seconded the motion which carried unanimously.

7. PUBLIC HEARING

2011 Edward Byrne Memorial Justice Assistance Grant Program (JAG)

Recommendation: That the City Council: (1) Open the Public Hearing for those wishing to speak on this matter; and (2) Approve the expenditure of Federal funds (Edward Byrne Memorial Justice Assistance Grant) as outlined in the plan contained herein.

Mayor Serrano opened the Public Hearing at 6:15 p.m. There being no one wishing to speak on this item, Mayor Serrano closed the Public Hearing at 6:16 p.m.

Councilmember González moved the approval of Item 7; Councilmember Trujillo seconded the motion which carried unanimously.

ORDINANCE FOR INTRODUCTION

8. Ordinance 1026 - Determining Compliance with the Voluntary Alternative Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Community Development Commission of the City of Santa Fe Springs

Recommendation: That the City Council waive further reading and introduce Ordinance No. 1026, an ordinance determining compliance with the Voluntary Alternative Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Community Development Commission of the City of Santa Fe Springs.

The City Attorney read the Ordinance by title.

The City Manager pointed out that there was a typo in the body of the report; the figure of \$300,000 should be \$3,000,000.

Mayor Pro Tem Rounds moved the approval of Item 8 as corrected; Councilmember Moore seconded the motion. Councilmember González asked if the City had agreed to pay \$9.2 million to the State. The City Manager stated that the Supreme Court issued the stay and committed to decide the matter prior to the date which the payment would be due. If the City is required to make the payment, it is anticipated that \$6.5 million would be paid out of Housing Set Aside Funds and the balance from the CDC General Fund. Councilmember Moore asked if the payment is made to the State or the County. The City Manager answered that the payment would go to the State and would be used to backfill at the local level. The motion carried unanimously.

NEW BUSINESS

9. Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to execute a two-year Agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

Councilmember Trujillo moved the approval of Item 9; Councilmember González seconded the motion. Mayor Pro Tem Rounds asked if the contract would be backdated to August 1, 2011. The City Manager stated that it would. He added that the first year of the contract allowed the concessionaire to operate rent-free, but that a rental fee would apply in the second year. Mayor Serrano asked if the City concessionaire had purchased equipment from the City, and if so, at what cost? The City Manager will provide this information to the Council. The motion carried unanimously.

10. Lease of City-Owned Land

Recommendation: That the City Council authorize the Director of Planning and Development to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

Councilmember Trujillo moved the approval of Item 10; Councilmember González seconded the motion. Paul Ashworth stated that this is the third year that the County has leased this property for the purpose of staging delivery trucks used during the November election. Mayor Pro Tem Rounds asked if the project planned on this site was still moving forward. Paul Ashworth stated that it was. Councilmember Moore asked how many units would be built on the site. Paul Ashworth stated that in total 54 units would be built. The motion carried unanimously.

11. Approval to Initiate a Constructability Review of the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Accept the Cost Proposal from AECOM in the amount of \$87,124 to conduct a Constructability Review; and (2) Authorize the Director of Public Works to execute a Letter of Intent and issue a Task Order to AECOM.

Councilmember Moore moved the approval of Item 11; Councilmember Trujillo seconded the motion which carried unanimously.

12. Supplemental Right-of-Way Acquisition Support Services for the Valley View Avenue Grade Separation Project

Recommendation: That the City Council: (1) Approve an extension of the contract with Epic Land Solutions, Inc. in the amount of \$175,936 to cover supplemental right-of-way acquisition support services for the Valley View Avenue Grade Separation Project; and (2) Authorize the Director of Public Works to execute the work order in order to incorporate these supplemental services into the contract.

The City Manager stated that staff recommended that this item be continued to the August 25 Council meeting in order for staff to provide additional information to the Council.

Mayor Serrano ordered that the item be continued to August 25.

13. Consideration of Budget Preparation Process

Recommendation: That the City Council adopt the proposed Budget Preparation Process as outlined in the body of this report.

Mayor Pro Tem Rounds asked if June was too late for the Subcommittee to meet. The City Manager stated that the budget would be presented in May so that the Subcommittee could meet as early as May, but there would be opportunities for input to the budget prior to that. Mayor Pro Tem Rounds moved the approval of Item 13; Councilmember Trujillo seconded the motion which carried unanimously. Councilmember Moore stated that he thought the proposed process was excellent.

Mayor Serrano recessed the meetings at 6:38 p.m.

Mayor Serrano reconvened the meetings at 7:10 p.m.

14. INVOCATION

The Invocation was given by Councilmember Moore.

15. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Joseph Alvaro who is working on a Communication Merit Badge.

INTRODUCTIONS

16. No members from the Youth Leadership Committee were present.

17. Mayor Serrano introduced Chamber Representative Dan Stepanian of CR&R Waste & Recycling.

18. ANNOUNCEMENTS

Mayor Serrano called on Carole Joseph for community announcements.

PRESENTATIONS

19. Introduction of Carlos Domene, Featured in ABC 7 "Cool Kids" Segment

Mayor Serrano called upon Parks & Recreation Director Carole Joseph to assist with the presentation. Carole Joseph introduced Carlos Domene and spoke about his volunteerism in the Teen Program. The Mayor presented Carlos with a certificate.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Serrano appointed Marisa González to the Youth Leadership Committee.

21. ORAL COMMUNICATIONS

Mayor Serrano opened Oral Communications at 7:24 p.m.

Kevin Alleva, 12513 Shoemaker Ave, SFS, asked the Council to reconsider closing the medical marijuana collectives in the City.

Allen McNicholas, 14308 Coolbank, La Mirada, asked the Council to reconsider closing the medical marijuana collectives in the City.

Jeremy Wollum, 21793 Camino Real, Shingletown, asked the Council to reconsider closing the medical marijuana collectives in the City

Brian Moralez 11414 ½ Fidel Ave, Whittier, asked the Council to reconsider closing the medical marijuana collectives in the City.

Victor Munoz, 14720 Raretin, Whittier, asked the Council to reconsider closing the medical marijuana collectives in the City.

Mayor Serrano closed Oral Communications at 7:39 p.m.

22. EXECUTIVE TEAM REPORTS

Don Jensen gave an update on the proposed Caltrans Public Meeting of August 22 and will provide the Council with packets prior to the meeting.

Thaddeus McCormack stated that a Special Meeting of the City Council, the Planning Commission, and the Traffic Commission is planned for September to provide a tour of the Caltrans project area.

Councilmember González asked how many lanes were planned for the I-5 expansion. Don Jensen stated there would be 10 lanes with a carpool lane in each direction.

Alex Rodriguez stated that the Fire Department's training facility has been certified by California Emergency Management as a Homeland Security Training Facility and added that the improvements were paid for by grant monies.

Thaddeus McCormack reported that a Commemoration of the 10th Anniversary of 9/11 would be held in the Town Center Plaza at 6:00 a.m. on September 11.

Mayor Pro Tem Rounds commended staff for the great Concert in the Park and stated that it was a true community event.

Councilmember Trujillo announced that she would be taking her daughter to college in Hawaii next week.

Councilmember Moore asked what became of the space previously occupied by the Family & Youth Intervention Program. The City Manager reported that it was vacant at this time. Councilmember Moore asked if the City of Norwalk had canceled one of its bus routes. The City Manager stated that they had changed Route 3 which eliminated some portions of it. Transportation staff is working with affected residents to accommodate their needs.

Mayor Serrano thanked everyone for attending the meeting.

23. ADJOURNMENT

At 7:50 p.m., Mayor Serrano adjourned the meeting.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

Community Development Commission

September 8, 2011

NEW BUSINESS

Authorization to Issue a Request for Proposals to Provide Project and Construction Management Services for the Interstate 5 Freeway Water Main Relocation for the Carmenita Road Segment

RECOMMENDATION

That the Community Development Commission authorize the Director of Public Works to issue a Request for Proposals to provide Project and Construction Management Services for the Interstate 5 Freeway Water Main Relocation for the Carmenita Road Segment.

BACKGROUND

The Interstate 5 (I-5) Freeway project involves approximately 13,000 feet of City water main relocation, 800 lineal feet of bore and jack pipeline for the Carmenita Road segment. Plans and specifications are almost complete and construction is anticipated to begin in November 2011.

The estimated construction cost of the project is approximately \$3,724,000, which is funded by the State in accordance with our existing utility agreement. Given the State's current project schedule, utility coordination required, project scope and complexity, staff recommends that a professional consultant with experience in the construction of water systems be retained to provide project and construction management services to the City. The City is the lead agency for the relocation of the water main infrastructure.

The Request for Proposals (RFP) is currently being developed by staff. A supplemental agenda report will be submitted to the City Council on September 6, 2011.

Upon Council approval, the RFP will be issued and advertised accordingly. Proposals received in response to the RFP will be evaluated by staff and a recommendation will be presented to the City Council.

FISCAL IMPACT

Project costs, including the cost of project and construction management services, are eligible for reimbursement.

INFRASTRUCTURE IMPACT

The issuance of a Request for Proposals will not impact the infrastructure of the City of Santa Fe Springs. The project, however, will have a positive impact, in that it will result in the relocation of the City's water system impacted by I-5 Freeway widening and will provide for improved conveyance of water distribution to customers.

Thaddeus McCormack
City Manager

Attachment(s):
None.

