



AGENDA

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

NOVEMBER 13, 2014
5:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Juanita A. Trujillo, Mayor
Laurie M. Rios, Mayor Pro Tem
Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, 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

Richard J. Moore, Councilmember
William K. Rounds, Councilmember
Jay Sarno, Councilmember
Laurie M. Rios, Mayor Pro Tem
Juanita A. Trujillo, Mayor

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

A. Minutes of the October 23, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

A. Minutes of the October 23, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Report

B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

HOUSING SUCCESSOR

NEW BUSINESS

5. License Agreement to Temporary Use Housing Successor-Owned Land
Consideration of a License Agreement for the temporary use of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902).

Recommendation: That the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

6. **CITY MANAGER REPORT**

7. **CONSENT AGENDA**

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

Approval Minutes

- A. Minutes of the October 9, 2014 Regular City Council Meeting

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

- B. Minutes of the October 23, 2014 Regular City Council Meeting

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

ORDINANCE FOR PASSAGE

8. Ordinance No. 1062 – Adopting Chapter 102, titled “Solicitation, Panhandling, Peddling,” of the Santa Fe Springs Municipal Code as it Pertains to Regulating Various Forms of Solicitation on Public Rights-of-Way, Door-to-Door Solicitation, and Solicitation on Public and Private Property

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1062 which adopts Chapter 102, titled “Solicitation, Panhandling, Peddling” to the Santa Fe Springs Municipal Code.

NEW BUSINESS

9. Fiscal Year 2013-14 Preliminary Financial Year-End Review

Recommendation: That the City Council: 1). Receive and file the report; and 2). Consider various uses for the additional Funds available in the General Fund.

10. Declaration of Surplus Property and Authorization of the Sale Listing by a Fire Equipment Brokerage Company

Recommendation: That the City Council: 1). Declare a 1998 E-One Fire Engine (Unit #822) as surplus equipment; and 2). Authorize the Fire chief to list the above engine for sale through The Bressler Group, Inc.

11. Acceptance of a 2013 State Homeland Security Grant (SHSGP) Award from the Los Angeles Area Fire Chiefs Association for the Purpose of Purchasing Training Equipment and Materials for the International Association of Fire Fighters (IAFF) Fire Ground Survival Training Program

Recommendation: That the City Council accept \$100,179.65 from the Los Angeles Area Fire Chiefs Association for the purchase of an IAFF Fire Ground Survival Training Trailer/Props and to host regional "Fire Ground Survival" training classes at the Santa Fe Springs Regional Homeland Security Training Center.

12. Professional Services Contract Agreement for ARTFEST 2015

Recommendation: That the City Council authorize the Director of Community Services to execute a Professional Services Contract Agreement with Yolanda Garcia in the amount of \$30,000 for the Annual ARTFEST Event scheduled to be held on May 8, 2015.

13. City Manager and City Attorney Employment Agreement Amendments

Recommendation: That the City Council approve the proposed amendments to the Employment Agreements with the City Manager and City Attorney.

7:00 P.M.

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

16. Representatives from the Chamber of Commerce

17. Representatives from the Youth Leadership Committee

18. **ANNOUNCEMENTS**

PRESENTATIONS

19. Santa Fe Springs "Paints the Town Pink" for Breast Cancer

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

20. Committee Appointments

City of Santa Fe Springs

Adjourned and Regular Meetings

November 13, 2014

21. 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.

22. EXECUTIVE TEAM REPORTS

23. 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.

Anita Jimenez, CMC

City Clerk

November 6, 2014

Date

**MINUTES OF THE ADJOURNED AND REGULAR MEETINGS OF THE
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY,
WATER UTILITY AUTHORITY, HOUSING SUCCESSOR,
SUCCESSOR AGENCY AND CITY COUNCIL**

October 23, 2014

1. CALL TO ORDER

Mayor Trujillo called the Adjourned City Council meeting to order at 4:37 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor/Chair Trujillo

Absent: Mayor Pro Tem/Vice Chair Rios

Also present: Thaddeus McCormack, City Manager; Steve Skolnick, City Attorney; Wayne Morrell, Director of Planning; Frank Beach, Utility Services Manager, Dino Torres, Director of Police Services; Joyce Ryan, Library Services Division Director; Jose Gomez, Director of Finance & Administrative Services; Mike Crook, Fire Chief; Priscilla Moreno, Administrative Clerk

CITY COUNCIL

Mayor Trujillo recessed the meeting at 4:39 p.m.

3. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Section 54956.9(d)(2)

Number of Cases: One

4. CALL TO ORDER

Mayor Trujillo reconvened the Adjourned City Council meeting and called the Regular meetings to order at 6:10 p.m.

5. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor/Chair Trujillo

Absent: Mayor Pro Tem/Vice Chair Rios

Also present: Thaddeus McCormack, City Manager; Steve Skolnick, City Attorney; Wayne Morrell, Director of Planning; Frank Beach, Utility Services Manager ; Dino Torres, Director of Police Services; Joyce Ryan, Library Services Division Director; Jose Gomez, Director of Finance & Administrative Services; Mike Crook, Fire Chief; Priscilla Moreno, Administrative Clerk

The Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

3A, 4A, 7B

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

Approval of Minutes

- A. Minutes of the September 25, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

- B. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Recommendation: That the Public Financing Authority receive and file the report.

Director Rounds moved the approval of Items 6A and B; Director Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

WATER UTILITY AUTHORITY

7. **CONSENT AGENDA**

Approval of Minutes

- A. Minutes of the September 25, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Report

- B. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

- C. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

Director Moore moved the approval of Items 7A, B & C; Director Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

NEW BUSINESS

8. Test Pumping of Water Well No. 12 Project – Status Update

Utility Services Manager, Frank Beach gave a status update on water well #12. Mr. Beach presented on progress, milestone statuses, and displayed exterior and interior photos of water well #12.

HOUSING SUCCESSOR

There were no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There were no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

9. CITY MANAGER REPORT

The City Manager updated and expressed his condolences to Mayor Pro Tem Laurie Rios as well as wished her a speedy recovery.

The City Manager updated the Council on a Brokers' Meeting that took place between the City, Chamber of Commerce, and Goodman Burcher. The City Manager informed the Council that tanks are being monitored and progress is being made in the removal from the former Cenco property.

The City Manager reported on a homicide that occurred at the Santa Fe Springs Swap meet on October 17. The City Manager is in the process of meeting with the owner of the swap meet and commended the Whittier Police Department on swift action taken as well as a job well done.

10. CONSENT AGENDA

Approval Minutes

A. Minutes of the September 25, 2014 Regular City Council Meeting

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

Councilmember Rounds moved the approval of Item 10A; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

11. Ordinance No. 1062 – Adopting Chapter 102, Titled “Solicitation, Panhandling, Peddling,” of the Santa Fe Springs Municipal Code as it Pertains to Regulating Various Forms of Solicitation on Public Rights-of-Way, Door-to-Door Solicitation, and Solicitation on Public and Private Property

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1062 and thereafter close the Public Hearing; and 2). Pass the first reading of Ordinance No. 1062, relating to the amendment to the City Municipal Code as it pertains to solicitation on public rights of way, door-to-door solicitation, and solicitation on public and private property.

Councilmember Rounds moved the approval of Item 11; Councilmember Sarno seconded the

motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

NEW BUSINESS

12. Valley View Avenue Grade Separation Project - Cooperative Work Agreement Extension

Recommendation: That the City Council authorize the Director of Public Works to execute Cooperative Work Agreement Extension and all associated documents.

Councilmember Sarno moved the approval of Item 12; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

13. Agreement with the City of Irwindale to Provide Traffic Signal Maintenance Services

Recommendation: That the City Council: 1). Approve the agreement with the City of Irwindale to provide Traffic Signal Maintenance Services; and 2). Authorize the City Manager to execute the agreement on behalf of the City.

Councilmember Moore moved the approval of Item 13; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

14. Fire Station No. 3 Roof Improvements (15517 Carmenita Road) – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Best Contracting Services, Inc. of Gardena, California in the amount of \$65,835.00 for the subject project.

Councilmember Sarno moved the approval of Item 14; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

COUNCILMEMBER REQUESTED ITEM

15. Consideration of Changing the Time of Regular Planning Commission Meetings

Recommendation: That the City Council consider changing the time of the Regular Planning Commission meetings to a time of 6:00 p.m. or later.

Councilmember Sarno moved the approval of Item 15; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None.

Mayor Trujillo recessed the meeting at 6:30pm.

Mayor Trujillo reconvened the meeting at 7:05pm.

16. INVOCATION

Councilmember Sarno gave the Invocation.

17. PLEDGE OF ALLEGIANCE

St. Pius X student Alan Duque led the Pledge of Allegiance.

18. INTRODUCTIONS

Representatives from the Chamber of Commerce
Liz Buckingham, Friendly Hills Bank

19. Representatives from the Youth Leadership Committee
None.

20. ANNOUNCEMENTS

Mayor Trujillo called on Relay for Life Co- chair Tammy Murray. Ms. Murray updated the Council on this year's Relay for Life and thanked the City for their generosity and support in raising over \$6,000. This year's theme was "Carnival for a Cure." The Council thanked Ms. Murray for her excellent work on the event.

Joyce Ryan, Library Services Division Director, gave the community announcements.

PRESENTATIONS

21. Santa Fe Springs "Paints the Town Pink" for Breast Cancer
Item was pulled.

22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
Committee Appointments

Councilmember Moore removed George Felix, Sr. from the Beautification Committee and appointed him to the Historical Committee. Councilmember Moore appointed Pauline Moore to the Heritage Arts Committee.

23. ORAL COMMUNICATIONS

Councilmember Moore reported he would like to bring to Council's attention that there have been some issues with the taxi service that the City currently uses. The City Manager stated he would follow up on these issues.

24. EXECUTIVE TEAM REPORTS

- Wayne Morrell reported that Cherie's Donuts has now relocated to Orr & Day Rd. and displayed photos of the new location. Mr. Morrell also gave a short presentation by on "Planning Month" by highlighting the art installation at LeFiell.
- Frank Beach displayed photos of the new roof improvements at the Fire Station. Mr. Beach shared photos of the Valley View Grade Separation Ribbon Cutting.
- Dino Torres reported that this year's Red Ribbon parade will take place on October 29. Mr. Torres gave a presentation on "The Great Shakeout;" an emergency exercise that was held on October 16.
- Mike Crook reported that he attended the California Firefighters Memorial in

Sacramento. Seven fire personnel attended, as well as the Mora family. Cheif Crook showed a slideshow of the event. Chief Crook also reported on the Response Times data Report: 2013-2014.

- Jose Gomez reported that the I.T. Department will be replacing 200 batteries for the City's UPS unit.
- Joyce Ryan announced that Town Center Hall will be closed at 12:00pm on October 31 due to Halloween events taking place at Los Nietos Park.
- Councilmember Moore commended Dino Torres and staff for their work on the proposed ordinance.
- Councilmember Sarno expressed his appreciation for being back in town.
- Councilmember Rounds encouraged residents to attend this year's Halloween Haunted House at Los Nietos Park.
- Mayor Trujillo encouraged residents to attend Santa Fe High School's Mad Baseball Game on November 1, a special needs team.

