

AGENDA

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

MARCH 12, 2015
6:00 p.m.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

HOUSING SUCCESSOR

NEW BUSINESS

- 3. License Agreement for Temporary Use of Housing Successor-Owned Land**
Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs

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

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 Successor Agency.

Approval Minutes

- A. Minutes of the February 12, 2015 Successor Agency Meeting**

Recommendation: That the Successor Agency approve the minutes as submitted.

CITY COUNCIL

5. CITY MANAGER REPORT

6. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the February 12, 2015 City Council Meeting

Recommendation: That the City Council approve the minutes as submitted

7. Ordinance No. 1064 - Public Hearing for Granting a Franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council conduct the Public Hearing noted in Resolution No. 9463, and introduce Ordinance No. 1064, which would grant a franchise to ExxonMobil Oil Corporation.

8. UNFINISHED BUSINESS

Valley View Avenue Grade Separation Project - Resident Engineer Services Amendment No. 1

Recommendation: That the City Council: 1). Approve contract Amendment No. 1 in the amount of \$56,389.88 to PreScience Corporation to provide Resident Engineer Services (Project and Construction Management) for the Valley View Avenue Grade Separation Project; and 2). Authorize the Director of Public Works to execute contract Amendment No. 1 with PreScience Corporation.

NEW BUSINESS

9. Resolution No. 9465 – Ordering the Preparation of the Engineer’s Report for FY 2015/16 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

Recommendation: That the City Council adopt Resolution No. 9465, ordering the preparation of the Engineer’s Report for FY 2015/16 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

10. Resolution No. 9466 – Ordering the Preparation of the Engineer’s Report for FY 2015/16 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

Recommendation: That the City Council adopt Resolution No. 9466, ordering the preparation of the Engineer’s Report for FY 2015/16 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

11. Water Feature Maintenance Services - Award of Contract

Recommendation: That the City Council 1). Accepts the bids; 2). Awards a contract to Payless Pool Service of Santa Fe Springs, California in the amount of \$72,000 per year for a term of 3 years, and 3). Authorize the Mayor to execute the Agreement with Payless Pool Service.

12. Request for Out-of-State Travel for Fire Captain Michael Beeghly to Attend the 2015 Fire Rescue Med Conference

Recommendation: That the City Council approve out-of-state travel for Fire Captain Michael Beeghly to attend the 2015 Fire Rescue Med Conference in Henderson, Nevada from March 21-24, 2015.

Please note: Items 13 – 25 will occur in the 7:00 p.m. hour.

13. **INVOCATION**

14. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

15. Representatives from the Chamber of Commerce

16. Representatives from the Youth Leadership Committee

17. **ANNOUNCEMENTS**

PRESENTATIONS

18. Recognition of Girl Scout Silver Award Recipient, Jennisa M. Casillas

19. Rancho Santa Gertrudes Science Olympiad

20. Special Olympics Campaign – Spread the Word to End the R-Word Awareness in Santa Fe Springs

21. Proclaiming March 2015 as American Red Cross Month

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

22. Committee Appointments

23. Selection of Liaisons to Various City Council Subcommittees

24. **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.

24. **EXECUTIVE TEAM REPORTS**

City of Santa Fe Springs

Regular Meetings

March 12, 2015

25.

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

March 5, 2015

Date



City of Santa Fe Springs

Housing Successor

March 12, 2015

NEW BUSINESS

License Agreement for Temporary Use of Housing Successor-Owned Land

Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs

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.

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. Progress on developing the site for affordable housing has stalled due to the dissolution of Redevelopment. In the meantime, the site has remained vacant, but has been leased out periodically to the County of Los Angeles for use during elections.

Once again, 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 upcoming elections. The proposed term is for March 31, 2015 (the "Commencement Date") and terminate on December 31, 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.


Thaddeus McCormack
City Manager

Attachments:

Location Aerial

Lease Agreement-PL-LA-2015-01

City of Santa Fe Springs

Housing Successor

March 12, 2015



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-2015-01**

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this _____ day of March, 2015, 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 March 31, 2015 (the "Commencement Date") and terminate on December 31, 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

City of Santa Fe Springs

Housing Successor

March 12, 2015

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 Licensor or Licensee, except that Licensor 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 Licensor or to Licensor's agent or employee at Licensor's place of business, or to a resident over eighteen (18) years of age at Licensor'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. Licensor Indemnification. Licensor 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 Licensor with regard to Licensor's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensor, 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 Licensor with a self-insurance certificate naming Licensor 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 Licensor 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 Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's 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 Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

13. GENERAL PROVISIONS

A. Waiver. The waiver by Licensor 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, Licensors 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 Licensors' minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensors.