REFER TO 4A

**CITY OF SANTA FE SPRINGS
MINUTES FOR THE SPECIAL MEETING
OF THE CITY COUNCIL**

AUGUST 15, 2011

1. CALL TO ORDER

Mayor Serrano called the Special City Council meeting to order at 6:05 p.m.

2. ROLL CALL

Present: Councilmembers González, Moore, Trujillo, Mayor Pro Tem Rounds, and Mayor Serrano

Also present: Thaddeus McCormack, City Manager; Anita Jimenez, Deputy City Clerk

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Serrano.

NEW BUSINESS

4. Receipt of City Clerk's Certification re Election on November 8, 2011

Recommendation: That the City Council received the City Clerk's Certification that there are not more Candidates than Offices to be Elected.

Councilmember Moore moved the approval of Item 4; Councilmember González seconded the motion which carried by the following roll call vote:

Ayes:	González, Moore, Rounds, Serrano, Trujillo
Noes:	None
Absent:	None

5. ADJOURNMENT

At 6:10 p.m., Mayor Serrano adjourned the meeting.

Joseph D. Serrano, Sr.
Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

September 8, 2011

CONFERENCE AND MEETING REPORT

Councilmember González' Attendance at the 2011 Chamber Workshop

RECOMMENDATION

That the City Council receive and file the report.

Councilmember González attended the 2011 Chamber Workshop in Palm Desert from August 18-20, 2011.

Luis M. González
Councilmember



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Approval of Agreement for Environmental Legal Services

RECOMMENDATION

That the City Council approve the agreement for Environmental Legal Services with PC LAW Group.

BACKGROUND

As Council members have been informed, Colin Lennard, the City's long-time environmental attorney, has left private practice and is no longer available to do work for the City. As a result, it is necessary for the City to enter into an agreement with a new environmental attorney to provide legal services on an as-needed basis, pertaining to a variety of issues which arise from time-to-time in the City. Those needs tend to arise because the City operates its CUPA, and because of environmental issues pertaining to the oil field and other types of industrial uses in the City.

Historically, the City Council has looked to the City Attorney to choose legal counsel when the City requires specialized legal services. In this circumstance, the City Attorney has recommended that the City enter into an agreement with PC Law Group, whose principal is Patricia (Pat) Chen. Ms. Chen worked for many years as Colin Lennard's associate at their former law firm, until she left that firm a few years ago to start her own firm specializing in environmental law. She is extremely well-qualified to provide all of the services which the City requires. Furthermore, as a result of the many years she spent working with Mr. Lennard, she is familiar with the City and its issues, and is well-known to, and respected by, the staff. In short, this will be the smoothest possible transition.

Note that the City Attorney will serve as a "gatekeeper" regarding engagement of Ms. Chen's services. Staff will be instructed to contact the City Attorney first before getting her involved in any new matters.


Thaddeus McCormack
City Manager

Attachment:

Retainer agreement for Environmental Legal Services

**CITY OF SANTA FE SPRINGS
AND
PC LAW GROUP**

ATTORNEY FEE AGREEMENT

THIS AGREEMENT is made by and between the client whose name appears below (referred to herein as "Client") and the attorneys whose names appear below (referred to herein as "Attorneys").

1. Services to Be Provided by Attorneys. Client hereby engages Attorneys to provide all legal services reasonably required to represent Client in connection with the matter (the "Matter") described in the schedule commencing after the signature lines below (the "Schedule"). In order to enable Attorneys to render these services effectively, Client shall be truthful with Attorneys in discussing the Matter and shall keep Attorneys apprised of all developments regarding the Matter. Client shall otherwise cooperate with Attorneys in the Matter and shall be reasonably available to attend meetings, court appearances, or other proceedings in connection with the Matter. Client hereby acknowledges that Attorneys are not Client's general counsel and that acceptance of this engagement by Attorneys does not involve representation of Client or Client's business interests in any matter other than the Matter.

2. Fees.

a. As compensation for the services to be performed by Attorneys pursuant to **Section 1** above, Client agrees to pay fees to Attorneys at the basic hourly rates set forth on the Schedule subject to periodic changes as provided herein and subject to adjustment as provided in **Section 2(b)** below. The basic hourly rates set forth in the Schedule shall remain in effect until such time the parties agree in writing to amend the Agreement to modify the rates.

b. Time for legal personnel is charged in the minimum increments set forth on the Schedule, except as may otherwise be noted on said Schedule with respect to a specific task. Any minimum time charges for a specific task noted on the Schedule are subject to periodic change in the same manner provided for the basic hourly rates as set forth in **Section 2(a)** above.

c. All time spent in connection with the Matter by the legal personnel designated by Attorneys to handle the Matter shall be billed to Client in accordance with this **Section 2**. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the Matter. When such personnel engage in office conferences, each person will charge for his or her time expended. Likewise, if more than one of Attorneys' legal personnel attends a meeting, court hearing or other proceeding, each will charge for his or her time. Attorneys shall assign legal personnel to the Matter solely in Attorneys' judgment.

d. Client hereby acknowledges that although Attorneys may, from time to time for Client's convenience, furnish Client with estimates of the amounts of fees which Attorneys anticipate will be charged with respect to services to be performed under this Agreement, such estimates are by their nature inexact and are not binding on either Attorneys or Client.

3. **Costs and Expenses.** Client agrees to pay Attorneys, in accordance with this **Section 3**, all costs and expenses incurred in performing legal services in connection with the Matter. Such costs and expenses may include, without limitation, long-distance telephone calls, messenger and other delivery fees, overnight mail, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations which shall be in addition to the hourly rates for travel time, photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, investigator's fees, expert's fees, or consultant's fees, and other similar items. Except as may be listed on the Schedule, all such items will be charged to Client at Attorneys' cost. The charges for any items listed on an attachment hereto are subject to periodic change in the same manner provided for the basic hourly rates as set forth in **Section 2(a)** above.

4. **Retainer.** If specified on the attached schedule, Client hereby agrees to pay, upon execution of this Agreement, a retainer (the "Retainer") which shall be deposited in a trust account. This Agreement shall take effect upon execution of this agreement. However, the effective date of Attorneys' representation will be retroactive to the date services were first performed. The Retainer, if any, shall be applied against Attorneys' periodic invoices to Client. After satisfaction of any such invoices that are outstanding at the conclusion of the representation, any unused portion of the Retainer shall be refunded to Client. Client hereby authorizes Attorneys to withdraw the Retainer from the trust account and apply the Retainer in the manner set forth herein.

5. **Billings.** Attorneys will send Client an invoice for fees and costs incurred on a monthly basis. Client shall pay each such invoice within 30 days of its date. If the amount shown as due on our monthly statement is not paid within 30 days, the unpaid balance will bear interest at the rate of 1% per month. Attorneys' invoice shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Attorneys' fees. Attorneys shall provide Client with an invoice within ten (10) days of Client's request. Client may make subsequent requests for invoices at intervals of no less than thirty (30) days following the initial request.

6. **Grant of Lien.** Client hereby grants Attorneys a lien on any and all causes of action which Client may assert in any court action brought by Attorneys on Client's behalf under this Agreement. Such lien shall be in addition to all other rights of Attorneys to receive sums owing from Client under this Agreement.

7. **Insurance.** Pursuant to §6147 or §6148 of the **California Business and Professions Code**, as applicable, Attorneys hereby disclose that Attorneys maintain errors and omissions insurance coverage applicable to the services to be performed by Attorneys.

8. **Disclaimer.** Attorneys have made no promises or guarantees to Client concerning the outcome of the Matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

9. **Termination of Services.**

a. Client shall have the right at any time to terminate Attorneys' services upon written notice to Attorneys, and Attorneys shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

b. If Client fails to meet any of Client's obligations under this Agreement, Attorneys shall have the right to terminate this Agreement, and Client shall take all steps necessary to free Attorneys of any obligation to perform further, including without limitation the execution of any documents necessary to complete Attorneys' discharge or withdrawal. The right of Attorneys hereunder is in addition to those created by statute or recognized by rules of professional conduct.

10. **Voluntary Arbitration.** The parties understand that Attorneys are required to arbitrate any fee dispute under this Agreement. Client agrees to such arbitration by the Orange County Bar Association pursuant to **California Business and Professions Code §6200**. Subject to applicable bar rules, the prevailing party in any such arbitration shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute.

11. **Conflict of Interest Waiver.** The Rules of Professional Conduct require a client's informed written consent before an attorney may begin or continue to represent a client, if the attorney has or has had a relationship with another party interested in the subject matter of the proposed representation of the client. Currently, no such potential conflict of interest exists.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

DATED: _____

CLIENT:

ATTORNEYS:

CITY OF SANTA FE SPRINGS

PC LAW GROUP

By: _____
MAYOR

By: _____
PATRICIA J. CHEN
PRINCIPAL

CITY HALL
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

18201 VON KARMAN, SUITE 1080
IRVINE, CA 92612
OFFICE: 949.209.9019
FAX: 949.208.6869

**DESCRIPTION OF MATTER
AND SCHEDULE OF RATES**

1. CLIENT: City of Santa Fe Springs

MATTER: 1024 Legal Services re: Environmental and Land Use Issues

This Agreement is for services to be rendered to City of Santa Fe Springs (Client), including telephone conferences, meetings, negotiations, pleadings, hearings, correspondence and/or memoranda, research and preparation of any documents necessary to assist in Client's Matter. New matters outside this scope will entail the following: (1) a new fee agreement and (2) our standard hourly rates will apply, unless some special fee arrangement is made. Patricia J. Chen, principal, will be the principal attorney in charge of this matter and may utilize the services of other attorneys in the firm.