25. ADJOURNMENT

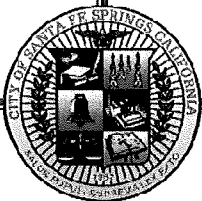
At 7:39 p.m., Mayor Trujillo adjourned the meetings to November 13 at 5:00 p.m.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

November 13, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$15,540,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$5,745,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$3,005,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$35,004,886

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$8,740,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 10/31/14	None
Outstanding principal at 10/31/14	\$37,320,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

The former Community Development Commission issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 and is administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Unspent bond proceeds in the amount of \$18,197,265, recycled bond proceeds in the amount of \$1,000,000, and accumulated interest earnings are held by the Successor Agency to the former Community Development Commission. Under the redevelopment dissolution legislation, unspent bond proceeds could not be spent until a Finding of Completion (FOC) was issued by the California Department of Finance (DOF). The Finding of Completion is issued to successor agencies upon completion of required reports and payment of required balances to the Los Angeles County Auditor-Controller.

The Successor Agency received its FOC on December 5, 2013. The Successor Agency entered into a Bond Expenditure Agreement (Agreement) with the City to transfer control of the unspent proceeds to the City to be spent in accordance with the original bond requirements. The Oversight Board approved the Agreement on April 2nd, 2014. The Agreement was then forwarded to DOF for review and was approved on April 21st, 2014. Beginning July 1, 2014 the City is authorized to spend the bond proceeds on eligible projects within the former project areas.



Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

November 13, 2014

NEW BUSINESS

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 10/31/14

None

Outstanding principal at 10/31/14

\$6,890,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds are restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project.

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

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

A handwritten signature in cursive script, reading "Thaddeus McCormack for".

Thaddeus McCormack
City Manager/Executive Director



NEW BUSINESS

License Agreement to Temporary Use Housing Successor-Owned Land

Consideration of a License Agreement for the temporary use of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902)

RECOMMENDATION:

It is recommended that the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

BACKGROUND

The subject 3.9± acre property, located at 13231 Lakeland Road, was acquired by the Community Development Commission (CDC) in 2008 for the purpose of developing affordable housing. Ownership was transferred to the Housing Successor by operation of law on February 1, 2012.

For the eighth time, the Los Angeles County Chief Executive Office is requesting the temporary use of the subject vacant property for the parking of trucks and equipment on behalf of the County Clerk's Office related to the upcoming elections. The proposed term is for November 15, 2014 (the "Commencement Date") and terminate on March 30, 2015.

FISCAL IMPACT

The proposed temporary use of the subject 3.9± acre property, pending the eventual development of the site for affordable housing, will not have an adverse impact on the City's Budget.

A handwritten signature in cursive script, reading "Thaddeus McCormack for".

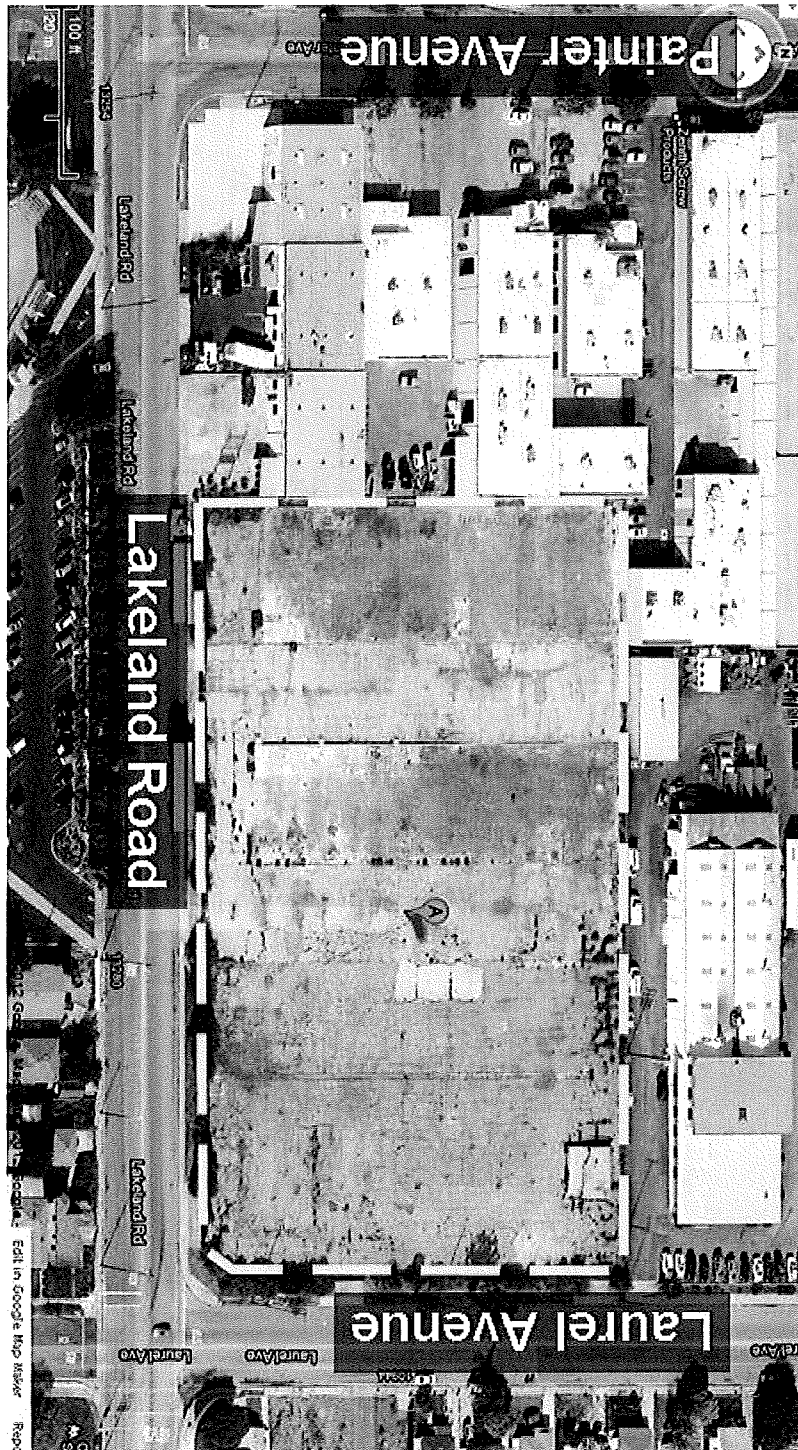
Thaddeus McCormack
City Manager

Attachments:

Location Aerial
Lease Agreement



**Lease of Housing Successor-Owned Land (3.9± Acres)
13231 Lakeland Road (APN: 8011-012-902)**



**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LICENSE AGREEMENT
PL-LA-2014-03**

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this 13th day of November, 2014, by and between THE CITY OF SANTA FE SPRINGS, hereinafter referred to as the "Licensor", and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the "Licensee".

The parties hereby agree as follows:

1. PREMISES. The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of land, located at 13231 Lakeland Road, Santa Fe Springs, (AIN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises".

2. TERM. The term of this License shall commence on November 15, 2014 (the "Commencement Date") and terminate on March 30, 2015.

3. CONSIDERATION. Licensee hereby agrees to pay as a license fee, for the Premises during the term of this License, the sum of One Dollars (\$1.00).

4. USE. Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar Recorder County Clerk on a 24 hour/7 days a week basis

5. TERMINATION. Each party hereto may terminate this Agreement, at any time, for any reason, upon thirty (30) days prior written notice to the other.

6. REPAIRS AND MAINTENANCE. Licensee agrees to maintain the Premises for the duration of the Term, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

7. UTILITIES. Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

8. DEFAULT

A. Default by Licensee: Licensee agrees that if default shall be made in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensor to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensor shall have such other rights or remedies as may be provided by law. Licensor may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensor: Licensor shall not be in default in the performance of any obligation required to be performed under this License unless Licensor has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensor's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensor's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensor cures the default within the three (3) day period after the notice is given. Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensor's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensor would be entitled.

If Licensor or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

9. NOTICES. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne Morrell

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

with a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd floor
Los Angeles, CA 90012
Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Licenser or Licensee, except that Licenser shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licenser or to Licenser's agent or employee at Licenser's place of business, or to a resident over eighteen (18) years of age at Licenser's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.

10. INSURANCE

A. Licenser Indemnification. Licenser shall indemnify, defend and save harmless Licensee, its Special Districts, elected officials, agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the negligent acts or omissions of Licenser with regard to Licenser's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensors, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of Licensee who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensors with a self-insurance certificate naming Licensors as an additional insured for Liability Coverage. Nothing in this License shall be construed to waive, limit, or supersede any of Licensee's rights or immunities under the California Labor Code, including but not limited to waiver pursuant to Labor code section 3864.

C. Waiver of Subrogation. The Licensors and Licensee each waives their rights and their insurers' rights of recovery against the other for any loss arising from or relating to this Agreement.

11. ASSIGNMENT AND SUBLETTING. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensors which may be withheld in Licensors' sole and absolute discretion. Any assignments or subletting of the Premises without Licensors' prior consent shall be void and of no force or effect.

12. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensors, and wherever the context permits or requires, the successors in interest to the Licensee.

13. GENERAL PROVISIONS

A. Waiver. The waiver by Licensors or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

C. Time. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

D. Recordation. Neither party may record this License.

E. Quiet Possession. Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

F. Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective

successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensor shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensor, requesting that the County be notified of any Notice of Default filed by any of Licensor's lenders, to the address of County as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensor or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

M. Lobbyists. Licensor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensor or any County lobbyist or County lobbying firm retained by Licensor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

14. ENVIRONMENTAL MATTERS

A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on,

under or about the Premises, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee or the Premises.

B. Licensor Indemnity. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term concerning the presence of Hazardous Materials in the Premises. Licensor's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.

15. WARRANTY OF AUTHORITY. Each of the undersigned signatories for the Licensor hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS. Should Licensor require additional or replacement personnel after the effective date of this Agreement, Licensor shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensor.

17. SOLICITATION OF CONSIDERATION. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

18. NON-DISCRIMINATION

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

19. IRREVOCABLE OFFER. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensors' covenant to license to the County under the terms of this license offer, the Licensors irrevocably promises to keep this offer open until November 30, 2014.

IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code this License has been executed by the Licensors and on behalf of the Licensee by its Chief Executive Officer or his designee, on the _____ day of _____, 2014.

LICENSOR:

THE CITY OF SANTA FE SPRINGS

By: _____
WAYNE MORRELL
Director of Planning and Development

LICENSEE:

COUNTY OF LOS ANGELES
a body politic and corporate

WILLIAM T. FUJIOKA
Chief Executive Officer

By: _____
CHRISTOPHER M. MONTANA
Director of Real Estate Division

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____
Deputy

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

**October 9, 2014
6:00 p.m.**

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:05 p.m.

2. ROLL CALL

Present: Councilmembers Moore, Rounds, Mayor Pro Tem Rios, Mayor Trujillo

Absent: Councilmember Sarno

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Assistant City Manager/Director of Finance; Mike Yule, Fire Division Chief; Anita Jimenez, City Clerk

CITY COUNCIL

3. CITY MANAGER REPORT

The City Manager reported on the recent press coverage of the Cenco property relating to odor issues. It was suggested in the Whittier Daily News that no one was monitoring the contents of the on-site storage tanks. The City Manager stated that the property owner will comply with existing enforcement orders and that someone will be on site to monitor and alleviate the odors.