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 Licensor's covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until March 30, 2015.

City of Santa Fe Springs

Housing Successor

March 12, 2015

IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code this License has been executed by the Licenser and on behalf of the Licensee by its Chief Executive Officer or his designee, on the _____ day of _____, 2015.

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

SACHI A. HAMAI
Interim 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**

**February 12, 2015
6:00 p.m.**

1. CALL TO ORDER

Mayor Trujillo called the meetings to order at 6:08 p.m.

2. ROLL CALL

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

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 Crook, Fire Chief; Anita Jimenez, City Clerk

SUCCESSOR AGENCY

NEW BUSINESS

- 3. Resolution SA-2015-003 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 15-16A) for the Period July 1, 2015 through December 31, 2015**

Recommendation: That the Successor Agency adopt Resolution No. SA-2015-003.

Councilmember Sarno moved the approval of Item 3A; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Sarno, Trujillo; Opposed: None.

CITY COUNCIL

4. CITY MANAGER REPORT

The City Manager reported on the recent shootings around Los Nietos Park. A notice was distributed to residents in the area to update them on the incidents and the City's actions. See notice. The Whittier Police Dept. has identified a suspect and has increased patrols in the area significantly. The City intends to pursue federal gun violation charges in an effort to deter activities. A follow up notice will go out to the entire community with information on how to report crimes and what to watch for. The City Manager commended Chief Piper and Captain Bar for their proactivity.

Mayor Trujillo reported that Captain Bar accompanied her at Meet the Mayor the previous night. Two residents attended. Mayor Trujillo reported that the City will continue to address this issue.

5. **CONSENT AGENDA**

Approval of Minutes

A. Minutes of the January 8, 2015 Regular City Council Meeting

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

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

NEW BUSINESS

6. Resolution No. 9463 – Authorizing the Publication of Notice of Sale of Franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council adopt Resolution No. 9463 and set the date of March 12, 2015, for the Public Hearing to grant a franchise to ExxonMobil Oil Corporation and establish the Franchise Fee as mandated by the Public Utilities Commission.

Councilmember Moore moved the approval of Item 6; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Sarno, Trujillo; Opposed: None.

Councilmember Moore stated that the staff report indicated that ExxonMobil would perform integrity assessments if a leak was suspected but, Page 2 of the contract stated that integrity assessments would be performed if a leak had occurred. Councilmember Moore asked which was correct. The City Manager asked the City Attorney if the resolution could be changed at this point. The City Attorney asked if the language came from a template or if it was specifically negotiated. Noe Negrete replied that it came from a template. The City Attorney stated that the language of the resolution should be changed to, "ExxonMobil would perform integrity assessments if a leak is suspected." The City Attorney stated that the motion should be retracted and asked Mayor Pro Tem Moore and Councilmember Rounds if they agreed to retract their motion and second and agreed to the amended language. Both Mayor Pro Tem Moore and Councilmember Rounds agreed. Councilmember Sarno asked how the franchise fee is calculated. Mr. Negrete stated that it is an annual fee set by the Public Utilities Commission and is based on linear feet. Councilmember Sarno asked if the fee could increase. Mr. Negrete stated that it would change if the length of pipe changed, up or down. Mayor Trujillo asked if there were any objections to the amended motion, hearing none, the motion passed.

7. Resolution No. 9464 – Weed Abatement

Recommendation: That the City Council adopt Resolution No. 9464 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 26, 2015, as the date for the Public Hearing.

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

8. Request for Out-of-State Travel for Human Resources Manager to Attend IPMA-HR Training

Recommendation: That the City Council approve out-of-state travel for the Human Resources Manager to attend IPMA-HR Training.

Councilmember Sarno moved the approval of Item 8; Councilmember Rounds seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Sarno, Trujillo; Opposed: None.