2. FEES: Standard hourly rates.

All hourly rates are billed in minimum increments of **.10 (tenths)** of an hour.

Hourly rates will be charged for any additional work beyond the scope of the legal services described above.

Rates per Hour:	Year 2011
All Attorneys	\$325.00
Paralegal	\$150.00

3. COSTS AND EXPENSES CHARGED TO CLIENT ABOVE ATTORNEYS' COST:

Duplication\$.15/page	Database Research (varies based on research type).....Direct Cost
FeesApplicable Fees Court Filing Fees Commissioner of Corporations Deposition/Transcript Fees Franchise Tax Board Filing Fees Secretary of State Filing Fees Trademark/Patents Application, Annuity Fees, etc. Recording Fees (Deeds) (List not inclusive)	Travel Mileage \$.51 per mile or current IRS rate Delivery Services:Direct Cost Messenger Service (varies by delivery location) Federal Express, UPS (varies by size, weight and Location)
Long-Distance Telephone..... Direct Cost International Calls..... Direct Cost	Witness FeesDirect Cost
Large Facsimiles (Outgoing Faxes).....Direct Cost	Postage Standard Postal Rates

It is Attorneys' general practice not to charge Client for telephone charges, small photocopying jobs, and telecopying service (incoming or outgoing). However, Client will be responsible for all other out-of-pocket expenses incurred on its behalf, such as travel, meals, parking, transcripts of proceedings, and services such as messenger or delivery service and large photocopying jobs. Expenses will be separately itemized in Client's billing statements as "Costs."



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Agreement with the Los Angeles County Metropolitan Transportation Authority for the Valley View Grade Separation Project

RECOMMENDATION

That City Council take the following actions:

1. Approve Amendment No. 2 to the Letter of Agreement (LOA P0008092) with the Los Angeles County Metropolitan Transportation Authority for the Valley View Avenue Grade Separation Project to extend the expiration of CMAQ grant funds to June 30, 2013; and
2. Authorize the Mayor to execute Amendment No. 2.

BACKGROUND

In 2006 the City executed a Letter of Agreement (LOA) with the Los Angeles County Metropolitan Transportation Authority (MTA) to secure \$14,489,000 in CMAQ funding for the Valley View Grade Separation Project.

The MTA is currently processing an amendment to the LOA that will allow CMAQ funding to remain committed to the project. The amendment will extend the termination date of the original LOA to June 30, 2013.

The attached amendment has been developed by MTA. The Amendment was approved by the MTA Board on August 4, 2011.

FISCAL IMPACT

The CMAQ funding is an essential element of the financing plan for the Valley View Avenue Grade Separation.

INFRASTRUCTURE IMPACT

The Valley View Grade Separation Project will result in better circulation, improved safety for motorists and more efficient rail operations.

Thaddeus McCormack
City Manager

Attachment(s)

Amendment No. 2

Report Submitted By: Don Jensen, Director
Public Works Department

Date of Report: August 31, 2011



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

August 26, 2011

Mr. Don Jenson
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

RE: Amendment #2 to the Letter of Agreement for the Valley View Grade Separation Project

Dear Mr. Jenson:

Enclosed find three original Amendments to the Letter of Agreement for the Valley View Grade Separation Project, LACMTA Call for Projects ID# 8092. The amendment extends the lapse date of all LACMTA grant funds to June 30, 2013.

Please obtain the necessary signatures and return all originals to me at the address that follows:

Jon Grace
LACMTA m/s stop 99-22-9
One Gateway Plaza
Los Angeles, CA 90012

If I can be of any additional assistance, please call me at (213) 922-4848 or e-mail to gracej@metro.net.

Sincerely,

Jon Grace
Project Manager

Enclosures

RECEIVED
CITY OF SANTA FE SPRINGS
2011 AUG 29 AM 9:45

AMENDMENT NO. 2
LETTER OF AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Letter of Agreement (this "Amendment"), is dated as of August 12, 2011, by and between the City of Santa Fe Springs ("Project Sponsor"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Project Sponsor and LACMTA entered into that certain Letter of Agreement No. LOA.P0008092, dated July 28, 2006, which was amended on July 22, 2009 (as amended, the "Existing LOA"), which Existing LOA provides for the West Valley View Grade Separation @ BNSF Track Project; and

B. Whereas, LACMTA Board on August 4, 2011, desires to extend the lapsing date of Funds programmed for ALL programmed Fiscal years to June 30, 2013; and

C. The parties desire to delete Attachment B and all references thereto.

D. Project Sponsor and LACMTA desire to amend the Existing LOA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part 2, Paragraph 6.1(ii) of the Existing LOA is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for All Programmed Years are subject to lapse on June 30, 2013. Project Sponsor shall obligate these Funds by the lapsing date."

2. The parties have agreed that the financial plan is no longer required and therefore, Attachment B and all references thereto are hereby deleted.

3. Except as expressly amended hereby, the Existing LOA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing LOA that are not expressly amended by this Amendment shall remain unchanged.

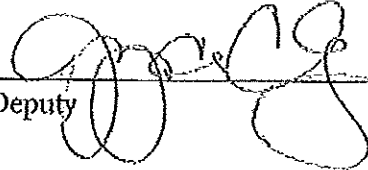
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

Approved as to form:

ANDREA SHERIDAN ORDIN
County Counsel

By:  _____ Date: 8/25/11
Deputy

CITY OF SANTA FE SPRINGS

By: _____ Date: _____
Joseph D. Serrano, Sr.
Mayor

Approved as to form:

By: _____ Date: _____
Steven N. Skolnik
City Attorney



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Amendment to Agreement for Employment of City Manager

RECOMMENDATION

That the City Council approve the amendment to the employment agreement between the City and Thaddeus McCormack

BACKGROUND

The City Manager's employment agreement contains a provision requiring him to pay a small percentage of the cost of his medical insurance and of the employee's contribution to CalPERS. Subsequent to the entry into that agreement, the City learned that CalPERS does not allow an employer to treat a single employee differently than the employer treats the group of employees to which that individual employee belongs. And, of course, the recent benefit package for management employees approved by the Council requires a substantially larger contribution from employees than what was provided in the City Manager's agreement.

The proposed amendment does nothing other than remove from the existing agreement the language which required the 'exceptional' treatment which was to apply only to the City Manager; it leaves intact the language which provides that he is to receive the same benefits as "senior management employees." The effect will be to make the agreement consistent with legal requirements and actual practices.


Thaddeus McCormack
City Manager

Attachment:

Amendment #1 to City Manager Employment Agreement

**FIRST AMENDMENT TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 11th day of September, 2011, by and between the City of Santa Fe Springs, a California general law municipal corporation of the State of California ("Employer"), and Thaddeus McCormack ("Employee"). This Amendment amends that certain "Agreement for Employment of City Manager" by and between the parties dated _____ (the "Agreement").

Subsection B of Section 4 of the Agreement is hereby amended to read as follows:

Benefits. Employee shall receive such other and further benefits, in such amounts and to such extents as accorded to Employer's senior management employees.

In all other respects the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Amendment, below, as of the date first written above.

CITY OF SANTA FE SPRINGS

Mayor

Thaddeus McCormack

Attest:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Councilmember Requested Item – Contract for Zamora Landscape

RECOMMENDATION

That the City Council take the following actions:

1. Consider a request from Mayor Serrano that the City enter into a three-year contract with Zamora Landscape for certain landscape maintenance services; and
2. Direct the City Attorney and staff to develop a contract agreement for formal approval by the City Council.

COUNCILMEMBER REQUEST

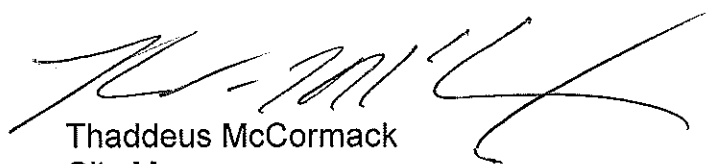
Mayor Serrano is asking the City Council to consider authorizing a three-year contractual agreement with Zamora Landscape for certain landscape maintenance services. This term would be consistent with contracts the City has with other maintenance contractors.

BACKGROUND

The original agreement with Zamora Landscape (Attachment 1) was approved by the City Council in July 1992. At that time Zamora Landscape was hired to maintain the landscaping at the Police Services Center. Over time, Zamora took on other areas at the City's request. This included the southeast corner of Jersey Avenue and Telegraph Road, Lakeview Child Care Center, and northeast corner of Los Nietos Road and Norwalk Boulevard.

In May 2006 the City Council approved a transfer of the contract from Jose Zamora to Daniel Zamora (Attachment 2). Since 2006 Zamora Landscape has maintained all areas to the City's satisfaction and consistent with the high level of service provided by Zamora Landscape during the entire 19 years it has been working for the City.

The original agreement did not include a specific term and essentially, all services provided by Zamora Landscape since 1992 have been provided on a month-to-month basis. At a monthly cost of \$3,388, Zamora Landscape is presently paid a total of \$40,656 annually to maintain the areas described above.


Thaddeus McCormack
City Manager

Attachment(s)

1. 1992 Agreement
2. 2006 Agreement

AGREEMENT AND CONTRACT

CITY OF SANTA FE SPRINGS, CALIFORNIA

THIS AGREEMENT is made and entered into this 1st day of July, 1992 by and between Jose Zamora doing business as Zamora Landscape and the City of Santa Fe Springs, a municipal corporation, hereinafter, for convenience, referred to as "City".