The City has had an unfortunate experience regarding a residential property maintenance case. It was reported that the City was demanding that the resident remove a play structure that was donated to their disabled daughter by the Make-a-Wish Foundation. This is not the case. The property owner had several code violations unrelated to the play structure. The City Manager met with the family and the violations have been resolved. Unfortunately, what gets out on the internet cannot be retrieved.

4. CONSENT AGENDA

Approval of Minutes

A. Minutes of the September 11, 2014 Regular City Council Meeting

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

Revised minutes were provided to the Council. Mayor Pro Tem Rios moved the approval of Item 4A; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

NEW BUSINESS

5. Resolution No. 9460 – Support of the “War on Sex Trafficking” Legislation

Recommendation: That the City Council adopt Resolution No. 9460 in support of the “War on Sex Trafficking” legislation.

Councilmember Moore moved the approval of Item 5; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

6. Street Light Conversion – Phase II – Authorization to Advertise

Recommendation: That the City Council: 1). Approve the Plans and Specifications; and 2). Authorize the City Engineer to advertise for construction bids.

The City Attorney stated that there was a correction to the Contractor Compliance Form in the Bid Specifications on this item as well as on Item 8. Roman Numeral II(C) should be removed from the form.

Councilmember Rounds moved the approval of Item 6, as amended; Councilmember Moore seconded the motion. Councilmember Moore asked if the street lights have been out for more than two years due to the inoperable transformer. Mr. Negrete stated that they had. Councilmember Moore asked why the City doesn't replace the transformer. Mr. Negrete stated that the same style of transformer is no longer available and that replacing the transformer with the newer version would involve more work and be more expensive. The motion passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

7. Fire Station No. 4 Roof Improvements (11736 Telegraph Road) - Authorization to Advertise

Recommendation: That the City Council: 1). Approve the Plans and Specifications; and 2). Authorize the City Engineer to advertise for construction bids.

Mayor Pro Tem Rios moved the approval of Item 7; Councilmember Moore seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

8. Removal of Norwalk Boulevard Underground Storage Tanks (USTs) – Approval of Change Order

Recommendation: That the City Council: 1). In compliance with a directive from the State Water Resources Control Board (State Water Board) and the U.S. Environmental Protection Agency (US EPA) to take corrective action, authorize the Director of Public Works to execute a change order to the Contract with Petro Builders, Inc. in the amount of \$26,500 to remove two (2) underground storage tanks located on Norwalk Boulevard south of Los Nietos Road; and 2). Appropriate \$30,000 from the General Fund for the Norwalk Boulevard UST Removal Project (454-397-C360).

Councilmember Rounds moved the approval of Item 8; Councilmember Moore seconded the

motion which passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

9. Custodial Services – Award of Contract

Recommendation: That the City Council: 1). Allow for the bid from United Maintenance Systems, Inc. to be withdrawn; 2). Accept the bids for Custodial Services; 3). Award a Contract to Merchants Building Maintenance, LLC of Santa Ana California to provide Custodial Services; and, 4). Authorize the Mayor to execute a Contract Agreement with Merchants in the amount of \$538,569.24 per year (\$44,880.77/month) beginning November 1, 2014 through December 31, 2015, and include a contract provision for an increase to \$583,055.28 per year (\$48,587.94/month) effective January 1, 2016, to comply with the increase in the California minimum wage law.

Mayor Pro Tem Rios moved the approval of Item 9; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Trujillo; Opposed: None.

The meetings were recessed at 6:14 p.m.

The Mayor reconvened the meetings at 7:02 p.m.

10. PLEDGE OF ALLEGIANCE

Alex Tong led the Pledge of Allegiance.

11. INVOCATION

Councilmember Rounds gave the Invocation.

INTRODUCTIONS

12. Representatives from the Chamber of Commerce

Joanne Klemm of Comet Insurance Agency

13. Representatives from the Youth Leadership Committee

Members introduced themselves.

14. ANNOUNCEMENTS

Rotary Club President Dennis Turner announced the 7th Annual Rotary Club Car Show on Oct. 18.

The Youth Leadership Committee made the Community Service Announcements.

PRESENTATIONS

15. Proclaiming October 2014 as “Breast Cancer Awareness Month” in Santa Fe Springs

Mayor Trujillo introduced a video clip from Channel 11 News which highlighted the City's activities promoting National Breast Cancer Awareness Month.

Mayor Trujillo introduced Monique Barraza-Gutierrez, founder of the Abby Barraza Foundation.

Councilmember Moore thanked Ms. Barraza-Gutierrez for all the work she has done to help save mothers, daughters, and wives. Councilmember Rounds thanked the Barraza family for bringing this issue to the forefront in Santa Fe Springs and he thanked Mayor Trujillo for "Painting the Town Pink."

16. Proclaiming October 23-31, 2014 as "Red Ribbon Week" in Santa Fe Springs

Program Coordinator Mary Tavera made the Red Ribbon Week presentation. Representatives from the following school districts received the proclamations: Little Lake City School District – Superintendent Dr. Phil Perez, School Board Members Lynn Berg and Richard Martinez; Los Nietos School District – Principal Octavio Perez; and Whittier Union High School District – Vice Principal Craig Campbell. The Council commended the Family & Youth intervention staff for their work with this program.

17. Proclaiming October 2014 as "Community Planning Month" in Santa Fe Springs

Wayne Morrell made the Community Planning Month presentation and introduced Planning staff. Planning Commissioners Susan Johnston and Ken Arnold accepted the proclamation. Councilmember Moore stated that the Planning Dept. is the major representative of the City to the business community and thanked them for their work.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

18. Committee Appointments

None

19. ORAL COMMUNICATIONS

The Mayor opened Oral Communications at 7:30 p.m. There being no one wishing to speak, Oral Communications were closed.

20. EXECUTIVE TEAM REPORTS

- Wayne Morrell reported on his attendance at the ICSC conference in San Diego. He spoke with a representative from Chick Fil-A and hopes to have a store open here soon. He also spoke many other companies and will follow up to see what develops.
- Noe Negrete reported on a traffic collision in which the driver hit and disabled a power pole. A power surge occurred which fried all the components. This resulted in a power outage. City staff replaced all the LED lights and cabinet components and had power restored using a generator by 6:40 a.m. Edison completed the permanent repairs by midnight. On behalf of the Public Works Dept., Mr. Negrete thanked the City Council for giving staff a new challenge through Painting the Town Pink and thanked the department for their work. The Mayor thanked Mr. Negrete and the department for their work.
- Dino Torres reported that a new commercial truck battery theft prevention flyer had been developed and that he was working with the Chamber of Commerce to distribute it.

- Mike Yule gave an update on the fire which occurred on October 4 on Sunshine Ave.

The four-alarm fire began in a paint manufacturing facility and affected two adjoining businesses.

- Jose Gomez reported that the year-end financial numbers should be available at next meeting.
- Maricela Balderas reported that the Friends of the Library donated \$6,500 to enable the Library to become a "subsite" of the main City webpage. The Activity Center will be closed from Oct 13 – Nov 3 due to the haunted house.
- Mayor Pro Tem Rios commended Joyce Ryan for the selection of the First Friday entertainment.
- Councilmember Rounds stated that Santa Fe Springs one step ahead in terms of all the programs that are run by the City and he thanked the staff.
- Councilmember Moore agreed and Mayor Trujillo expressed her appreciation of staff.

21. ADJOURNMENT

At 8:47, Mayor Trujillo adjourned the City Council meeting to October 23 at 4:30 p.m. in memory of former resident and employee Margarita Nieto-Trejo, former resident Linda Romero, and Maryann Barton, aunt of Councilmember Jay Sarno.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



ORDINANCE FOR PASSAGE

Ordinance No. 1062 - Adopting Chapter 102, titled "Solicitation, Panhandling, Peddling," to the Santa Fe Springs Municipal Code as it Pertains to Regulating Various Forms of Solicitation on Public Rights-of-Way, Door-to-Door Solicitation, and Solicitation on Public and Private Property

RECOMMENDATION

That the City Council waive further reading and adopt Ordinance No. 1062 which adopts Chapter 102, titled "Solicitation, Panhandling, Peddling" to the Santa Fe Springs Municipal Code.

BACKGROUND

The City has experienced various negative impacts created by aggressive solicitation, solicitation within public rights-of-way, door-to-door solicitation, and solicitation on public and private property.

These activities have negatively impacted the quality of life for residents in the community, local business owners, and property owners. The negative impacts have also affected the safety of vehicular and pedestrian traffic.

In an effort to mitigate these negative impacts, Staff is requesting approval of this Ordinance which amends the Santa Fe Springs Municipal Code by establishing regulations which prohibit aggressive solicitation activity, establishes parameters as to where solicitation may occur in public and private property, and establishes regulations for solicitation within the residential areas of the City. The regulations have been drafted to preserve the health, welfare, and safety of the residents of the City, while maintaining the protected freedom of speech provided to the solicitor under the United States Constitution.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal Notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on October 9, 2014, and published in a newspaper of general circulation (Whittier Daily News) on October 13, 2014, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of October 15, 2014,

Staff has received only one inquiry in the form of a question to clarify if real estate agents will be allowed to distribute flyers. Staff notified the inquiring party that they will be allowed subject to the new provisions.

A handwritten signature in cursive script, appearing to read "Thaddeus McCormack", followed by a small mark that looks like "for".

Thaddeus McCormack
City Manager

Attachment:
Ordinance No. 1062

ORDINANCE NO. 1062

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING CHAPTER 102 (SOLICITATION) OF THE CITY CODE**

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

Section 1. The City Council hereby adopts new Chapter 102 of the City Code, as set forth in Exhibit "A", attached hereto, the contents of which Exhibit are incorporated by reference as though fully set forth herein.

Section 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

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

AYES:

NOES:

ABSENT:

Juanita Trujillo, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

EXHIBIT A

Chapter 102 Solicitation

102.01 Purpose and Intent

It is the purpose of this Chapter to assist in the accomplishment of the following goals:

- (A) Protection of its citizens from the fear and intimidation accompanying aggressive solicitation; and
- (B) Protection of its citizens from solicitation in certain confined areas; and
- (C) Protection of the privacy and peaceful enjoyment of homes and businesses.

102.02 Definitions

AGGRESSIVE MANNER.

- (A) Any approach to another person, speaking to, or following a person or people in a manner as would cause a reasonable person to fear bodily harm or the commission of a criminal act upon the person, or upon property in the person's immediate possession; or
- (B) Touching another without such person's consent in the course of soliciting; or
- (C) Continuing to solicit from a person after such person has made a negative response or otherwise indicated a desire not to contribute; or
- (D) Intentionally blocking or interfering with the safe or free passage of the person solicited by any means, including causing such person to take evasive action or avoid physical contact or preventing such person from departing the location of the solicitation; or
- (E) Intentionally following the person solicited, without such person's consent, for the purpose of continuing to solicit after such person has made a negative response or indicated a desire not to contribute; or
- (F) Making any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat of bodily harm; or

(G) Rendering any service to a motor vehicle, including but not limited to cleaning, washing, protecting, guarding, or repairing of said vehicle or any portion thereof, without the prior consent of the owner, operator or occupant of such vehicle, and thereafter soliciting payment for the performance of such service, regardless of whether such vehicle is stopped, standing or parked on a public street or upon other public or private property; or

(H) Intentionally blocking, preventing, impeding or interfering with the free and unobstructed ability of the person solicited to enter into or emerge from any vehicle during the course of soliciting, or following a negative response by the person solicited to any such solicitation; or

(I) Intentionally blocking, preventing, impeding or interfering with the operation or movement of any vehicle operated or occupied by the person solicited, during the course of soliciting, or following a negative response by the person solicited to any such solicitation; or

(J) Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction, either before, during, or after solicitation.