9. Street Light Construction at 13833 Freeway Drive, Marquardt Avenue and Mica Street (Freeway Springs, LLC) – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to California Professional Engineering, Inc. of La Puente, California in the amount of \$43,825.53 for the subject project.

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

10. Abandonment of the Carmenita Underpass Underground Storage Tank – Final Payment

Recommendation: That the City Council: 1). Appropriate an additional \$5,200.00 for the cost of removing the Norwalk underground storage tanks; and 2). Approve the Final Payment (less 5% Retention) to Petro Builders, Inc. of Santa Fe Springs, California in the amount of \$32,433.04 for the subject project.

This item was pulled from the agenda.

11. Soaring Dreams Plaza Restoration Project – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Incotecnica Inc. of Buena Park, California in the amount of \$6,042.00 for the subject project.

Councilmember Rounds moved the approval of Items 11 & 12; Councilmember Sarno seconded the motion which passed by the following vote: In favor: Moore, Rounds, Rios, Sarno, Trujillo; Opposed: None.

12. Valley View Avenue Grade Separation Project – Final Payment

Recommendation: That the City Council approve the Final Payment (less 5% Retention) to Griffith Company, of Santa Fe Springs, California in the amount of \$343,430.00 for the construction of the Valley View Avenue Grade Separation Project.

See Item 11.

13. Approval of Agreement with Henry Hernandez to Operate the City Batting Cages Facility – Amendment No. 1

Recommendation: That the City Council: 1). Approve Amendment No. 1 of the Batting Cages Concessionaire Agreement with Henry Hernandez; 2). Appropriate \$5,000.00 from the CIP Fund for the purchase and installation of LED lighting at the City's batting cages facility; and, 3). Authorize the City Manager to execute Amendment No. 1.

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

Councilmember Moore thanked Councilmember Sarno for making this project happen. Councilmember Rounds reported that Mr. Hernandez came to the previous Park & Recreation Committee meeting and was well received by the members. Next month's meeting will be held at Little Lake Park and the committee would then proceed to the Diamond for a tour. Councilmember Rounds invited Councilmember Sarno to attend the meeting. Councilmember Sarno agreed.

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Subdivision (d)(1) of Section 54956.9

VIDO ARTUKOVICH & SON, INC./ VIDMAR INC., v. City of Santa Fe Springs
Case No. BC525040

Mayor Trujillo adjourned the meeting at 6:20 p.m.

Mayor Trujillo reconvened the meeting at 7:08 p.m.

15. INVOCATION

Pastor Ray Loo of Santa Fe Springs Calvary Church gave the Invocation.

16. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

17. COUNCIL REORGANIZATION

Installation of Mayor and Mayor Pro Tem

Mayor Laurie Rios was pinned by her daughter Rosemarie Fortes and her granddaughter Laurie Jean Fortes. Mayor Rios introduced her family and expressed her appreciation of the great honor of being selected to serve as Mayor by her peers.

The City Manager stated that he thinks very highly of Mayor Rios. He introduced Little Lake City School District Board Members Lynn Berg and Hilda Zamora and Traffic Commissioners Pauline Moore and A.J. Hayes.

Councilmembers conveyed their support and appreciation to Mayor Rios.

Santa Fe Springs City Employees Association President Javier Loya and members Mary Tavera and Cuong Nguyen expressed appreciation to former Mayor Juanita Trujillo and congratulated current Mayor Laurie Rios.

Mayor Pro Tem Richard Moore was pinned by his wife Pauline. He introduced his guests and thanked the Council for their support.

Councilmembers conveyed their support and appreciation to Mayor Pro Tem Moore.

INTRODUCTIONS

18. Representatives from the Chamber of Commerce
Larry Clanton of Cosby Oil and Lisa Boyajian of Ansa Insurance Services

19. Representatives from the Youth Leadership Committee
Members introduced themselves.

20. ANNOUNCEMENTS

The Youth Leadership Committee members made the Community Announcements.

PROCLAMATIONS

21. Proclaiming Support for the Earned Income Tax Credit and Volunteer Tax Assistance (VITA) Program

Community Services Supervisor Ed Ramirez gave an overview of the program. The Mayor presented the proclamation.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

22. Committee Appointments
Councilmember Rounds appointed Jenissa Casillas to the Youth Leadership Committee. Councilmember Sarno appointed Anissa Rodriguez to the Youth Leadership Committee.