WHEREAS, Contractor was duly awarded the contract for the work hereinafter described:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the documents incorporated herein by reference, the parties do hereby agree as follows:

1. Contractor shall do and perform, or cause to be done and performed, in good workmanlike manner, under the direction and to the satisfaction of the City Engineer, and furnish the necessary materials required for the execution thereof, which materials shall comply with the specifications hereinafter mentioned and referred to, and be to the satisfaction of the said City Engineer, all of the hereinafter mentioned work or improvement, to wit:

LANDSCAPE MAINTENANCE SERVICES POLICE SERVICE CENTER

For further particulars, reference is hereby made to the specifications incorporated herein and are made a part hereof, and reference is hereby made thereto for a more particular description of said work. Said work shall further be done strictly in accordance with the specifications approved by the City Engineer.

2. Contractor shall, at Contractor's expense, furnish all necessary materials and labor for such work. The materials used therein shall comply with the said specifications and be to the satisfaction of the said City Engineer. This contract is not transferable to any other contractor without City approval.

3. City agrees to pay the Contractor for work and materials satisfactorily furnished at the prices set forth in the proposals made by the Contractor and accepted by the City, to which proposals reference is hereby made, and which proposals are incorporated herein by this reference. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. The City may agree to adjust the prices paid for the maintenance of the various areas not to exceed the Consumer Price Index on an annual basis.

4. This Agreement shall commence July 1, 1992.

5. This service agreement may be cancelled for cause by either party with ninety (90) days written notice. Failure to comply with the terms of the contract is cause to terminate the contract immediately. This contract cannot be transferred to any other contractor without prior approval of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ZAMORA LANDSCAPE

By: Jose Zamora
CONTRACTOR

CITY OF SANTA FE SPRINGS

By: John Rios 7-9-92
DIRECTOR OF PUBLIC WORKS

(Aguilera/Zamora,Con)
7/2/92

**CITY OF SANTA FE SPRINGS
STANDARD SPECIFICATIONS
FOR LANDSCAPE MAINTENANCE CONTRACTORS**

The intent of this specification is to define the high level of performance we expect of all landscape maintenance contractors.

Should either party choose to terminate this contract, a 90-day written notice shall be given to the other party.

The order of authority of specifications is as follows: (Any special provisions shall rule over these standard provisions)

1. The Contractor shall maintain public liability, property insurance and Worker's Compensation Insurance which is acceptable in scope and form to the City of Santa Fe Springs. If other insurance, such as railroad insurance, should be required, it shall be provided as required at no extra cost. All subcontractors shall be approved prior to beginning any work and shall comply with all requirements.
2. The Contractors who do work for the City shall not knowingly hire illegal alien workers. The City reserves the right to immediately revoke the contract of any Contractor who violates this requirement. If requested, the Contractor shall provide the City with full identification of all workers employed by the Contractor.
3. The Contractor shall provide appropriate uniforms for all personnel working on City property. These uniforms shall be approved by the City Engineer and shall be worn in a reasonable manner at all times on the job.
4. After it has been determined by both parties that there has been damage by the Contractor to public or private property, Contractor shall be responsible for repair or replacement of same.
5. The Contractor shall provide, in writing, schedules for all maintenance activities and locations, (including pesticide applications). The Contractor shall notify the City in writing and receive approval prior to any proposed revisions in the schedule (excluding rain days). The City reserves the right to revise the schedules as necessary.
6. The Contractor shall have a responsible supervisor on the job each work day. The supervisor shall be equipped with a pager so that we will be able to contact him or her during normal working hours, which are from 6:00 a.m. to 2:30 p.m., Monday through Friday, excluding holidays.

7. The Contractor shall meet weekly with City staff to review maintenance needs.
8. The Contractor shall furnish all labor, equipment, and required materials to maintain all contracted areas to a level of health and beauty acceptable to the City.
9. The Contractor is not responsible for any damages or conditions due to circumstances beyond his control; i.e., vandalism, weather, vehicle damage, tree roots, city directed water shut-offs.
10. The City shall have the right of approval of all plant material, chemicals, fertilizers, and other required materials.
11. The Contractor shall make arrangements for back-up equipment, i.e., equipment rental, to assure that all maintenance activities are completed as scheduled.
12. The Contractor shall utilize City Facility bins on scheduled maintenance days for disposal of trash, clippings, and debris routinely generated on site.
13. If the Contractor fails to perform any maintenance activities to the City standards, after notification in writing and reasonable response time, the City reserves the right to perform the necessary work, or hire another Contractor and delete the costs, including administration costs, from the Contractor's payment.
14. Call outs of City staff directly caused by the Contractor's actions will be back charged to the Contractor. Call outs of Contractor's personnel which are necessitated by circumstances other than Contractor's negligence shall be paid for by the City at current contract hourly rate, with a 4 hour minimum per employee. Call outs shall be authorized by Public Works or Administration staff only.
15. Weeks that include holidays: The Contractor is to modify schedule to assure that all contracted areas are mowed, and all accumulated trash and debris is removed.
16. Weeks of inclement weather: Contractor shall mow and remove trash and debris from locations designated by the City within the working hours remaining in that particular 40 hour work week.
17. Days of inclement weather: Contractor shall provide a minimum crew to be on standby with 1 hour maximum response time between the hours of 6:00 a.m. to 2:30 p.m. to resolve any emergency situations, i.e., fallen branches, broken tree ties, etc.
18. No extra work or change orders will be allowed unless prior approval is given by the City Engineer or his authorized representative, in writing.
19. It is anticipated that new areas of maintenance may be added during the year and these costs shall be negotiated. Other areas may be deleted to balance the workload of the Contractor and the City forces. Areas will not be deleted at a rate greater

than 10% per quarter.

20. A complete list of equipment rental rates shall be provided and approved prior to signing of contract. Certified payrolls may be required at any time, and no extra pay will be provided.

21. The City Engineer, or his representative, may authorize or order the Contractor to make repairs at the following rates of hourly pay for the duration of the contract; except cost of operations adjustments which may be on a yearly basis.

General Foreman/Supervisor	\$30.00
Foreman	20.00
Leadman	17.00
Irrigation Repairman	36.00
Laborer	16.00
Trainee	12.00

The rate of pay shall include transportation and any necessary hand tools. The Contractor shall supply the labor as directed, and no other compensation shall be paid. All sprinkler parts, fittings, and pipe shall be paid for at the wholesale price and taxes, plus 15%.

TURF AREAS

ACTIVITY

A. Mow - Mower shall be equipped to catch clippings. Height depends on type and use of turf.

B. Edge - Walkways, bomanite, mow strips, and utility boxes.

C. Areas approved by City for weedeating shall be trimmed to a height equal with mowing height.

D. Mechanical control of turf shall not be allowed around sprinkler heads, which pop up high enough for proper coverage.

E. Remove all debris, paper and bottles prior to mowing.

F. Fertilize - Complete fertilizer four times a year.

G. De-thatch - Prior to over-seeding. Mow down is acceptable method to de-thatch. Verticut method may be negotiated as an extra.

H. Aerate all lawn areas once a year. Remove plugs next mowing.

- I. Overseeding 20 lbs. per 1000 sq. ft. Seed furnished by City. Applied by Contractor on Turf areas. As per City request.

SHRUB AREAS

ACTIVITY

- A. Trim and shape shrubs and ground cover.
- B. Trimming of shrubs and hedges to be specified by City.
- C. Plant material shall be trimmed within contract areas and should not be allowed to grow into private property.
- D. Remove dead portions and blossoms of plant material.
- E. Replace declining plant material with same size and specie after it has been determined that it was due to Contractor's neglect.
- F. Cultivate beds and planters, except during pre-emergent application.
- G. Fertilize - Complete fertilizer as necessary to maintain slope area ground covers to high standard of health and growth.

TREE WELLS

ACTIVITY

- A. Edge ground cover.
- B. Remove weeds, debris and rake clean.
- C. Sweep and/or blow soil and gravel back into well after maintenance activity.
- D. Fertilize ground cover with complete fertilizer to maintain a lush vigorous growth.

HARDSCAPE

ACTIVITY

- A. Remove week growth in joints and cracks from walkways, bomanite, mow strips, curbs, gutters and other hardscape, adjacent to landscaped areas.
- B. Hardscape in and adjacent to City contracted landscape areas shall be kept clear of dirt, mud, trash, and debris which is either unsightly or unsafe.

- C. **Curb and gutters** - Remove gravel and sand build up, pick up all debris. If blowers are used, the nozzles shall be operated parallel with the traffic; no material shall be intentionally be blown toward traffic or toward the travelled way.

PEST CONTROL

ACTIVITY

- A. **M.S.D. Sheets** - Contractor shall furnish to City Material Safety Data Sheets for all hazardous material; i.e., pesticides, fertilizers, used in City contracted areas.
- B. Contractor shall assure that applicators meet current regulations and requirements.
- C. Pest control to include controllable pests; i.e., diseases, insects, gophers, etc. in all contract areas. Ground squirrels and tree spraying shall be excluded.