COMMERCIAL PROPERTY. Any real property held, owned, or controlled by private interests and which is zoned by the City for any form of business enterprise, including but not limited to, retail office, commercial, industrial or recreation purpose.

COMMUNAL AREAS. Any area set aside by the owner in which the public may engage in such matters as discourse, recreation, or entertainment separate and apart from commercial patronage occurring at business establishments. Examples of communal areas include seating areas, plazas, or large walking areas. Restaurant seating restricted to particular patronage does not constitute a communal area.

CONTRIBUTION. The giving of anything of value, including money, property, or any type of financial assistance, or the pledging of anything of value, including money, property, or other type of financial assistance, or the purchasing or offering to purchase anything of value, including, but not limited to goods, services, books, real property, pamphlets, tickets, or subscriptions to publications.

PUBLIC PROPERTY. A place to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk, public parking lot, plaza, school, place of amusement, park, library, playground, entrances, hallway, lobby, and other portion of any business establishment.

SOLICITATION, PANHANDLING OR PEDDLING. Includes but is not limited to asking or begging by means of the spoken, written, or printed word or such other act, conducted for the purposes of obtaining an immediate donation or contribution of money or thing of value, signature, or endorsement whether for personal use or as a charitable contribution to any individual or organization, or any other purpose.

102.03 AGGRESSIVE SOLICITATION OR PANHANDLING

(A) It shall be unlawful for any person to request contributions, engage in panhandling or solicitation in an aggressive manner.

(B) Violation of this section shall be deemed an infraction.

102.04 UNLAWFUL SOLICITING

It shall be unlawful for any person to solicit, request contributions or panhandle when the person solicited is in any of the following places within the City limits:

(A) On any property at which a City facility is located, including but not necessarily limited to properties containing the entirety of the Civic Center complex, the Clarke Estate, fire stations, parks and libraries, and also at any location where the City is hosting or conducting an event; or

(B) Inside or within twenty (20) feet of any public restroom; or

(C) Within fifty (50) feet of the site of any automatic teller machine (ATM);
or

(D) At bus stops; or

(E) Any commercial property when such property is affixed with signage stating "NO SOLICITORS", or similar statement to the effect that solicitation is not permitted on the property, or is otherwise permitted only in restricted areas of the property.

1. Signage requirements:

(a) Excepting commercial property containing communal areas, the property owner shall post a "No Solicitors" sign of a size not less than 22 inches by 17 inches, with lettering of at least one inch in height, at each vehicular entry point to the property.

(b) For commercial property containing communal areas, the property owner shall post signs stating that:

"Solicitation of any type is permitted only in designated areas of the Commercial Property. Violators are subject to prosecution pursuant to Section 102.04. Contact the property manager for a permissible solicitation location." The signage shall be located at prominent entry points of the property, and at such other location which have been designated by the property owner as permissible solicitation locations. The size of the signs shall be not less than 22 inches by 17 inches with lettering of at least one inch in height.

(F) Violation of this section shall be deemed an infraction.

102.05 SOLICITATION ALONG RIGHT-OF-WAYS

(A) It shall be unlawful for any person to obstruct any street, road, highway, lane, center median, alley, sidewalk, or driveway in the course of soliciting.

(B) It shall be unlawful for any person to engage in soliciting in a manner that impedes pedestrian or vehicular traffic.

(C) It shall be unlawful for a solicitor to remain in a traffic lane when a traffic control signal allows traffic to flow.

(D) Violation of this section shall be deemed an infraction.

102.06 RESIDENTIAL SOLICITATION

(A) No person shall solicit in any of the residential zoned areas of the City:

1. Between the hours of 6:00 p.m. and 8:00 a.m. the following day, unless done by an appointment; or

2. At any house, apartment, or other dwelling to which is affixed a sign indicating "No Solicitors" or similar indication that no solicitation is desired by the occupants thereof; or

3. At any house, apartment, or other dwelling within a homeowner's association that maintains private streets where the homeowner's association has posted on each vehicular entry way to the property a notice in substantially the

following form "No Solicitors" or similar indication that no solicitation is permitted by occupants thereof; or

4. By using profane or abusive language or making verbal threats during or after the solicitation; or

5. By stepping onto or over the threshold of a doorway, unless invited to do so by the occupant; or

6. By placing hands, legs, or any portion of the solicitor's body in the doorway so that it reasonable appears that the door may not be closed, unless allowed to do so by the occupant; or

7. By refusing to immediately leave the solicited premises when asked to do so by any occupant, association member, property manager, or representative of the property; or

8. By knowingly making false statements or misrepresentation about the purpose of the solicitation.

(B) Violation of this section shall be deemed an infraction.

102.07 EXEMPTIONS FOR SOLICITATION

(A) Nothing herein contained shall apply to bona fide elementary, middle, high school groups engaged in fundraising or to charitable organizations, any person(s) soliciting or accepting contributions for any local, county, state or federal candidate's campaign, provided the candidate has filed the appropriate paperwork pursuant to local, state, and federal regulations, or any person(s) canvassing for any local, county, or federal candidates or issue.

(B) Any person showing proof to the Director of Police Services, or his designee, to be legally exempt from the regulations set forth in this Chapter.

(C) Violation of this section shall be deemed an infraction.

102.08 UNLAWFUL ACTIVITIES BY HOME SOLICITATION

(A) It shall be unlawful for any individual home solicitor, including individuals whose speech is protected by the federal and state constitution to:

1. Enter the premises of a private residence when a "No Solicitor" sign is posted; or

2. Remain upon any residential premises after the owner/occupant requests the solicitor to depart; or

3. Approach rear or side doors of residential premises; or

4. Block the free passage of the person being solicited; or

5. Intentionally make any physical contact with the person solicited without the person's consent; or

6. Fail to inform the person being solicited of the true identity of the organization the home solicitor represents and, if requested by the person being solicited, fail to produce identification for the organization which the home solicitor represents, including, if applicable, a City business license; or

7. Blow, ring a bell, or use any sound device, including any loud speaking radio or sound amplifying system, upon any of the city streets, alleys, parks, or other public places or upon any private premises in the City.

(B) Violation of this section shall be deemed an infraction.

102.09 HOME SOLICITATION REGISTRATION REQUIRED

Prior to engaging in any home solicitation activity, all individuals shall register with the Police Services Center. As part of the registration, the solicitor shall provide all of the following:

(A) Proof that he/she has satisfied the requirements under Section 35.073 pertaining to a Business Operation Tax Certificate.

(B) A California identification.

(C) An identification card issued by the corporation or organization he/she represents. The identification card must be worn while conducting the solicitation at all times.

(D) The time, date and area of which the solicitor will be canvassing.

(E) Violation of this section shall be deemed an infraction.



NEW BUSINESS

Fiscal Year 2013-14 Preliminary Financial Year-End Review

RECOMMENDATION

That the City Council:

- 1) Receive and file the report; and
- 2) Consider various uses of the additional Funds available in the General Fund.

BACKGROUND

As part of the City's annual fiscal year-end procedures, Staff compiles an "unaudited" recap of the City's actual General Fund revenues and operating expenditures compared to the final estimated budget for the year. While the figures are not final nor official, the recap is instrumental in helping Staff assess prior year expenditures and incorporate that information into future budget estimates. Staff expects to provide complete audited figures as part of the full Comprehensive Annual Financial Report (CAFR) presentation to the City Council next month.

"Actual vs. Budget" Information

Although the fiscal year comes to a close each June 30, all corresponding revenue and expenditure information is typically not fully available until late September. There is an inherent delay in receiving various revenues and invoices for payment, some of which come from the State or County.

Attached is a revenue and expenditure summary illustrating a comparison between budgeted and actual figures. Across the General Fund, the actual year-end financial information is favorable for both budgeted revenue and expenditure estimates. Revenues are higher than anticipated and expenditures are less than the amounts budgeted. Combined, this resulted in a \$2.5 million operational surplus, or approximately 7% of operational expenditures. Capital, or non-recurring, expenditures will be presented along with the CAFR next month. Following is a brief narrative describing some of the key components in the attachment.

Revenues

Overall, General Fund revenues were approximately 2% higher than anticipated. At \$44.3 million, revenues exceeded the budget estimate by slightly more than \$945,000. Most notably, Sales Tax revenues totaled approximately \$25.4 million or \$540,000 (2%) more than budgeted. The Utility User's Tax (UUT) produced roughly \$6.6 million or about \$330,000 (5%) more than anticipated in the revenue budget. Given the volatility in General Fund revenues over recent years, particularly Sales Tax, an overall 2% variance in expected revenues is an encouraging sign of a more favorable economic environment.



City of Santa Fe Springs

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Operating Expenditures

Overall, operating department expenditures totaled \$35.8 million, providing a savings of approximately \$1.5 million (4.2%) compared to the budgeted figures. Although there were customary actual-to-budget departmental fluctuations, all departments realized savings. The Fire-Rescue department was about \$495,000, or 3.5%, under their final budget estimate of \$14.3 million. The Planning and Community Services Departments had favorable budget variances of \$437,000 and \$357,000, respectively. In many department activities, the savings came from a combination of lower expenditures and sizable increases in applied revenue amounts. This was especially true in recreational activities and building permit fees.

One-Time Adjustments

In addition to the operational surplus above, there are two significant one-time adjustments that will favorably impact the City's finances.

Remaining Assigned Fund Balance Becomes Available – Almost one year ago, the City Council assigned (or set aside) \$9.3 million in General Fund monies within the City's fund balance to pay the State Department of Finance (under protest) as part of their "claw-back" provision demands in the aftermath of the dissolution of redevelopment. After paying the amount above to the State, the City itself received approximately \$928,000 as its allocated portion of the distributed funds. Consequently, it was not necessary to fully use the \$9.3 million in assigned fund balance. About \$928,000 remains and can be added to the City's Available General Fund balance. The City's independent auditors (Lance, Soll & Lunghard, LLP) concur that this adjustment is necessary.

Undoing of the State's "Triple Flip" Revenue Swap – During July 2004, as a result of the financial hardship being experienced in Sacramento, the State embarked on a revenue "swapping" procedure commonly referred to as the "triple flip." It allowed the State to reduce the amount of sales tax revenue provided to cities by 25% and backfill it with property tax revenues. Inevitably, this "swap" had unintended consequences. There are timing issues where backfill amounts are not available (or even known) during the period in which they were earned.

The State is now scheduled to discontinue the "triple flip" swap during the first quarter of 2015 and return to remitting cities the full sales tax revenue due on a more timely basis. In doing so, it will lead to an adjustment in the accounting of the funds and shifting to a recognition of the funds during the fiscal year in which they are earned. For the City of Santa Fe Springs, this adjustment will add \$2.4 million in available / unassigned General Fund monies to the Fiscal Year 2013-14 financial statements. It is important to note that this is a one-time adjustment that does not reflect an on-going corresponding increase in sales tax revenue in future years. The City's independent auditors (Lance, Soll & Lunghard, LLP) concur that this adjustment is also necessary.