23. ORAL COMMUNICATIONS

The Mayor opened Oral Communications at 7:47 p.m.

On behalf of the Little Lake City School Board, Lynn Berg thanked Mayor Rios for her support of school programs and facilities.

Oral Communications were closed at 7:48 p.m.

24. EXECUTIVE TEAM REPORTS

- Wayne Morrell reported that Jack in the Box was closed due to sewer repairs and should re-open in one week.
- Noe Negrete thanked the Council for their support during the Valley View Grade Separation Project. The I-5 Expansion Florence Avenue segment has begun. The City is trying to work with Caltrans to get information so that residents can be kept informed. Next week, Florence Avenue will be down to one lane in each direction from 8:00 a.m.-3:00 p.m. for 3 days. More information can be found at the Caltrans website. Mr. Negrete congratulated Mayor Rios on behalf of the Executive Team.
- Dino Torres reported that Police Services staff will be monitoring traffic on Florence to prepare for future closures.

- Mike Crook reported that the Fire-Rescue Department will host 20 firefighters from Navojoa, Mexico and instruct them on firefighting techniques.
- Jose Gomez stated that the halfway point in the fiscal year had passed and he should have an update on the City's budget at the next meeting.
- Maricela Balderas reported that the Family & Human Services Division has been working with the Boys & Girls Club to bring additional services to Santa Fe Springs.
- Mayor Pro Tem Moore commended the Public Safety staff, particularly Dino Torres, Whittier Police Chief Piper and Captain Bar, for the recent efforts to combat crime remarking that they are dedicated to residents.

ADJOURNMENT

At 7:58, Mayor Rios adjourned the meetings in memory of Vera Price, Elena Lemus, Donna Wagner, Paul Escamilla, and Sara Mendez.

Laurie Rios, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



PUBLIC HEARING – ORDINANCE FOR INTRODUCTION

Ordinance No. 1064 - Public Hearing for Granting a Franchise to ExxonMobil Oil Corporation for Maintenance and Operation of Pipelines in City Streets

RECOMMENDATION

That the City Council conduct the Public Hearing noted in Resolution No. 9463, and introduce Ordinance No. 1064, which would grant a franchise to ExxonMobil Oil Corporation.

BACKGROUND

ExxonMobil Oil Corporation has requested a renewal of its existing franchise with the City in order to continue operating its pipelines in the City. These pipelines previously operated under Mobil Oil Corporation Franchise No. 968, dated April 24, 2005, which is due to expire on April 24, 2015.

After reviewing Mobil Oil Corporation's Franchise, Ordinance No. 968, it is proposed to grant ExxonMobil Oil Corporation a similar franchise incorporating the following:

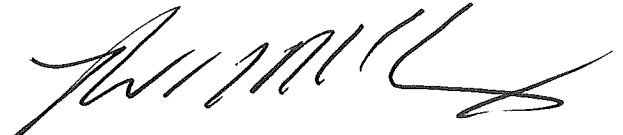
1. The annual franchise fee as proposed will be computed by multiplying the sum of four cents times the nominal internal diameter of the pipe expressed in inches, times the number of linear feet of the pipe within the public right-of-way. The total cost to ExxonMobil Oil Corporation as proposed will be \$8,609.24 (\$0.04 /in. Diameter/linear feet).
2. The City reserves the right to revise the annual franchise fee following one year's written notice to ExxonMobil Oil Corporation.
3. The proposed franchise provides for the method of abandonment of pipelines or the payment of a fee to the City of one-half the estimated cost of removal.
4. ExxonMobil Oil Corporation shall pay to the City the one-time franchise application fee of \$4,670.00.
5. ExxonMobil Oil Corporation shall perform integrity assessments of all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1981 and conduct soil tests pursuant to State and Federal requirements and in the event a leak has occurred involving an ExxonMobil's facility at a specific location or as deemed necessary by the Fire Chief, if a leak is suspected at a specific location.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

The ExxonMobil Oil franchise includes a procedure for abandonment of pipelines and requires integrity assessments of all underground pipelines to minimize the possibility of uncontrolled pipeline leaks.