IRRIGATION MAINTENANCE

ACTIVITY

- A. The Contractor shall maintain the irrigation system in an efficient manner. Excessive watering will not be allowed. Any water cost over the required amount per acceptable landscape standards may be back charged to Contractor. The Contractor shall be notified in writing of overwatering of any given area and shall be asked to rectify same. If overwatering without cause continues, the Contractor may be back charged.
- B. Irrigation maintenance shall consist of proper operation of system, check of system coverage, cleaning and adjustment of sprinkler heads; adjusting to proper grade any existing valve boxes and sprinkler heads, programming of controllers per seasonal requirements, and cleaning of controller enclosure. Existing sprinkler heads shall be maintained at sidewalk or mow strip levels except where ground level is uniformly below concrete level.
- C. System maintenance check and adjust as necessary to assure proper irrigation.
- D. Controllers and enclosures; Remove trash and debris, keep free of insects, lubricate locks periodically for ease of operation. City will supply lubricant.
- E. The Contractor shall assure all controllers are turned off when requested by City, usually during periods of rain. (During normal working hours, Monday-Friday 6:00 a.m. - 2:30 p.m.) City will assist with turning off and on by furnishing a minimum of one person. Murray's shall furnish keys as needed.

IRRIGATION REPAIR

ACTIVITY

- A. Irrigation repair shall consist of repair or repairs to any existing irrigation system, i.e., valves, sprinklers, heads, pressure lines, lateral lines, wiring or any other repair for 40 hours per week. The City shall provide necessary parts and supplies needed for each repair. The Contractor shall not be responsible for repair of controllers but will remove and reinstall for repair of new units or testing of vacuum breakers and backflow prevention devices. City will schedule testing of backflow devices with Contractor. (Testing by City.) Contractor will not be responsible for root pruning, or hardscape removal and replacement to accomplish repairs. Contractor may be required to bore five feet or less.
- B. The City will supply irrigation parts and/or controllers to the Contractor for installation by Contractor's forces in the event of vehicular damage, theft or vandalism. The City will pay per contract hourly rates or approved lump sum proposal for repair or replacement of the landscape and irrigation damaged by vehicles, theft or vandalism. However, the City reserves the right to make the above repairs with City personnel or others if City determines it is in the best interest of the City. City will provide stock irrigation parts for repairperson's truck. Contractor may purchase out of stock parts or specialized parts per page three. (Wholesale price plus tax plus 15%.)

IRRIGATION SYSTEM UPGRADES

ACTIVITY

- A. Irrigation system upgrades shall consist of retrofit of systems with new or improved components, addition of sprinkler heads or valves, installation of new valves, controllers, vacuum breakers, backflow prevention devices, sprinkler heads, wire, pressure or lateral lines, and valve boxes. System upgrades may be performed within the current negotiated hours in which the Contractor is retained or the City can authorize additional work, per proposal, at current contract hourly rates.

COLOR REPLACEMENT

ACTIVITY

No color areas shall be removed until new materials are available unless otherwise agreed; all areas shall be replanted within the same week they are removed, unless existing plants are in extreme decline and replacement color is not immediately available.

- A. Change annual color - Last two weeks of October (except areas where Poinsettias will be installed.)

B. Change color - First two weeks in March.

C. Change color - First two weeks in June.

D. Variety to be approved by City. (All schedules are dependent on variety availability.)

E. Any color which is damaged or declines due to circumstances beyond Contractor's control (i.e., frost, weather, vandalism, vehicle damage, etc.) shall be replaced at an extra cost per current contract unit price.

GENERAL PROVISIONS

1. This Agreement shall commence July 1, 1992.

2. This service agreement may be cancelled for cause by either party with ninety (90) days written notice. Failure to comply with the terms of the contract is cause to terminate the contract immediately. This contract cannot be transferred to any other contractor without prior approval of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: Jose Zamora
CONTRACTOR

CITY OF SANTA FE SPRINGS

By: John Rice 7-9-92
DIRECTOR OF PUBLIC WORKS

TED S.



City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

June 27, 2006

Daniel Zamora
9618 Bartley Avenue
Santa Fe Springs, CA 90670

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2006 JUN 27 AM 10:42

Mr. Zamora:

Enclosed for your records is a fully-executed copy of the Landscape Services Agreement between your company and the City of Santa Fe Springs.

Cordially,

Barbara Earl
City Clerk

Enclosure

cc: Donald Jensen, Director of Public Works

LANDSCAPE SERVICES AGREEMENT

This Agreement is made and entered into effective May 25, 2006, by and between the City of Santa Fe Springs, a municipal corporation ("City"), and Daniel Zamora ("Contractor"). The parties hereby agree as follows:

1. Contractor shall provide landscape services to City, and shall furnish all necessary labor and materials at his expense, pursuant to the "Standard Specifications" attached hereto as Exhibit "A", and as specifically set forth in the "Special Provisions" attached hereto as Exhibit "B", which exhibits are incorporated by reference as though fully set forth herein. In the event of any conflict or inconsistencies in such exhibits, the provisions set forth in Exhibit "B" shall prevail.

2. City shall pay Contractor monthly for such services, in arrears, in the amounts set forth in Exhibit "B".

3. In performing such services, Contractor shall comply fully with all applicable laws and regulations, including but not limited to those pertaining to licenses, permits, workers' compensation and prevailing wages.

4. Contractor shall not assign all or any portion of his performance obligations to any other person or company, without the express, prior, written consent of City.

5. Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents, against any costs, damages, losses, liability or legal actions of any nature, to the extent that the same arise from any negligent or willful acts or omissions of Contractor or his employees or agents in the performance of this Agreement.

6. This Agreement shall continue in effect until terminated by either party as set forth herein. Either party may terminate this Agreement at any time for material cause, immediately upon giving written notice to the other party. Either party may terminate this Agreement at any time without cause, upon giving 90 days written notice to the other party.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

City of Santa Fe Springs

Daniel Zamora

Mayor

Attest:

City Clerk

Approved as to form.

City Attorney



City of Santa Fe Springs

City Council Meeting

September 8, 2011

UNFINISHED BUSINESS

Councilmember Requested Item - Request for Bus Loading Zone on Clarkman Street Between Orr and Day Road and Roseton Avenue

RECOMMENDATION

That the City Council consider and take appropriate action with respect to the recommendation from the Traffic Commission that the request for a bus loading zone on Clarkman Street 130 feet west of Roseton Avenue be denied.

COUNCILMEMBER REQUEST

This item was tabled by the City Council on August 25, 2011. Councilmember Trujillo is requesting that the item be reconsidered at this time by the City Council.

BACKGROUND

The Traffic Commission at their meeting of July 21, 2011 reviewed the attached report regarding a request from the Santa Fe Springs High School that a bus loading zone be installed on the north side of Clarkman and 130 feet west of Roseton Avenue in order to accommodate loading and unloading of special needs students. This request was initiated by Councilmember Trujillo.

Following a lengthy discussion of the issue, the Commission voted 5 to 0 to recommend to the City Council that the request be denied. It was the consensus of the Commissioners that the loading zone was unnecessary and that the unloading and loading of special needs students should be done on school grounds rather than on Clarkman Street.

The staff recommendation was that the request for a bus loading zone on Clarkman Street 130 feet west of Roseton Avenue be approved.

Thaddeus McCormack
City Manager

Attachment(s):

Traffic Commission Report



City of Santa Fe Springs

Traffic Commission Meeting

July 21, 2011

NEW BUSINESS

Request for Bus Loading Zone on Clarkman Street between Orr and Day Road and Roseton Avenue

RECOMMENDATION

That the Commission recommend to the City Council that a bus loading zone be established on the north side of Clarkman Street 130 feet west of Roseton Avenue.

BACKGROUND

A request was received by Councilmember Juanita Trujillo from representatives of Santa Fe High School for the establishment of a bus loading zone on Clarkman Street between Orr and Day Road and Roseton Avenue. This request was referred to the Public Works Engineering Division for follow-up and review. Note that this request is only for the bus that provides the transportation for the special needs students that attend Santa Fe High School. This report will review the area and identify any impacts that could affect the neighborhood.

Based on the last school year's bus operation, the bus would enter the parking lot at the signalized entrance at Orr and Day Road and Clarkman Street. The bus would then enter onto the campus via a motorized gate located at the southwest corner of the campus adjacent to Clarkman Street. The problem has been that students' vehicles follow the bus onto the campus thru the opened gate and it negates the school's efforts at trying to have a secure campus and keep students' vehicles in the exterior parking lots. For this reason Councilmember Trujillo was approached to see if the City could establish an on-street bus loading zone on Clarkman Street west of Orr and Day Road.

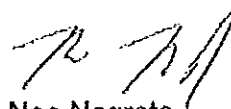
Clarkman Street east of Orr and Day Road is a local residential street with a curb to curb width of 36 feet. The street runs from the Orr and Day frontage road approximately 950 feet easterly where it terminates at a cul de sac east of Roseton Avenue. The street is unstriped and has one lane in each direction. The prima facie speed limit for Clarkman Street is 25 miles-per-hour. The north side of Clarkman Street is the south end of the Santa Fe High School campus while the south side of Clarkman Street is comprised of single family residences. There are various parking restrictions on Clarkman Street as shown on Figure 1 and listed below:

1. South side— From Orr and Day Road to Roseton Avenue—No Stopping or Parking 7:00 a.m. to 4:00 p.m. on School Days
2. North side—From Orr and Day Road to Roseton Avenue—No Stopping or Parking 7:00 a.m. to 4:00 p.m. on School Days
3. North side—From Roseton Avenue to easterly terminus—No Stopping Any Time

The classrooms for the special needs students are located at the south end of the high school campus near a gated driveway entrance. This driveway is located on the north side of Clarkman Street about 180 feet west of Roseton Avenue and is

used mainly for deliveries to the school. The parkway area located just east of this driveway is the location that has been requested by the high school for the bus loading zone. This location is shown on Figure 2 of this report and it falls within the No Stopping or Parking 7:00 a.m. to 4:00 p.m. on school days restricted zone. The parkway in this area is comprised of a 4-foot wide sidewalk and an 8-foot wide strip of stamped concrete with tree wells located behind the sidewalk. There is a curb ramp located adjacent to the driveway which could be used by wheelchair-bound students to travel from the sidewalk level down to the driveway level. The plan is that the teachers would meet the bus at the curb and then escort the students onto the campus to the nearby classrooms. According to information provided by high school representatives, there would be two buses in the morning dropping off students about 8:00 am and two buses in the afternoon picking up students between 2:00 pm and 3:30 pm. The buses used for these pickups and dropoffs are not the full size school buses but rather smaller buses that are 25 and 30 feet long.