City of Santa Fe Springs

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Summary

Below is a summary comparing the General Funds' budgeted vs. actual year-end figures and one-time adjustments:

	Final Budget	Actual
Revenues	\$43,397,000	\$44,343,661
Expenditures	37,406,700	35,840,090
Non-Recurring/Transfers	5,887,400	5,887,400
Total Uses	43,294,100	41,727,490
Operational Surplus	\$102,900	\$2,616,171
One-time Adjustments:		
Assigned Balance Avail.	-----	928,000
Undoing of "Triple-Flip"	-----	2,400,000
Total Adjustments	\$ -----	\$3,328,000
Total Increase in Available Fund Balance	\$102,900	\$5,944,171

General Fund – Available Fund Balance

Last year's financial statements reflected \$15.7 million in the General Funds available / unassigned fund balance. For FY 2013-14, if no appropriation action is taken by the City Council, approximately \$5.9 million would be added to last year's balance. Therefore, the General Fund would have an available / unassigned fund balance of approximately \$21.6 million as of June 30, 2014.

Potential Uses for General Fund Balance

Given the size and non-recurring nature of the additional funds that have become available to the City, and the unknown disposition of the approximate \$9.3 million that is the subject of the city's lawsuit with the State, the City Council may want to consider a select number of use options for the additional one-time revenue. In addition to increasing the City's General Fund reserves, a portion of the funds could be used to fund identified high-priority capital improvement projects. This type of action was taken in recent years as the City addressed the City Hall's HVAC needs and General Plan update in this manner.

Another potential use for consideration is making an additional contribution to the City's Other Post Employment Benefit (OPEB) Trust. The City already budgets approximately \$1.6 million per year towards this effort. Any additional contribution would further reduce the City's long-term unfunded liability.



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FY 2014-15 Budget Monitoring

The expenditure review process is closely interconnected with the budget preparation and oversight process. It is a year-round task that departments have come to understand and appreciate. In February, the Council will be reviewing a budget summary for the first half of FY 2014-15.

Subsequently, Staff will be setting its sights on the preparation of the Revised FY 2015-16 Budget, the 2nd year of the current two-year budget. It will largely update revenue and expenditure estimates with the latest forecasts available. Staff will continue working closely with the Council budget subcommittees in integrating and aligning organizational priorities with resource allocation.

Thaddeus McCormack
City Manager

Attachment:

FY 2013-14 Budget to Actual Summary

Final FY 2013-14 Budget to Actual Summary (General Fund) - Unaudited

Revenues

Type	Final Budget	Actual	Variance	
			Favorable / (Unfavorable) \$	%
Sales Tax	24,900,000	25,440,401	540,401	2.2%
Utility Users Tax	6,300,000	6,634,353	334,353	5.3%
Franchise Tax	2,616,000	2,642,115	26,115	1.0%
Property Tax	3,200,000	3,465,551	265,551	8.3%
Motor Vehicle In Lieu Tax	1,588,000	1,595,953	7,953	0.5%
Other Taxes	1,457,000	1,488,405	31,405	2.2%
Use of Money & Property	871,000	866,630	(4,370)	-0.5%
Other Revenue	2,465,000	2,210,253	(254,747)	-10.3%
Total Revenues	43,397,000	44,343,661	946,661	2.2%

Expenditures (Operating Departments)

Department/Activity	Final Budget	Actual	Variance	
			Favorable / (Unfavorable) \$	%
General Government	\$ 2,398,800	\$ 2,311,943	\$ 86,857	3.6%
Finance and Admin Svcs.	3,582,700	3,443,770	138,930	3.9%
Police	9,294,000	9,176,910	117,090	1.3%
Fire-Rescue	14,272,000	13,777,150	494,850	3.5%
Planning and Development	(248,400)	(685,433)	437,033	175.9%
Public Works				
Engineering	478,800	485,300	(6,500)	-1.4%
Maintenance	5,654,700	5,630,051	24,649	0.4%
Subtotal	6,133,500	6,115,351	18,149	0.3%
Community Services				
Parks and Recreation	1,756,100	1,609,519	146,581	8.3%
Library & Cultural Services	1,489,400	1,428,896	60,504	4.1%
Family & Human Services	1,314,700	1,164,782	149,918	11.4%
Subtotal	4,560,200	4,203,196	357,004	7.8%
Overhead Recovery *	(2,586,100)	(2,502,796)	(83,304)	-3.2%
Total Operating Exp.	\$ 37,406,700	\$ 35,840,090	\$ 1,566,610	4.2%

* In the budget document, overhead recovery is included within the Finance & Admin. Services Dept.



City of Santa Fe Springs

City Council Meeting

November 13, 2014

NEW BUSINESS

Declaration of Surplus Property and Authorization of the Sale Listing by a Fire Equipment Brokerage Company

RECOMMENDATION

That the City Council:

1. Declare a 1998 E-One Fire Engine (Unit #822) as surplus equipment; and
2. Authorize the Fire Chief to list the above Engine for sale through The Bressler Group, Inc.

BACKGROUND

Currently, the Department of Fire-Rescue maintains a fleet of six fire engines in addition to the newly acquired Office of Emergency Services State Fire Engine. Three of the six engines are front-line response apparatus. The remaining three are reserve apparatus to be placed in service when front line equipment is taken out of service for repair and/or maintenance or to respond by request out of the area, (e.g., brush fire response). The engine proposed to be sold is the oldest of the fleet and not economically feasible for the City to continue to maintain and operate.


With the sale of the engine, the Department of Fire-Rescue will have two fire engines to be used as reserve apparatus in addition to the State OES Engine. The Fire Chief believes that the sale of the engine will not inhibit the response capability of the department.

The Bressler Group, Inc. - The Bressler Group is a brokerage company for previously-owned fire apparatus. Jay Bressler of the Bressler Group has been working with the City for over 39 years and has sold at least 8 of the City's previously-owned fire apparatus. If authorization is provided by the Council, the Fire Chief would subsequently present purchase offers for the engine back to the City Council for authorization to sell including all details of the sale contract. Following is a more detailed description of the apparatus:

Unit	Year	Dept.	Make/Model	VIN#	Mileage
822	1998	Fire	E-One / Type-1	4ENGAAA87W1008766	Estimated 100,000+ (Odometer non-operable)

FISCAL IMPACT

There are no costs or fees to list the engine for sell with The Bressler Group, Inc.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

November 13, 2014

NEW BUSINESS

Acceptance of a 2013 State Homeland Security Grant (SHSGP) Award from the Los Angeles Area Fire Chiefs Association for the Purpose of Purchasing Training Equipment and Materials for the International Association of Fire Fighters (IAFF) Fire Ground Survival Training Program

RECOMMENDATION

That the City Council accept \$100,179.65 from the Los Angeles Area Fire Chiefs Association for the purchase of an IAFF Fire Ground Survival Training Trailer/Props and to host regional "Fire Ground Survival" training classes at the Santa Fe Springs Regional Homeland Security Training Center.

BACKGROUND

The Los Angeles Area Fire Chiefs Association (LAAFCA) was awarded a grant for \$525,000 dollars from the State Homeland Security Grant Program (SHSGP) that will be used to purchase equipment and training materials for the IAFF Fire Ground Survival (FGS) Training Program. LAAFCA allocated \$100,179.65 of these grant funds to the Santa Fe Springs Department of Fire-Rescue for the following:

- Purchase of an IAFF Fire Ground Survival Trailer including props and training materials;
- Hosting of "train-the-trainer" certification classes for 150 Regional Instructors throughout the Los Angeles County region, including members from the Santa Fe Springs Fire-Rescue Department. The 150 instructors would have the responsibility of certifying the greater region of over 9,000 firefighters in the Fire Ground Survival (FGS) Program. The Santa Fe Springs Regional Training Center would host the training, equipment, and props for the southeast fire departments of Los Angeles County.

The purpose of the IAFF Fire Ground Survival (FGS) Program certification is to provide a fire ground survival trainer standard consistent with the health and safety needs of the fire service throughout the United States and Canada. Those successfully completing the course will have demonstrated the knowledge and skills required to address the critical elements of fire ground survival.

Technical Training Props, a Division of CPAT Distribution, INC., is the only IAFF-authorized manufacturer of the Fire Ground Survival Training Props, including the Fire Ground Survival Trailer. In essence, because of their IAFF status they are considered a "Sole Source" provider for the required equipment. Supporting documentation is attached.



City of Santa Fe Springs

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Furthermore, the IAFF is the only agency that provides the training program necessary to become certified in Fire Ground Survival and is inherently the sole path for participating agencies. The training program offered includes materials such as Instructor Guides, PowerPoint Presentations, FGS Instructional Videos, FGS Instructional Posters, and Practical Skill Evaluation Sheets. The attached support documentation shows an estimated cost of Fire Ground Survival Certifications at \$200 per student. Three classes of 50 students each are anticipated for the train-the-trainer certification.


Fire Ground Survival Trailer & Props	Cost
CPAT Distribution, INC	\$70,179.65

Fire Ground Survival Certification	Cost
IAFF – 150 students x \$200	\$30,000.00

Total: \$100,179.65

FISCAL IMPACT

The entire purchase and training are part of the California 2013 State Homeland Security Grant Program (SHSGP) and is 100% reimbursable to the City.


Thaddeus McCormack
City Manager

Attachments:

Technical Training Props Sole Source
IAFF FGS Training Purpose/Certification
IAFF FGS Training Props Description
CPAT Distribution Trailer/Prop Estimate
IAFF Certification Invoice Estimate



Technical Training Props

a division of

CPAT DISTRIBUTION, INCORPORATED

Technical Training Props, a Division of CPAT Distribution, Inc., is the Sole Source manufacturer of all IAFF FGS Training Props, including the IAFF FGS Trailer Prop, Disentanglement Prop, Low/Reduced Profile Prop, Escape Window Prop and any similar adjuncts to these props.

The IAFF FGS Training Props and Trailer are duplicates to the original model trailer/prop provided to the IAFF in 2013, meeting FGS Training and Personnel certification Equipment standards required for fire department training and personnel certification.

See attached letter from the IAFF stating our affiliation.

If you have any questions, please contact either Curtis McCart (626)786-9333 or Wendy McCart (626)786-9339

Thank you,

Wendy McCart, President
CPAT Distribution, Inc.



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS®

HAROLD A. SCHAITBERGER
General President

THOMAS H. MILLER
General Secretary-Treasurer

To Whom it May Concern:

The purpose for the IAFF Fire Ground Survival (FGS) Program certification is to provide a fire ground survival trainer standard consistent with the health and safety needs of the fire service throughout the United States and Canada. Those successfully completing this course will have demonstrated they possess the knowledge and skills required to address the critical elements of fire ground survival.

FGS is the most comprehensive survival skills and Mayday prevention program currently available within the fire service. Incorporating federal regulations, proven incident management best practices and survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS program aims to educate all fire fighters to be prepared if the unfortunate happens.