Thaddeus McCormack
City Manager

Attachments

Ordinance No. 1064

Resolution No. 9463

Ordinance No. 968

ORDINANCE NO. 1064

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA GRANTING A FRANCHISE TO EXXONMOBIL OIL CORPORATION IN THE CITY OF SANTA FE SPRINGS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS as follows:

Section 1: The franchise is hereby granted to ExxonMobil Oil Corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil, and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances, and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along, and across any and all public streets, alleys, and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

Section 2. The Grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the public streets, ways, alleys, or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee, to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

Section 3. EXXONMOBIL OIL CORPORATION agrees to perform integrity assessments of all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1981. Soil testing under the pipelines shall be conducted pursuant to State and Federal requirements and in the event a leak has occurred involving an ExxonMobil facility at a specific location or as deemed necessary by the Fire Chief, if a leak is suspected at a specific location.

At all times during the term of this franchise, ExxonMobil shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules, or regulations.

Section 4. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee, and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

EXXONMOBIL OIL CORPORATION shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment of any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules, or regulations.

Section 5. This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 6. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Section 7. All new mains laid under this franchise shall be laid and maintained pursuant to current City requirements as provided by the City's Department of Public Works or Engineering Staff. In all cases, construction shall be in accordance with the CFR Title 49 part 195.250.

Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.

- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

PASSED and ADOPTED this 12th day of March 2015, by the following called vote at a regular meeting of the City Council of the City of Santa Fe Springs:

AYES:

NOES:

ABSENT:

Laurie Rios, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

RESOLUTION NO. 9463

A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE TO SELL A FRANCHISE FOR A PERIOD OF 10 YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, RENEW, REPAIR, CHANGE THE SIZE OF, REMOVE AND/OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM, OIL AND LIQUID HYDROCARBON PRODUCTS THEREOF, GAS OR WATER, TOGETHER WITH ALL MANHOLES, VALVES, COMMUNICATION CABLES, APPURTENANCES AND SERVICE CONNECTIONS USED IN CONNECTION THEREWITH, NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH LINES, IN, UNDER, ALONG AND ACROSS ANY AND ALL PUBLIC STREETS, ALLEYS AND HIGHWAYS NOW OR HEREAFTER DEDICATED TO PUBLIC USE IN THE CITY OF SANTA FE SPRINGS (EXXONMOBIL OIL CORPORATION)

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

WHEREAS, EXXONMOBIL OIL CORPORATION, a corporation, has made application to the City Council of the City of Santa Fe Springs for a franchise more particularly described in the "Notice of Sale of Franchise" hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED that the City Council propose to grant said franchise in the manner provided by law, substantially in the form and upon the terms and conditions hereinafter set forth in the "Notice of Sale of Franchise;"

BE IT FURTHER RESOLVED that the City Clerk of the City of Santa Fe Springs be, and she is hereby, authorized and directed to publish the following Notice of Sale of Franchise in a newspaper of general circulation within the City at least once within fifteen (15) days after the passage of this resolution, substantially in the following form, to wit:

NOTICE OF SALE OF FRANCHISE

NOTICE IS HEREBY GIVEN that an application has heretofore been made to the City Council of the City of Santa Fe Springs, State of California, by EXXONMOBIL OIL CORPORATION, a corporation, for the franchise hereinafter described, and it is proposed by said City Council to grant said application on the terms and conditions hereinafter mentioned.

Said franchise is described and will be granted substantially in the following form:

The franchise is hereby granted to EXXONMOBIL OIL CORPORATION, a corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

The grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$0.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of linear feet of such pipe within the public streets, ways, alleys or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

EXXONMOBIL OIL CORPORATION agrees to perform integrity assessments of all underground pipelines subject to this Franchise, pursuant to the California Pipeline Safety Act of 1981. Soil testing under the pipelines shall be conducted pursuant to State and Federal requirements and in the event a leak has occurred involving an ExxonMobil's facility at a specific location.

EXXONMOBIL OIL CORPORATION shall perform integrity assessments of all underground pipelines and conduct soil tests pursuant to State and Federal requirements or as deemed necessary by the Fire Chief if a leak is suspected at a specific location.

Abandonment of pipelines shall be done according to City specifications. Said specifications shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, and a fee of one-half (1/2) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council

of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

EXXONMOBIL OIL CORPORATION shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment of any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

At all times during the term of this franchise, ExxonMobil shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules, or regulations.