In the past, the residents of Clarkman Street in this area have been very concerned with the inappropriate actions of some parents driving their students to school, such as dropping off students in the resident's driveways or blocking the resident's driveway while dropping off or picking up students. In response to a request from the resident's living on the south side of Clarkman Street, east of Orr and Day Road, the parking restrictions were revised in this area in July 2003 to their present conditions. Whittier Police Department conducts random selective enforcement of the area on an as-needed basis to ensure compliance with the various parking restrictions in place. The placing of the bus loading zone on the north side of Clarkman Street should not impact the resident's ability to utilize their driveways on school days and staff recommends that the Traffic Commission concur with the request for a bus loading zone on the north side of Clarkman Street between Orr and Day Road and Roseton Avenue and recommend to the City Council that the request be approved.



Noe Negrete
Assistant Director of Public Works

Attachment(s):
Figures 1 & 2

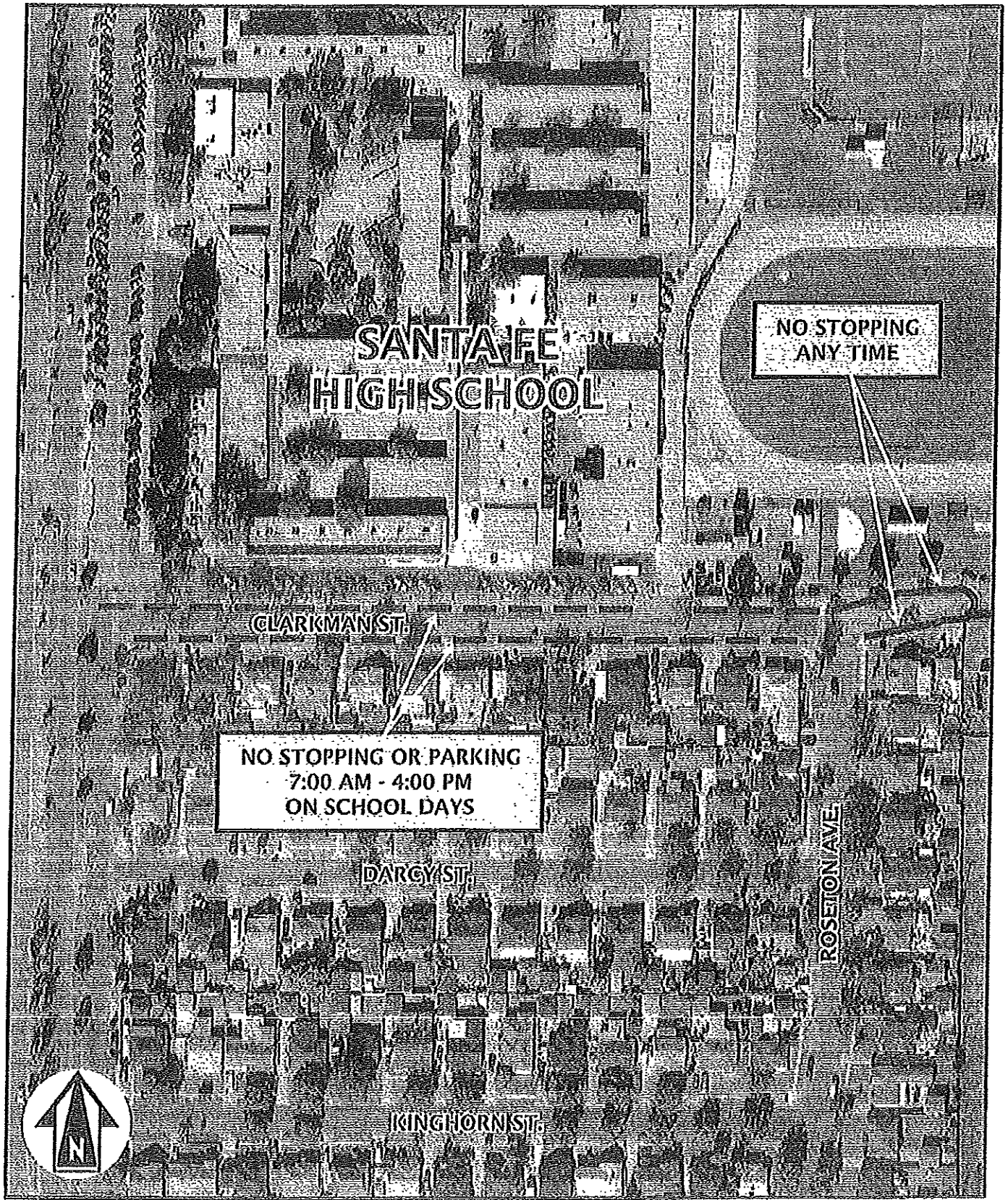


FIGURE 1

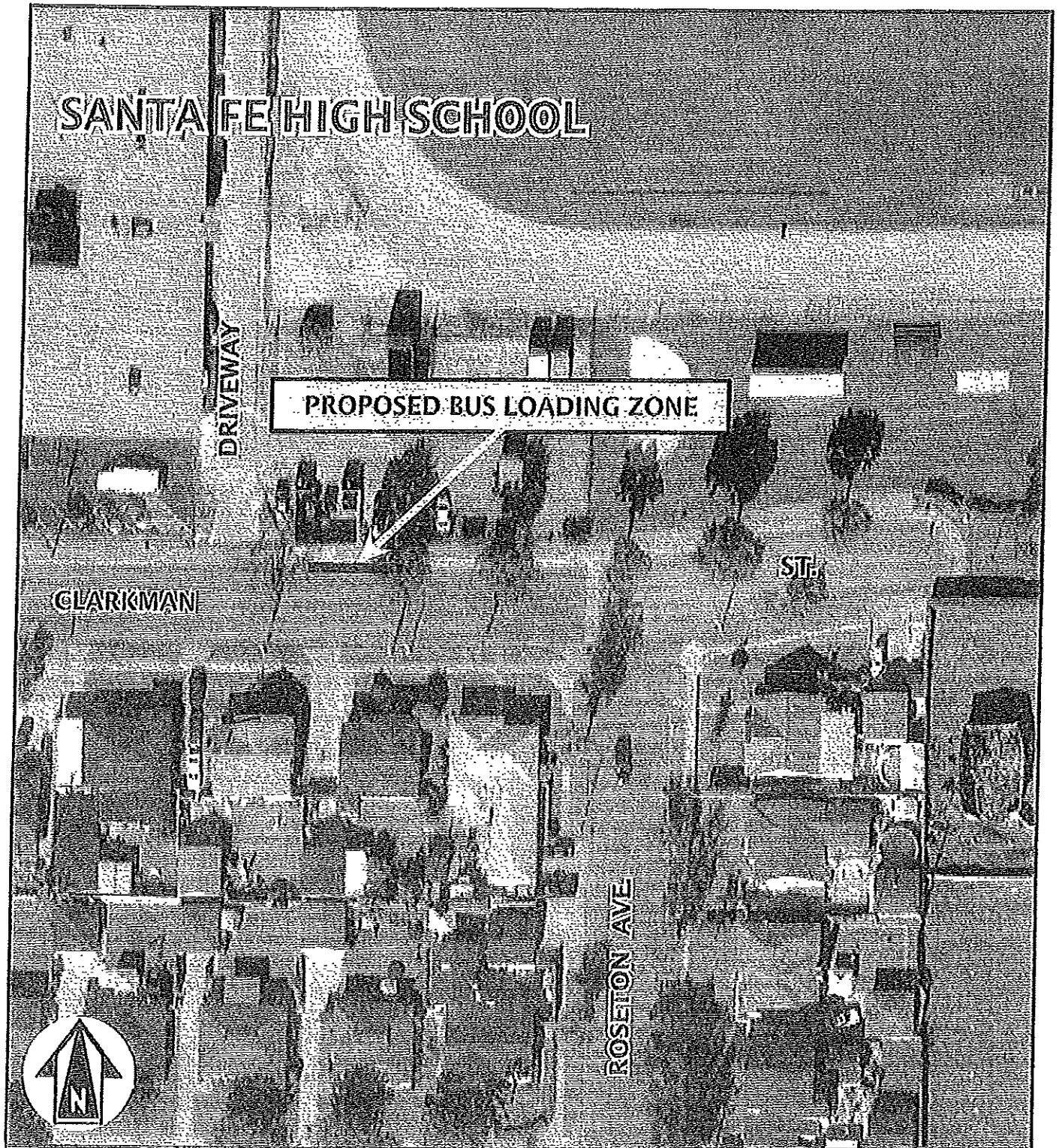


FIGURE 2



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Approval of Agreement for Employment of City Attorney

RECOMMENDATION

That the City Council approve the agreement between the City and Steve Skolnik.