The International Association of Fire Fighters (IAFF) is the only agency that provides the training program necessary to become certified by the IAFF in Fire Ground Survival and thus should be considered as "Sole Source". Technical Training Props DBA, CPAT Distribution INC. is the only authorized manufacture for the IAFF FGS Survival Props and the IAFF FGS Mobile Training Apparatus (FGS Training Trailer) and thus should be considered "Sole Source".

This program was developed by the International Association of Fire Fighters, Division of Occupational Health, Safety and Medicine in cooperation with the International Association of Fire Chiefs. The materials produced throughout the development of the Fire Ground Survival Program are the proprietary right of the IAFF.

No part of it may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise without written permission from the International Association of Fire Fighters. None of the materials may be sold for a profit under the provisions of public domain.

These materials have been copyrighted under the copyright laws of the United States and Canada. Copyright © 2010 by the International Association of Fire Fighters. International Standard Book Number (ISBN) is 0-942920-53-8.

Materials protected by the Copyright include, but are not limited to:

- Instructor Guides
- PowerPoint Presentations
- FGS Instructional Videos
- FGS Instructional Posters
- FGS Survival Props
- FGS Mobile Training Apparatus (FGS Training Trailer)
- Practical Skill Evaluation Sheets

January 30, 2014
Page 2 of 2

For additional information, please contact the IAFF Headquarters at 202-824-1572.

Sincerely,

A handwritten signature in cursive script that reads "Patrick Morrison". The signature is written in dark ink and is positioned above the printed name and title.

Patrick Morrison
Assistant to the General President
Occupational Health, Safety and Medicine
International Association of Fire Fighters

IAFF Fire Ground Survival (FGS) Prop Product Description

The FGS training props are designed to simulate "real" fire scene structures / scenarios for fire personnel to practice their fire ground survival skills. The IAFF FGS Props are safe, well built, durable, provide for an accurate simulation of the actual survival skill and allow access for instruction and safety. Additionally, the design allows for quick assembly prior to training and easy disassembly for transportation and storage.

The FGS Props are fabricated from high grade structural aluminum and powder coated per IAFF specifications. Items included in a set of IAFF FGS Props are:

Low Reduced Profile Prop

Disentanglement Prop

Upper – Floor Egress Prop

Set of Course Instruction signage

11 Total (6 aluminum , 5 sentra)

Set of sign holders (4)

4 IAFF FGS Logo signs

Note: 2 signs are to mount to props, 4 go into sign holders, 5 (sentra) are for "free standing" class room, and 4 IAFF FGS logo mount to props.

CPAT DISTRIBUTION, INC

23905 Clinton Keith Road
Suite 114-122
Wildomar, CA 92595 US

(626) 797-9025
cpatdistribution@yahoo.com
www.cpatdistribution.net



ADDRESS
Santa Fe Springs Fire Dept.
Attn: Sean

SHIP TO
Santa Fe Springs Fire Dept.

ESTIMATE NO. 1039
DATE 10/03/2014
EXPIRATION DATE

FGS Trailer	1	40,665.00	40,665.00
FGS TRAILER			
FGS Props	2	11,860.00	23,720.00
FGS Props:			
Disentanglement Prop			
Low/Reduce Profile Prop			
Window Prop			
1 Set of 4 Sign Holders			
11 Instruction Signs w/stickers			

We look forward to being of service.

SUBTOTAL	64,385.00
TAX (9%)	5,794.65
TOTAL	\$70,179.65

Accepted By

Accepted Date

Thank you for your business.

International Association of Fire Fighters
 1750 New York Avenue N.W.
 Washington, D.C. 20006-5395
 (202) 824.8634
 (202) 737-8418 fax
 www.iaff.org

Invoice No. 6/12/2014 FGS

INVOICE

Sold To: Los Angeles City Fire Department
 Attn: Andy Ruiz – 1011478
 200 North Main Street, 16th Floor
 Los Angeles, CA 90012

Ship To: Los Angeles City Fire Department
 Attn: Andy Ruiz – 1011478
 200 North Main Street, 16th Floor
 Los Angeles, CA 90012

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date
1011478		6/12/2014	FGS	Net 30	6/12/2014
Qty	Description			Unit Price	Extended Price
50	Fire Ground Survival Certification – NOT ENTERED IN IMIS YET - UPDATED Fire Ground Survival Certifications Registration 				



City of Santa Fe Springs

City Council Meeting

November 13, 2014

NEW BUSINESS

Professional Services Contract Agreement for ARTFEST 2015

RECOMMENDATION

That the City Council authorize the Director of Community Services to execute a Professional Services Contract Agreement with Yolanda Garcia in the amount of \$30,000 for the Annual ARTFEST Event scheduled to be held on May 8, 2015.

BACKGROUND

Through the guidance of the Heritage Arts Advisory Committee (HAAC), the City hosted its 2nd Annual Art Fest on May 29, 2014, at the Clarke Estate. Over 150 artists showcased their various mediums of fine arts. An estimated 1500 guests attended this festival which was well received by the community.


The HAAC has recommended hosting the 2015 ARFEST on Friday, May 8, 2015, at the Clarke Estate and again employing the professional services of Yolanda Garcia. Services are to include: commissioning all artists and art vendors; handling and storing of artwork; and managing art sales, with a collaborative effort for the overall ARTFEST event. The contract term is a nine-month agreement not to exceed beyond July 31, 2015.

The event will follow the same format as previous years by: highlighting local artists; offering art pieces available for purchase; and providing entertainment, food, and beverages.

The Mayor may call upon Jeff Mahlstede, Community Services Supervisor, to answer any questions the Council may have regarding the proposed Professional Services Contract Agreement.

FISCAL IMPACT

The ARTFEST 2015 event will be financed through the Art in Public Places Program Fund for a total of \$30,000.


Thaddeus McCormack
City Manager

Attachment:

Professional Services Contract Agreement

**CITY OF SANTA FE SPRINGS
CONSULTANT AGREEMENT
SFS ART FEST 2015 EVENT**

This Agreement, made and entered into this **29** day of **October, 2014** by and between the CITY OF SANTA FE SPRINGS (CITY) and Yolanda Garcia, Independent Contractor (EVENT COORDINATOR), CITY and EVENT COORDINATOR (Parties) hereby enter into in consideration of the mutual covenants and promises contained herein. The Parties mutually agree as follows:

EVENT COORDINATOR agrees to perform the following consulting services for the **CITY OF SANTA FE SPRINGS ARTFEST 2015 to commence on October 29, 2014 and shall terminate on July 31, 2015.** ARTFEST 2015 will take place on **Friday, May 8, 2015 from 6 pm to 10 pm at the Clarke Estate located at 10211 Pioneer Blvd, Santa Fe Springs, CA. 90670.** The EVENT COORDINATOR will provide consulting services for these four event areas: 1) Pre-Art Fest Event Preparation; (2) Art Fest Event Implementation; (3) City Library Art Show (library display and sale); and (4) Post Art Fest and City Library Art show.

I. EVENT COORDINATOR LIST OF RESPONSIBILITIES

The following responsibilities shall be managed by the EVENT COORDINATOR and/or Event Coordinator's Staff. EVENT COORDINATOR shall be available and provide professional services for the CITY's ARTFEST 2015 as described below. All reports shall be delivered in person in two forms, hardcopy and electronically (in excel or word format) per Contract Administrator's direction. The CITY'S Contract Administrator will be the Director of the Community Services Department and/or her designee.

- a. **Meetings with Contract Administrator:** EVENT COORDINATOR shall attend the following scheduled meetings with ARTFEST Contract Administrator to provide updates:
- 2nd Tuesday of the month, October – December, 2014 (time to be determined by Contract Administrator)
 - 2nd and 4th Tuesday of the month, January – April, 2015 (time to be determined by Contract Administrator)
 - Meeting dates may be changed at the mutual consent of both Parties.
 - Additional meeting may be scheduled at the request of Contract Administrator and Heritage Arts Advisory Committee (HAAC)

The purpose of the meetings will be to ensure deadlines are being met and tasks are completed by both the EVENT COORDINATOR and CITY.

- b. **Social Media Marketing:** EVENT COORDINATOR shall collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2015 through each Parties social media forums (i.e. Facebook, Twitter, Instagram) which identifies marketing partnership under the EVENT COORDINATORS business name "Casita Del Pueblo". All Social media marketing shall be approved by the Contract Administrator. EVENT COORDINATOR shall begin to provide all Social Media Marketing material to the City's Social Media Administrator no later than November 3, 2014 and EVENT COORDINATOR shall continue providing information for the duration of this agreement
- c. **ART HANDLING:** EVENT COORDINATOR shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive is the sole responsibility of the EVENT COORDINATOR. (City will provide ladders for installation of art during the art show in the CITY library). EVENT COORDINATOR may use the City owned art displays, equipment, materials, etc.

II. EVENT COORDINATOR LIST OF DELIVERABLES

The following deliverables shall be managed by the EVENT COORDINATOR. EVENT COORDINATOR shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered in person in two forms, hardcopy and electronically.

- a. **Cataloging Protocols:** EVENT COORDINATOR shall provide the Contract Administrator with a database (Excel) file that includes the following information per the requested dates / timeline herein.
 - Artist Name
 - Name of Art Piece
 - Sale Price
 - Medium
 - Size
 - Photo
 - Location of Art / Artist
1. **Pre- Art Fest Preparation** - EVENT COORDINATOR shall provide the Contract Administrator with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. (See 1a, 1c, 1d).

During the Pre-Art Fest preparation, the consultant shall conduct, perform and complete the following services:

- a. Distribution of "Calling All Artists" Promotional Card – EVENT COORDINATOR shall routinely distribute, upon receipt from the City, to all local art venues / studios including, local shops, boutiques, stores, and colleges. EVENT COORDINATOR shall provide Contractor Administrator a report of "Calling All Artist" distribution list.
 - Distribution to contacts, facilities etc. begin no later than November 14, 2014 and remain available through April 8, 2015. (CITY staff shall be responsible for distributing promotional cards within CITY facilities)
 - EVENT COORDINATOR shall contact and recruit youth artists in the local high schools (i.e. Santa Fe High School, Pioneer High School, St. Paul High School) and non-profit organizations no later than October 30th, 2014..
EVENT COORDINATOR shall report back to Contract Administrator upon completion of these tasks. Report shall include venues, schools and contact information and dates of established contact.
- b. EVENT COORDINATOR shall refer all artists to city website for proper application and submission protocol.
 - All applications provided by the CITY must be submitted to the Gus Velasco Neighborhood Center to the attention of the Contractor Administrator. Applications may also be submitted electronically via the City website. If any applications are received at Casita Del Pueblo, the EVENT COORDINATOR shall submit the completed applications to the Gus Velasco Neighborhood Center within 72 hours.
 - EVENT COORDINATOR shall submit all artist applications to the CITY by April 8, 2015.
 - No submissions will be permitted after this deadline without the approval of Contract Administrator.