This franchise will be issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code of Ordinances entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

NOTICE IS HEREBY GIVEN that any person interested may make written protest, stating objections against the granting of the franchise, which written protest must be filed with the City Clerk not later than 6:00 o'clock p.m. on the 12th day of March, 2015. At the time abovementioned in the Council Chambers of the City Council of the City of Santa Fe Springs, the City Council shall proceed to hear and pass upon all protest so made.

Such franchise shall also be subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

All new mains laid under this franchise shall be laid and maintained to pursuant to current City requirements as provided by the City's Department of Public Works or Engineering Staff. In all cases construction shall be in accordance with the CFR Title 49 part 195.250.

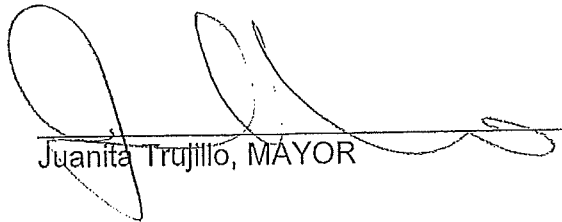
Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.

- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

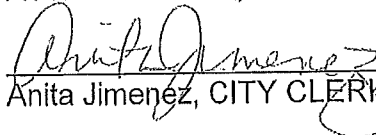
By order of the City Council of the City of Santa Fe Springs, California.

APPROVED and ADOPTED this 12th day of February, 2015.



Juanita Trujillo, MAYOR

ATTEST:



Anita Jimenez, CITY CLERK

ORDINANCE NO. 968

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS, CALIFORNIA
GRANTING A FRANCHISE TO EXXONMOBIL OIL CORPORATION
IN THE CITY OF SANTA FE SPRINGS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS as follows:

Section 1: The franchise is hereby granted to ExxonMobil Oil Corporation, its successors and assigns, for a period of ten (10) years, to construct, maintain, operate, renew, repair, change the size of, remove and/or abandon in place pipelines for the transportation of petroleum, oil and liquid hydrocarbon products thereof, gas or water, together with all manholes, valves, communication cables, appurtenances and service connections used in connection therewith, necessary or convenient for the operation of such lines, in, under, along and across any and all public streets, alleys and highways now or hereafter dedicated to public use in the City of Santa Fe Springs.

Section 2. The Grantee shall, during the life of this franchise, pay to the City of Santa Fe Springs, in lawful money of the United States, and in the manner provided by law, an annual franchise fee computed by multiplying the sum of four cents (\$.04) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the public streets, ways, alleys, or other public places within the City. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited.

The City reserves the right, upon one year's written notice to the Grantee, to revise the foregoing annual franchise fee to any fee or fee basis which is then allowable under the laws of the State of California and of the City. If the franchise fee as determined by the City is unacceptable to Grantee, Grantee shall have the right, upon six months advance written notice to City, to terminate this franchise. Any such change shall be prospective in operation.

Section 3. EXXONMOBIL OIL CORPORATION shall hydro-test all underground pipelines subject to this franchise, pursuant to the California Pipeline Safety Act of 1982. Soil testing under the pipelines shall be conducted pursuant to State and Federal requirements and in the event a leak has occurred involving an ExxonMobil's facility at a specific location.

At all times during the term of this franchise, ExxonMobil shall maintain emergency response equipment and trained personnel for the purposes of implementing emergency response. Personnel shall be trained and equipment shall be maintained pursuant to Federal and State laws, rules or regulations.

Section 4. Abandonment of pipelines shall be done according to City specification. Said specification shall include that all above ground pipes, valves, etc., shall be removed, ends shall be plated after filling pipes with slurry sand, or other product as approved by the City Engineer, and a fee of one-half (½) the estimated cost of removal shall be paid to the City of Santa Fe Springs. The franchise holder shall then have no further responsibility for the abandoned facilities, nor shall Grantee pay any annual fees for such facilities. If these conditions are not satisfied, the proposed abandoned facilities shall be considered as being deactivated and shall remain the responsibility of the Grantee, and shall remain on their records and maps and the annual fees shall be paid. In the event that such payment is not made, the City Council of the City of Santa Fe Springs may declare said franchise forfeited and Grantee shall pay to the City all costs for removal of the pipelines and appurtenances.