BACKGROUND

The City Attorney has issued a confidential memo to the City Council on this matter. Attached is the proposed employment agreement for the Council's consideration.

Thaddeus McCormack
City Manager

Attachment:
City Attorney Employment Agreement

AGREEMENT FOR EMPLOYMENT OF CITY ATTORNEY

THIS AGREEMENT is made and entered into this 11th day of September, 2011, by and between the City of Santa Fe Springs, a California general law municipal corporation of the State of California ("City"), and Steven N. Skolnik ("Skolnik").

SECTION 1. EMPLOYMENT

Skolnik has served as City's City Attorney continuously from July 1, 1986, to the date of this Agreement, and has also served as counsel for the Community Development Commission of the City of Santa Fe Springs, formerly known as the Redevelopment Agency ("CDC") during the identical time period. It is the intention of the parties that this Agreement memorialize the existing nature of Skolnik's employment by City, with a new termination date, and that it replace the parties' existing written agreement, including all amendments thereto.

Skolnik shall provide to City and CDC "Basic Services" consistent with general municipal industry standards, including but not limited to attendance at City Council/CDC meetings and Planning Commission meetings, preparation and review of ordinances, resolutions, agreements and other municipal documents, and day-to-day consultation with members of the City Council and staff regarding City issues.

From time-to-time, Skolnik also may provide to City and CDC "Other Services" not including within "Basic Services", involving the following types of matters: (a) litigation; (b) administrative hearings, including personnel hearings; (c) special elections; (d) bond issues and other types of public financings; and (e) environmental matters.

Skolnik shall personally serve as City/CDC Attorney. Skolnik may, however, utilize the services of other attorneys or professionals to assist him in providing services to City.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement, unless terminated earlier as provided in this Agreement, shall commence on the date first set forth above, and shall expire on June 30, 2015.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement at any time, or the right of Skolnik to resign at any time from his position, subject to the provisions as set forth in this Agreement.

SECTION 3. TERMINATION OF EMPLOYMENT; SEVERANCE PAY

A. Termination, General.

Skolnik may terminate this Agreement at any time, upon giving six months written notice of resignation to City.

City may terminate this Agreement at any time, with or without cause.

B. Termination For Cause.

“Termination for cause” shall mean any of the following:

1. Willful breach of the Agreement, as interpreted pursuant to California Labor Code section 2924.
2. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to California Labor Code section 2924.
3. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to California Labor Code section 2924.
4. Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
5. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to City.
6. Willful violations of City’s policies of a serious nature, including for example, City’s Sexual Harassment or “Drugs in the Work Place” policies.

C. Severance.

1. In the event Skolnik is terminated without cause at any time during the term of this Agreement, City shall pay Skolnik a lump sum cash severance payment equal to the value of the total of Skolnik’s then current aggregate salary, benefits, and deferred compensation that he would have been entitled to receive for the remaining term of this Agreement as of the date of termination under the terms of this Agreement, with such payment not to exceed an amount representing 18 months of such salary, benefits, etc.
2. In the event Skolnik is terminated for cause as defined above, City shall have no obligation to pay such aggregate severance sum.

E. Resignation. In the event Skolnik voluntarily resigns his position with City before expiration of the term of this Agreement, then City shall have no obligation to pay such aggregate severance.

SECTION 4. COMPENSATION

A. Salary. City shall pay Skolnik for Basic Services a monthly salary of \$15,600.00, payable in installments at the same times as management employees are paid. This amount shall be reduced by 3.9% until full pay rates are restored in January 2012, pursuant to the Management Team compensation package approved by the City Council in July 2011. This amount shall be adjusted in the event that the City Council grants any general cost-of- living adjustments to senior management employees during the term of this Agreement.

B. **Other Services.** City shall pay Skolnik for Other Services at a rate of \$200.00 per hour.

C. **Benefits.** Skolnik shall receive full employee benefits, in such amounts and to such extent as accorded to City's senior management employees, except that Skolnik shall not receive physical fitness pay, sick leave, flex leave or vacation leave.

SECTION 6. MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the full agreement between the parties, and it supersedes all prior agreements between the parties.

B. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected, and shall remain in full force and effect.

C. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

D. This Agreement shall be governed by the laws of the State of California.

E. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against or in favor of either party.

F. Any modification or change to this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.

G. City shall defend, hold harmless, and indemnify Skolnik, pursuant to Government Code provisions applicable to defense of employees, against any claim or action arising out of any alleged act or omission occurring during Skolnik's employment under this Agreement, except to the extent that such act or omission constitutes gross negligence. City shall defend, compromise and settle any such claim or action, and shall pay the amount of any settlement or judgment rendered hereon. The obligation set forth in this paragraph shall remain in force after the termination of Skolnik's employment by City.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

CITY OF SANTA FE SPRINGS

Mayor

Steven N. Skolnik

Attest:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

September 8, 2011

PRESENTATION

Proclamation Declaring September 16, 2011, as the City of Santa Fe Springs 2011 Fiestas Patrias Cultural Celebration

BACKGROUND

Fiestas Patrias is an annual community event that commemorates Mexico's independence from Spain in 1810. This year marks the 44th anniversary of this festive cultural and community celebration.

The theme for the 2011 Fiestas Patrias is "Celebrating Guanajuato". The festivities focus on the arts, crafts, music, and history of the region of Guanajuato, Mexico.

It is requested that the City Council proclaim September 16, 2011, as the official day of observance for the Santa Fe Springs 2011 Fiestas Patrias, commemorating the 201st anniversary of Mexico's independence and celebrate the rich cultural inheritance of all Californians.

The Mayor may wish to call upon Eddie Ramirez, Family & Human Services Supervisor, to assist with the presentation of the Proclamation which will be received by Ms. Laurie Rios, Chairperson of the Family & Human Services Advisory Committee.

Thaddeus McCormack
City Manager

Attachment

2011 Fiestas Patrias Proclamation

2011 FIESTAS PATRIAS PROCLAMATION

WHEREAS, the Santa Fe Springs City Council takes great pride in the cultural and historical background of its residents; and

WHEREAS, the City of Santa Fe Springs' Division of Family and Human Services seeks to recognize the rich cultural inheritance of the City's residents through people, parks, and programs; and

WHEREAS, September 16th will be the official observance days for the 2011 Fiestas Patrias; and

WHEREAS, this is the City's 44th annual Fiestas Patrias celebration, with this year's theme being "*Celebrating Guanajuato*" to celebrate the 201st anniversary of Mexico's Independence; and

WHEREAS, the City of Santa Fe Springs is proud of its rich Latino heritage and owes much to its residents of Mexican descent for their participation in all phases of community affairs; and

WHEREAS, the City of Santa Fe Springs Family and Human Services Division has worked diligently to promote and maintain the valuable cultural contributions of the community; and

NOW, THEREFORE, I, Joseph D. Serrano, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim September 16, 2011 as the

Official Day of Fiestas

to honor our many Mexican-American and Latino neighbors and friends, and further encourage the community to support the City's rich cultural heritage during its celebration of the 44th Annual Fiestas Patrias: *2011 Celebrating Guanajuato*.

Dated this 8th day of September, 2011.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

September 8, 2011

PRESENTATION

Proclamation Declaring the Month of September as "National Senior Center Month" in the City of Santa Fe Springs

BACKGROUND


Senior centers are the community focal point for older adult services. They are a place linking our seniors, their caretakers, and families to essential resources.

With approximately 4.5 million people over the age of sixty-five in California and the City of Santa Fe Springs having a senior population of approximately 12.8%, it's crucial that we work to ensure that senior centers adequately meet the needs of our older residents.

California has more than 700 senior centers which provide services such as health care, a nutrition program, recreational activities, and lots more. They are a central place for our older adults to learn how to maintain healthy live styles and well-being and to participate in stimulating social activities. The programs available at the Neighborhood Center allow individuals 55 years and older of our community to remain safe, be social, have fun and stay healthy.

This year's national celebration theme is "It Happens At My Senior Center, My Life, My Way". To help showcase our City's Senior Services, staff has promoted and implemented new programs, activities, and services at the Neighborhood Center. The Center is a place to connect, a place to build new skills, join a community, make new friends, stay healthy & active, and create interest and community awareness to capture new patrons.

The Mayor may wish to call upon Eddie Ramirez, Family and Human Services Supervisor to assist with the presentation of the Proclamation which will be received by Mrs. Gloria Duran, Chairperson of the Senior Citizens Advisory Committee.


Thaddeus McCormack
City Manager

Attachment

2011 National Senior Center Month Proclamation

National Senior Center Month Proclamation

WHEREAS, There are more than 4.5 million seniors living in California; and

WHEREAS, more than 12.8 % of 17 thousand people who reside in Santa Fe Springs are 65 years and older; and

WHEREAS, the senior center creates public interest and raises community awareness to capture new patrons ages 55 and older; and

WHEREAS, the senior center promotes a positive image of aging and highlights the benefits to our senior population; and

WHEREAS, exercise and fitness activities are encouraged to increase self esteem, boost energy, strengthen the heart and muscles, and improve balance and mobility; and

WHEREAS, social activities are offered to sharpen mental ability in all participants; and

WHEREAS, the state and local communities can work together to ensure that there are safe places for our senior population to be active such as in parks, ball-fields, pools, gyms and recreation centers; and

WHEREAS, this year's national celebration theme "**It Happens at My Senior Center, My Life, My Time, My Way**" highlights senior centers as the place to connect, a place to build new skills, join a community, stay healthy & active and gives patrons the chance to tell their story.