- c. EVENT COORDINATOR shall submit all approved Cataloged Artists, Cataloged Raffle Items (follow cataloging protocol as referenced above) and approved Artist Vendors (follow the cataloging protocol as referenced above). to THE CITY by April 13, 2015 at Noon.
 - **Requirements:** There shall be no more than 150 Artists with no more than two pieces of art per artist, 25 Raffle Items and 16 Artist Vendors. Dia de Los Muertos art shall not be more than 10% of artwork submitted. Any increase in the number of artists, raffle items and artist vendors require the confirmation and/or approval of the Contract Administrator.
- d. Collection of Artwork and Storage at the Clark Estate is the responsibility of EVENT COORDINATOR. The following dates and times are available to the EVENT COORDINATOR for collection and storage of artwork:
 - Sunday, May 3 11:00 a.m. – 2:00 p.m.
 - Monday, May 4 11:00 a.m. – 9:00p.m.
 - Tuesday, May 5 8:00am. – 2:00p.m.
 - Wednesday, May 6 8:00a.m. – 9:00p.m.
- e. EVENT COORDINATOR shall coordinate with Contract Administrator event layout and art components. (Contract Administrator will schedule meeting).
 - identify medium categories and display locations
 - EVENT COORDINATOR shall provide list of medium categories and display location layout to Contract Administrator by April 20, 2015.

2. Art Fest Event Implementation

EVENT COORDINATOR shall provide the Contract Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein. (See 2b, 2c)

- a. EVENT COORDINATOR shall manage and oversee raffle set up and distribution
 - EVENT COORDINATOR shall assist with coordination of the welcome tables
 - CITY staff shall facilitate the selection of winners and related announcements;
 - All uncollected raffle items will be transported by EVENT COORDINATOR to EVENT COORDINATOR's business location for coordination and distribution to raffle winners.
- b. EVENT COORDINATOR shall be responsible for hanging all Art Work at the Clarke Estate
 - EVENT COORDINATOR shall be responsible for preparation of all art to be labeled and tagged by May 7, 2015;
 - EVENT COORDINATOR shall have all artwork hung and displayed by 4:00 p.m. on May 8, 2015;
- c. EVENT COORDINATOR shall be responsible for all sales of art at Clarke Estate
 - EVENT COORDINATOR shall provide receipt to purchaser of art sold;
 - EVENT COORDINATOR shall tag displayed items as sold;
 - EVENT COORDINATOR shall provide report to the Contract Administrator of items sold and money collected by May 14, 2015; Report shall include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name.

3. City Library Art Show

EVENT COORDINATOR shall provide the Contract Administrator with a schedule indicating the completion of tasks and provide the following information per the requested timeframe herein. (See 3a, 3b, 3d, 3e)

- a. EVENT COORDINATOR shall transfer art to CITY library at conclusion of Art fest event on May 8, 2015.
 - Art relocation to library begins at 10:30 p.m. and concludes by 1:00 a.m. May 9, 2015. All artwork not being displayed during the CITY'S Library Art Show must be transported by the EVENT COORDINATOR to the EVENT COORDINATOR'S business location by May 15, 2015.
 - EVENT COORDINATOR shall coordinate the breakdown of art exhibit with Contract Administrator.
- b. Hanging of art in the City Library
 - EVENT COORDINATOR shall complete hanging of art utilizing EVENT COORDINATOR'S S staff (with assistance of Public Works employee) between May 11th, 9:00 a.m. – May 15, Noon;
- c. EVENT COORDINATOR shall coordinate Library layout and art components with the approval of the Contract Administrator;
- d. EVENT COORDINATOR shall be responsible for the re-cataloging of all art transferred to the library in accordance with the cataloging protocol referenced above. Re-cataloging shall be provided to the Contract Administrator by May 15, 2015, 3:00 p.m. not to include the location of art displayed in Library.
- e. Sale of art at the City Library
 - EVENT COORDINATOR shall meet with Contract Administrator for approved sales procedure.
 - EVENT COORDINATOR shall tag items sold as either PENDING or SOLD.
 - All unsold artwork and artwork not picked up by artists shall be transported by the EVENT COORDINATOR to the EVENT COORDINATOR'S business location for further coordination of proper return by CONSULTANT and no later than June 30, 2015;
 - EVENT COORDINATOR shall provide a written report to the Contract Administrator to include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name no later than June 30, 2015.

4. Post Art Fest and Art Show

EVENT COORDINATOR shall provide the Contract Administrator with written reports as indicated by the requested timeline herein. (See 4a)

- a. EVENT COORDINATOR Debriefing Report: A special meeting between EVENT COORDINATOR and Contract Administrator shall be held on May 22, 2015 to debrief and discuss the outcome of the event. In addition, EVENT COORDINATOR shall present a preliminary written report to the Contractor Administrator. This report will be shared by Contract Administrator with the HAAC at the first official meeting following the Art Fest event on May 8, 2015. A final report shall be due July 10, 2015, 10 days after the completion of the City Library Art Show on June 26, 2015. The final report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, the Art Fest including raffle, the total of artists, vendors, and attendees, total sales from Art Fest, analysis of the library art show, and total sales from the library art show. (HAAC may request the EVENT COORDINATOR'S attendance at an HAAC meeting. Contract Administrator will inform EVENT COORDINATOR if such request is made by HAAC).

III. COMPENSATION AND METHOD OF PAYMENT

a. CITY shall compensate EVENT COORDINATOR for the services of ARTFEST 2015. The total compensation for the term of the contract will not exceed \$30,000.00. EVENT COORDINATOR shall not receive additional compensation in excess of the above amount unless approved in writing by the Contractor Administrator and unless both parties agree to the new terms set forth in writing; at which point, this agreement will be considered revised and amended by the new agreement.

b. In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the EVENT COORDINATOR under this Agreement, the CITY shall compensate the EVENT COORDINATOR in accordance with the following payment schedule.

1. Upon execution of the agreement, the EVENT COORDINATOR shall be paid \$7,500 in accordance with the EVENT COORDINATOR'S Pre- ARTFEST Preparation deliverables:
2. Upon completion of the ARTFEST event on May 8, 2015 the EVENT COORDINATOR shall be paid \$7,500;
3. Upon completion of City Library Art Show set-up on May 15, 2015 the EVENT COORDINATOR shall be paid \$7,500
4. Upon completion of the written final report submitted on June 30, the EVENT COORDINATOR will be paid \$7,500

c. Method of Payment

1. Based on the payment schedule EVENT COORDINATOR shall submit an invoice to the City's Contract Administrator containing the following:

- i. Dates services performed
- ii. Description of services performed

2. Payments of each invoice will be made after acceptance and approval of the Contract Administrator.

IV. INDEPENDENT CONTRACTOR

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the CITY and EVENT COORDINATOR. EVENT COORDINATOR is an independent contractor and not an employee of the CITY or any of its subsidiaries or affiliates. The consideration set forth in the execution of deliverables shall be the sole consideration due to EVENT COORDINATOR for the services rendered hereunder. It is understood that the CITY will not withhold any amounts for payment of taxes from the compensation of EVENT COORDINATOR hereunder. EVENT COORDINATOR shall not represent to be or hold himself out as an employee of the CITY and EVENT COORDINATOR acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CITY'S regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be EVENT COORDINATOR'S sole responsibility and EVENT COORDINATOR shall indemnify and hold THE CITY OF SANTA FE SPRINGS harmless

from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

V. CONFIDENTIALITY

In the course of performing consulting services, the parties recognize that EVENT COORDINATOR shall come in contact or become familiar with information which the CITY or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, confidential information pertaining to the organization and its employees. EVENT COORDINATOR shall agree to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate CITY personnel or their designees.

VI. STANDARD OF CARE

- a. The EVENT COORDINATOR, in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the EVENT COORDINATOR trade or profession currently practicing under similar conditions and in similar locations. The EVENT COORDINATOR shall take all special precautions necessary to protect the EVENT COORDINATOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- b. All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these areas.
- c. The EVENT COORDINATOR shall employ sufficient personnel to perform all work as described in this Agreement.
- d. The EVENT COORDINATOR shall furnish all labor (City will assist with library installation), equipment and required materials needed to maintain all contracted areas (will utilize City purchased portable wall units, and grids) to a level acceptable to the CITY. All materials are subject to CITY approval.
- e. The EVENT COORDINATOR shall provide all necessary vehicles for transportation and related duties. The EVENT COORDINATOR shall make arrangements with the CITY for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the EVENT COORDINATOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the EVENT COORDINATOR professional performance or the furnishing of materials or services relating thereto.

VII. REPRESENTATIONS AND WARRANTIES

The EVENT COORDINATOR shall make no representations, warranties, or commitments binding the CITY without the CITY'S prior consent.

VIII. LEGAL RIGHT

- a. EVENT COORDINATOR shall, indemnify, hold free and harmless the AGENCY and its appointed and elected officials, officers, and employees from and against any and all damages

to property or injuries to or death of any person or persons, including reasonable attorney fees and shall indemnify, save and hold harmless AGENCY and its appointed and elected officials, officers, and employees from damages and expenses, including but not by way of limitation, all civil claims, worker's compensation claims, and all other claims resulting from or arising from of the acts, errors or omission of EVENT COORDINATOR, whether intentional or negligent, in the performance of this Agreement.

- b. The EVENT COORDINATOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The EVENT COORDINATOR shall take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The EVENT COORDINATOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.
- c. EVENT COORDINATOR shall comply with the CITY's Harassment Policy. The CITY prohibits any and all harassment in any form.

IX. INSURANCE

EVENT COORDINATOR shall submit to the CITY the required insurance certificates for the EVENT COORDINATOR and its team. The EVENT COORDINATOR shall indemnify and hold the CITY and its officers, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act or omission of EVENT COORDINATOR, or of anyone acting under EVENT COORDINATOR direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract. Notwithstanding the foregoing, any duty to indemnify shall not include a duty to defend until a finding, by a court of competent jurisdiction, that EVENT COORDINATOR's willful misconduct, negligent performance, or failure to perform was a legal cause of claimant's damages, but only to the extent thereof.

The EVENT COORDINATOR shall maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the EVENT COORDINATOR:

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

EVENT COORDINATOR shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 10 day notice of cancellation is required. The CITY will provide additional event insurance for the security of art pieces when in the possession of the CITY.

X. LEGAL FEES

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees. For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

XI. MEDIATION/ARBITRATION

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

XII. NOTICE

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the CITY shall be, unless otherwise stated in this Agreement:

CITY OF SANTA FE SPRINGS
Gus Velasco Neighborhood Center
9255 S. Pioneer Blvd.
SANTA FE SPRINGS, CA 90670
CONTACT: Maricela Balderas, Director of Community Services
PHONE: (562) 692-0261 FAX: (562) 695-8620

2. The representative of the EVENT COORDINATOR shall be:

Casita Del Pueblo
13100 Philadelphia St.

Whittier, CA 90601
PHONE (562) 693-2844

B. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or delivery by a bonafide mail service and shall be deemed communicated as of the date of receipt.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

IXV. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the EVENT COORDINATOR shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the CITY. The EVENT COORDINATOR also agrees not to specify any product, treatment, process or material for the project in which the EVENT COORDINATOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The EVENT COORDINATOR shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The EVENT COORDINATOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the EVENT COORDINATOR has a financial interest as defined in Government Code Section 87103. The EVENT COORDINATOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

XV. TERMINATION OF AGREEMENT

a. Either party may terminate this Agreement upon Forty Five (45) days prior written notice.

b. Any amendments or changes in the scope of work as outlined above must be communicated in writing and must be agreed to by both Parties. Revisions must include revised scope of work deadlines, compensation. Both Parties agree to fulfill revised Agreement terms and deliverables as stated in the Agreement.

c. If the deliverables listed herein are not met by the EVENT COORDINATOR deadlines specified, a daily \$100 reduction of compensation may be applied.

d. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

e. Binding Effect, Assignment. This Agreement shall be binding upon and shall enure to the benefit of the CITY and to the CITY'S successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by EVENT COORDINATOR of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the CITY.

f. Governing Law, Severability. This Agreement shall be governed by the laws of the State of California.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

By _____
Yolanda Garcia, Event Coordinator

Date: _____

By _____
Maricela Balderas
Director of Community Services Department
City of Santa Fe Springs

Date: _____



City of Santa Fe Springs

City Council

November 13, 2014

NEW BUSINESS

City Manager and City Attorney Employment Agreement Amendments

RECOMMENDATION: That the City Council approve the proposed amendments to the Employment Agreements with the City Manager and City Attorney.