EXXONMOBIL OIL CORPORATION shall prepare and furnish to the Fire Department an environmental assessment for the removal or abandonment of any underground pipeline covered by this franchise. For the purpose of this section, "environmental assessment" shall mean excavation activities and the discovery and handling of environmental contamination during a preliminary site investigation in compliance with applicable Federal and/or State laws, rules or regulations.

Section 5. This franchise is issued subject to and pursuant to the provisions of Chapter 114 of the Santa Fe Springs City Code entitled "Franchises," except as otherwise specified herein. Said Chapter 114 shall be deemed to be a part of any franchise granted hereunder.

Section 6. This franchise is subject to the provisions of the Franchise Act of 1937 (Sections 6201, et seq. of the Public Utilities Code of the State of California).

Section 7. Prior to the issuance of any excavation permit or the construction of any pipeline, the Grantee shall obtain approval from the Director of Public Works of the City. In granting or withholding such approval, the Director of Public Works shall take into consideration the following factors:

- (a) Whether or not the proposed route or location of the pipeline will create excessive problems during construction or during maintenance of said pipelines.
- (b) Traffic density along the proposed route.

- (c) The condition of existing pavement in the public right-of-way when pavement reconstruction is required for the installation of the proposed pipeline.
- (d) The density of population or structural development in the area through which the pipeline is proposed to be routed.
- (e) The extent of other subsurface structures in the vicinity of the proposed route.
- (f) The need for the City to install City facilities within the trench.

PASSED and ADOPTED this 14th day of April 2005, by the following called vote at a regular meeting of the City Council of the City of Santa Fe Springs:

AYES: Gonzalez, Kernes, Serrano, Velasco, Mayor Putnam

NOES:

ABSENT:

ATTEST:


CITY CLERK


MAYOR



City of Santa Fe Springs

City Council Meeting

March 12, 2015

UNFINISHED BUSINESS

Valley View Avenue Grade Separation Project - Resident Engineer Services Amendment No. 1

RECOMMENDATION

That the City Council take the following actions:

1. Approve contract Amendment No. 1 in the amount of \$56,389.88 to PreScience Corporation to provide Resident Engineer Services (Project and Construction Management) for the Valley View Avenue Grade Separation Project; and
2. Authorize the Director of Public Works to execute contract Amendment No. 1 with PreScience Corporation.

BACKGROUND

On June 26, 2014 the City Council awarded a contract to PreScience Corporation to provide Resident Engineering Services for the Valley View Avenue Grade Separation Project (Project). The cost for Resident Engineer Services at the time was based on the construction work being completed by the end of December 2014. The construction work was completed and accepted by Council at its meeting on February 12, 2015.

Although the construction is now complete, post construction services are now in the process. The construction contract closeout with the contractor, Griffith Company was more extensive than originally anticipated. The tasks included, but were not limited to, resolution of all contract changes, securing final acceptance of total cost from the contractor, securing lien releases, processing final payment, finalizing labor compliance documentation, and field office demobilization. Based on these changes, the closeout process was completed at the end of January 2015.

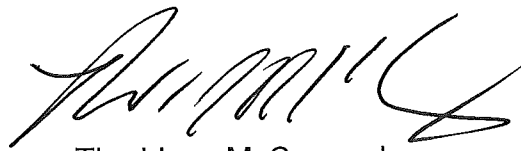
The City is requesting additional services from PreScience Corporation for project closeout items which involves seeking final reimbursement and submission of final closeout documents to multiple federal and state funding partners. It is estimated that services from PreScience Corporation will be necessary for an additional five (5) months on an as-needed basis.

Attached to the report are the current expenditures by PreScience Corporation (through the end of December 2014) for Resident Engineering Services provided along with a monthly summary of expenditures and monthly invoices to serve as

backup documentation. The original budget of \$264,855.28 was not fully expended through the end of December 2014. There was a balance of \$22,415.20. This amount will be credited to the amount requested as part of Contract Amendment No. 1. Approximately, 88 hours of time were not used as part of the original anticipated 1,132 hours.