NOW THEREFORE, I, Joseph D. Serrano, Mayor of Santa Fe Springs, on behalf of the City Council, do hereby proclaim this September and every September thereafter to be

"National Senior Center Month"

and encourage all city residents age 55 and older to celebrate National Senior Center Month to enrich their lives by participating in social, physical fitness and special event activities at the Neighborhood Center.

Dated this 8th day of September, 2011.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

September 8, 2011

NEW BUSINESS

Proclaiming September 11, 2011 as "A National Day of Service and Remembrance in Santa Fe Springs."

RECOMMENDATION

That the Mayor call upon the City Clerk to read the Proclamation.

BACKGROUND

On September 11, 2001, the peace and security of our nation was shattered by cowardly terrorist attacks that killed nearly 3,000 innocent and brave people at the World Trade Center towers in New York City, at the United States Pentagon, and in the pristine fields of Shanksville, Pennsylvania. Although the terrorists' goal was to strike a powerful blow to the hearts of all Americans and tear at the fabric our nation, arising from the very ashes of that tragedy came a remarkable spirit of unity, compassion and determination that will never be forgotten, just as we will never forget those who were lost and injured on that day, and those who rose in service during the rescue and recovery effort and in defense of our nation both here at home and abroad.

In observance of the 10th anniversary of the September 11, 2001 attacks on America, which killed citizens from 92 different countries, the City Council is being asked to adopt a Proclamation in tribute to those who were injured or who perished on 9/11, as well as the many who gave of themselves in service to their communities and to this country in the aftermath of the attacks.

Thaddeus McCormack
City Manager

Attachment:
Proclamation

*WHEREAS, September 11, 2011 will be the 10th anniversary of the 9/11 attacks on America;
and*

WHEREAS, the events of immense tragedy on September 11, 2001 instantly transformed nearly everyone's lives, some through personal loss, and many others through an unfamiliar sense of individual and national vulnerability; and

WHEREAS, an unprecedented, historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirit, pride, selflessness, generosity, courage and service; and

WHEREAS, many brave people heroically, tirelessly and courageously participated in an extraordinarily difficult and dangerous rescue and recovery effort, in some cases voluntarily putting their own well-being at risk; and

WHEREAS, many citizens may wish to memorialize September 11 by engaging in, or making a plan to engage in personal and individual acts of community service, or other giving activities, as part of a solemn day of remembrance and tribute; and

WHEREAS, on March 19, 2009, the United States Congress passed bipartisan legislation authorizing the establishment of September 11 as a federally recognized National Day of Service and Remembrance, which President Barack Obama signed into law on April 21, 2009 and;

WHEREAS, the City Council encourages residents to recommit to volunteer in their own city and surrounding communities throughout the year, in order to help build a stronger country and help our nation recover and grow;

NOW, THEREFORE, I, Joseph D. Serrano Sr., Mayor of the City of Santa Fe Springs, on behalf of the entire City Council, do hereby proclaim September 11, 2011 as

A NATIONAL DAY OF SERVICE AND REMEMBRANCE

in the City of Santa Fe Springs, in tribute to all of the victims of 9/11 and the many who rose in service in response to the 9/11 terrorist attacks. Furthermore, I call upon all community members and organizations to take the time to engage in activities of tribute, solemn remembrance and charitable service on this, the 10th anniversary of 9/11.

Dated this 8th day of September, 2011.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

City Council Meeting

September 8, 2011

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Below is a list of current vacancies:

Committee	Vacancy	Councilmember
Beautification	2	González
Beautification	1	Moore
Beautification	2	Rounds
Beautification	3	Serrano
Community Program	3	González
Community Program	1	Moore
Community Program	3	Rounds
Community Program	2	Serrano
Community Program	5	Trujillo
Historical	1	Moore
Historical	2	Rounds
Historical	1	Serrano
Historical	2	Trujillo
Parks & Recreation	2	González
Parks & Recreation	1	Rounds
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	1	Trujillo
Sister City	3	González
Sister City	1	Moore
Sister City	1	Rounds
Sister City	2	Serrano
Sister City	1	Trujillo
Youth Leadership	3	González
Youth Leadership	2	Serrano

Please direct any questions regarding this report to the Deputy City Clerk.


Thaddeus McCormack
City Manager

Attachments

Committee Lists

Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Miguel Estevez

Raul Miranda, Jr.

A.J. Hayes

Heritage Arts

A.J. Hayes

Historical

Personnel Advisory Board

Parks & Recreation

Angelica Miranda

Raymond Reyes

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

Yardley Castellanos

Alyssa Portillo

Victoria Ramirez

Felipe Rangel

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Juanita Montes	(12)
	Irene Pasillas	(12)
	Vacant	(12)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(12)
	Vacant	(12)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Ruth Gray	(13)
Rounds	Vacant	(12)
	Rita Argott	(12)
	Annette Ledesma	(13)
	Marlene Vernava	(13)
	Vacant	(13)
Serrano	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Trujillo	Sylvia Takata	(12)
	Eleanor Connelly	(12)
	Margaret Bustos*	(12)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(12)
	Miguel Estevez	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(12)
	Margaret Palomino	(12)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Vacant	(13)
Rounds	Mark Scoggins*	(12)
	Marlene Vernava	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)
Serrano	Ruth Gray	(12)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(12)
	Vacant	(13)
Trujillo	Vacant	(12)
	Vacant	(12)
	Vacant	(12)
	Vacant	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

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

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(12)
	Josephine Santa-Anna	(12)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(12)
	Laurie Rios*	(13)
	Margaret Bustos*	(13)
Rounds	Annette Rodriguez	(12)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Serrano	Lydia Gonzales	(12)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Trujillo	Dolores H. Romero*	(12)
	Gloria Duran*	(12)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Irene Redondo Churchward
(SPIRRIT Family Services)

**Asterisk 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 Library Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME
Gonzalez	Laurie Rios*
Moore	May Sharp
Rounds	Gustavo Velasco
Serrano	Paula Minnehan
Trujillo	Amparo Oblea

Committee Representatives

Beautification Committee	Marlene Vernava
Historical Committee	Larry Oblea
Planning Commission	Frank Ybarra
Chamber of Commerce	Tom Summerfield

Council/Staff Representatives

Council	Richard Moore
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Carriage Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(12)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan	(13)
Moore	Astrid Gonzalez	(12)
	James Berkshire	(12)
	Amparo Oblea	(13)
	Vacant	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Serrano	Gloria Duran*	(12)
	Hilda Zamora	(12)
	Vacant	(13)
	Larry Oblea	(13)
Trujillo	Vacant	(12)
	Alma Martinez	(12)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk 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., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(12)
	Frank Leader	(12)
	Vacant	(13)
	Raul Miranda, Jr.	(12)
	Vacant	(13)
Moore	Jimmy Mendoza	(12)
	Michele Carbajal	(12)
	Janet Rock	(13)
	David Gonzalez	(13)
	Daniel Baca	(13)
Rounds	Kenneth Arnold	(12)
	Richard Legarreta, Sr.	(12)
	Luigi Trujillo	(12)
	Vacant	(13)
	Mark Scoggins*	(13)
Serrano	Lynda Short	(12)
	Bernie Landin	(12)
	Joe Avila	(12)
	Sally Gaitan	(13)
	Fred Earl	(13)
Trujillo	Miguel Estevez	(12)
	Andrea Lopez	(12)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

**Asterisk 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
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2011
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

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

Membership: 5

APPOINTED BY	NAME
Gonzalez	Laurie Rios
Moore	Larry Oblea
Rounds	Susan Johnston
Serrano	Michael Madrigal
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(12)
	Josephine Santa-Anna	(12)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(12)
	Yoko Nakamura	(12)
	Paul Nakamura	(12)
	Vacant	(13)
	Pete Vallejo	(13)
Rounds	Vacant	(12)
	Vacant	(12)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Serrano	Gusta Vicuna	(12)
	Louis Serrano	(12)
	Mary Bravo	(12)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Trujillo	Julia Butler	(12)
	James Hogan	(12)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(12)
	Kimberly Mette	(12)
	Jimmy Mendoza	(13)
	Vacant	(12)
	Vacant	(13)
Moore	Martha Villanueva	(12)
	Vacant	(12)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rounds	Manny Zevallos	(12)
	Susan Johnston	(12)
	Francis Carbajal	(12)
	Ted Radoumis	(13)
	Vacant	(13)
Serrano	Charlotte Zevallos	(12)
	Vacant	(12)
	Laurie Rios*	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Trujillo	Alicia Mora	(12)
	Andrea Lopez	(12)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees.*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 7:00 p.m., Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Arcelia Valenzuela
Moore	Manny Zevallos
Rounds	Ted Radoumis
Serrano	Sally Gaitan
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	()
	Vacant	()
	Vacant	()
	Marilyn Llanos	(12)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rounds	Drew Bobadilla	(13)
	Siboney Ordaz	(12)
	Alexandra Vergara	(12)
	Lisa Baeza	(13)
Serrano	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Trujillo	Maxine Berg	()
	Martin Guerrero	(13)
	Omar Rodriguez	(12)
	Kevin Ramirez	(13)