BACKGROUND

At the direction of the Mayor and members of the City Council, the City Attorney has prepared amendments to extend the current employment agreements for the City Manager and the City Attorney. The changes are described below.

City Manager – 2nd Amendment

1. Extends the term for four years, to January 31, 2019.
2. Increases the base salary by 5.5%, effective February 1, 2015.
3. Changes "senior management employees" to "Executive management employees," to incorporate up-to-date terminology.

City Attorney – 1st Amendment

1. Extends the term for one year, to June 30, 2016.
2. Makes same change described above regarding "Executive management employees."

In all other respects these two agreements will remain unchanged.

Anita Jimenz
City Clerk

Attachments:

Second Amendment to the City Manager's Employment Agreement
First Amendment to the City Manager's Employment Agreement
Agreement for Employment of City Manager
First Amendment to the City Attorney's Employment Agreement
Agreement for Employment of City Attorney

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

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 13th day of November, 2014, by and between the City of Santa Fe Springs, a California municipal corporation, and Thaddeus McCormack. This Amendment amends that certain existing "Agreement for Employment of City Manager" by and between the parties, as previously amended (the "Agreement").

The Agreement is hereby amended as follows:

1. In Section 2 (Term of Agreement) of the Agreement, the term is extended for an additional four years, so that it shall read: "...and expiring on January 31, 2019."
2. Subsection A of Section 4 (Compensation of Employee) of the Agreement is hereby amended to read "...an annual base salary of \$175,200.00...."
3. In Subsections A and B of Section 4, the term "senior management employees" is hereby replaced by "Executive 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:

City Clerk

**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 August 26, 2010 (the "Agreement").

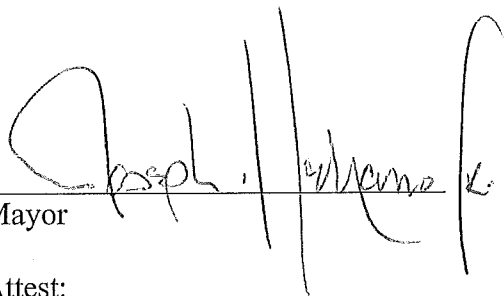
1. In subsection B of Section 3 of the Agreement, all references to "California Labor Code Section 2924" are hereby amended to read: "applicable California law."
2. Subsection B of Section 4 of the Agreement is hereby amended to read as follows:

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

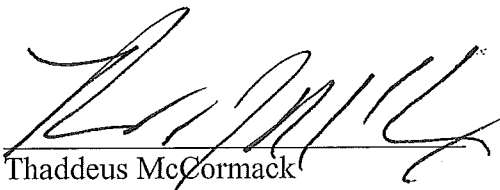
In all other respects the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS

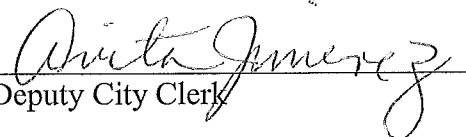


Mayor



Thaddeus McCormack

Attest:



Deputy City Clerk

AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

THIS AGREEMENT is made and entered into this 26th day of August, 2010, 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").

SECTION 1. EMPLOYMENT

A. Appointment of Employee.

1. The City Council of the City of Santa Fe Springs hereby appoints Thaddeus McCormack to the position of City Manager, effective February 1, 2011, to perform the functions and duties specified under the laws of the State of California, the City Code, the ordinances, resolutions, plans and programs of the City, and to perform such other duties and functions as the City Council shall from time to time assign. Employee shall be vested with the powers, duties, and responsibilities set forth in Section 31.13 of the City Code.
2. This is an at-will employment and Employee shall serve at the pleasure of the City Council.

B. Hours of Work.

Employee is expected to devote necessary time outside normal office hours to the business of the Employer, including but not limited to attending City Council meetings, and other meetings as requested by the City Council. To that end, Employee shall be allowed flexibility in setting his own office hours, but shall be expected to be generally available during ordinary business hours.

C. Outside Professional Activities.

Employee agrees to devote his full productive time, ability, and attention to the Employer's business during the term of this Agreement. Employee may not accept any outside employment during the term of this Agreement, without the consent of the City Council.

SECTION 2. TERM OF A GREEMENT

The term of this Agreement, unless terminated earlier as provided in this Agreement, shall be for a term of four (4) years, commencing on February 1, 2011, and expiring on January 31, 2015.

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

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 twelve (12) months of such salary, benefits, etc. Employee shall also receive payment for any other accrued benefits to date, according to the same provisions applicable to management employees separating from employment by Employer.

3. In the event Employee is terminated for cause or conviction, Employer shall have no obligation to pay the aggregate severance sum designated in Section 3.C.1 or 3.C.2.

D. Disability. In the event Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Employer may terminate this Agreement, and Employee's salary then in effect shall continue until six (6) months have elapsed from the date of the incident or onset of illness giving rise to the disability or incapacity. The amount of salary shall be reduced by an amount equal to any disability insurance proceeds then being received by the Employee. Employer shall have no obligation to pay the aggregate severance sum designated in Section 3.C.1 or 3.C.2 in the event of termination under this Section 3.D.

E. Resignation. In the event Employee voluntarily resigns his position with Employer before expiration of the term of this Agreement, then Employer shall have no obligation to pay the aggregate severance sum designated in Section 3.C.1 or 3.C.2.

SECTION 4. COMPENSATION OF EMPLOYEE

A. Salary. Employer agrees to pay Employee for his services provided herein an annual base salary of \$162,000.00, payable in installments at the same times as management employees are paid. 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. This amount also may be increased in the event that Employee meets the annual requirements to qualify for "physical fitness" pay.

B. Benefits. Employee shall receive such other and further benefits, in such amounts and to such extent as accorded to Employer's senior management employees, except that Employee shall contribute, through payroll deduction, five percent (5%) of the amounts paid by Employer for Employee's medical insurance coverage, and five percent (5%) of the "Employee" portion of the amounts paid by Employer to the California Public Employees' Retirement System as Employee's retirement deposits.

C. July, 2010, Salary Reduction Program. Employee's salary and benefits shall be adjusted to reflect the aggregate seven and nine-tenths/percent (7.9%) pay reduction program for management employees that commenced in July, 2010. Such adjustments shall remain in effect until and unless such program is modified by action of the City Council.

D. Transition Payment. Employer shall pay to Employee a one-time "Transition Payment" in the amount of \$5,000.00, payable not later than September 30, 2010.

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 be deemed severable, 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. This Agreement contains the full agreement of the parties. Any modification or change in this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.

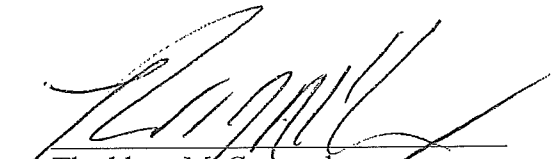
G. Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during Employee's employment under this Agreement, including without limitation, claims arising out of personnel actions taken by Employee. Employer shall defend, compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered hereon.

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

CITY OF SANTA FE SPRINGS

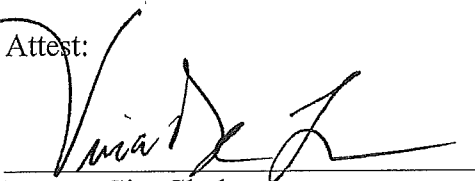


Mayor



Thaddeus McCormack

Attest:



Deputy City Clerk

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

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 13th day of November, 2014, by and between the City of Santa Fe Springs, a California municipal corporation, and Steven N. Skolnik. This Amendment amends that certain existing "Agreement for Employment of City Attorney", by and between the parties (the "Agreement").

The Agreement is hereby amended as follows:

1. In Section 2 (Term of Agreement) of the Agreement, the term is extended for an additional one year, so that it shall read: "...and shall expire on June 30, 2016."
2. In Subsections A and C of Section 4 (Compensation), the term "senior management employees" is hereby replaced by "Executive 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

Steven N. Skolnik

Attest:

City Clerk

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 applicable California law.
2. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to applicable California law.
3. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to applicable California law.
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

Attest:

Deputy City Clerk

Steven N. Skolnik



City of Santa Fe Springs

City Council Meeting

November 13, 2014

PRESENTATION

Santa Fe Springs "Paints the Town Pink" for Breast Cancer

RECOMMENDATION

The Mayor may wish to call upon Monique Barraza, Director and Founder of the Abby Barraza Foundation to assist with this presentation.

BACKGROUND

October is National Breast Cancer Awareness Month, and the City of Santa Fe Springs partnered with the Abby Barraza Foundation to kick off Breast Cancer Awareness Month in Santa Fe Springs by "Painting the Town Pink" at the start of October to raise awareness, support those fighting the disease, and encourage the community to get annual exams and learn about the importance of early detection.

As in years past, the campaign involved enhancing some of the City entry ways and fountains with pink lights. New this year, the City installed pink lights on the pedestrian bridge at Telegraph Road and Norwalk Boulevard. On October 9, the City Council proclaimed October as "Breast Cancer Awareness Month in Santa Fe Springs."

This year's "Paint the Town Pink" efforts also included outreach and education to the community at the Farmer's Market by Monique Barraza, Director and Founder of the Abby Barraza Foundation. Ms. Barraza has been invited to tonight's Council meeting to talk about this new component to this year's efforts.

A handwritten signature in cursive script, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

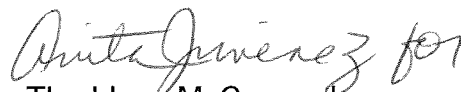
November 13, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Family & Human Services	1	Rios
Family & Human Services	1	Rounds
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Senior Citizens	3	Rios
Senior Citizens	2	Rounds
Senior Citizens	4	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	2	Sarno
Youth Leadership	1	Trujillo

Applications Received: None.

Recent Actions: Pauline Moore was appointed to the Heritage Arts Committee. George Felix, Sr. was appointed to the Historical Committee and removed from the Beautification Committee. Frank Ybarra resigned from the Heritage Arts Committee. Katrina Uribe was removed from the Youth Leadership Committee.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	George Felix, Sr.	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**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., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
Rounds	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	Vacant	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Lynda Short	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**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 JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

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.,
Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**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.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

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

Membership: 5

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

APPOINTED BY	NAME
Moore	Albert J. Hayes
Rios	Pauline Moore
Rounds	Ted Radoumis
Sarno	Alma Martinez
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Dominique Walker	(15)
	Vacant	()
	Vacant	()
	Alyssa Madrid	()
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	()
	Richard Uribe	()
	Vacant	()