FISCAL IMPACT

Project costs, including the cost of Project and Construction Management Services, are eligible for reimbursement. Additional funding for Amendment No. 1 is within the project budget for Project and Construction Management Services. Local funds are needed to make initial payments, but will be reimbursed by our funding partners.



Thaddeus McCormack
City Manager

Attachments:

Agreement with PreScience Corp.
Original Cost Proposal
Summary of Expenditures through December 2014
Contract Amendment No. 1

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of June, 2014 by and between the City of Santa Fe Springs (CITY), and PreScience Corporation (CONSULTANT), CITY and CONSULTANT (PARTIES) hereby enter into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide the services of Resident Engineer for the Valley View Avenue Grade Separation Project (SERVICES) as proposed in a letter from CONSULTANT, dated June 12, 2014, and which letter is hereby incorporated by reference, and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein. Said services shall be referred to as "Resident Engineer at the Valley View Avenue Grade Separation Project". In addition, SERVICES shall include those attached in Exhibit "A", Scope of Work.
2. It is the intent of the CITY to enter into this Agreement with the CONSULTANT for an amount not to exceed \$264,855.28, and will be effective the date this Agreement is fully executed by PARTIES.
3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of direct labor costs, labor overhead costs and fees, attached and made part of this Agreement. Compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between PARTIES. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
5. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its

appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

6. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

7. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.


8. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
- c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

9. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

 6/30/14
CONSULTANT Signature Date

Name (Print): PETER HO.

Title: Sr. Vice President

Company Name: Pre Science Corp.

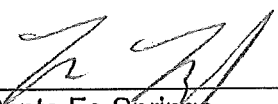
Corporation ☒ Sole Proprietor ☐ Partnership ☐ LLC ☐

SSN or Tax ID#: 80-0702277

Address: 1521 E McFadden Ave, Unit A

City, State, Zip: Santa Ana, CA 92705

Telephone: (949) 842-6739

 6/30/14
City of Santa Fe Springs Date
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



PreScience Corporation
1521 E. McFadden Avenue, Unit A
Santa Ana, CA 92705
T 949.842.6739
F 949.335.4610

June 12, 2014

Mr. Noe Negrete, PE
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

**Subject: Valley View Avenue Grade Separation
Cost Proposal to Provide Resident Engineering Services**

Dear Mr. Noe:

Per our discussions, I have decided to accept your offer to remain as Resident Engineer at the Valley View Ave Grade Separation Project after my departure from AECOM on June 23, 2014. This decision was prompted by my sense of obligation to the City and the project to see it to completion at this critical juncture.

Please find attached cost proposal from my new employer, PreScience Corporation. In order to be budget neutral to the City, PreScience Corporation had agreed to maintain the current charge rate from my previous employer.

If you have any question, please contact me at 323.855.1670.

Very truly yours,
PreScience Corporation

A handwritten signature in black ink, appearing to read "Peter Ho".

Peter Ho, PE
Senior Vice President

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project
CONTRACT PRICING PROPOSAL**

Contract No.: NA		Consultant Initials PreScience	
Consultant: PreScience Corporation			
Home Office Address: 1521 E. McFadden Ave., Unit A, Santa Ana, CA 92706		Location where work is to be performed: Job site and consultant's home office	
Services to be furnished: Project & Construction Management (PM/CM)		Total Amount of Proposal: \$264,855	
DETAILED DESCRIPTION OF COST ELEMENTS			
1 LABOR (specify function / title)	Estimated Hours	Rate per Hour	Estimated Cost
Resident Engineer (Peter Ho)	1132	\$ 97.18	\$ 110,007.76
TOTAL DIRECT LABOR	1132		\$ 110,007.76
2 LABOR OVERHEAD	Overhead Rate	x Base	Estimated Cost
Resident Engineer (Peter Ho)	122.63%	\$ 110,007.76	\$ 134,902.52
TOTAL LABOR OVERHEAD			\$ 134,902.52
3 TRAVEL			Estimated Cost
a. None			
b. None			
TOTAL TRAVEL COST:			\$ -
4 SUBCONSULTANTS			
TOTAL SUBCONSULTANTS:			\$ -
5 OTHER DIRECT COSTS (Itemize on Page 2 of Form)			\$ 5,250.00
6 TOTAL DIRECT LABOR AND OVERHEAD			\$ 244,910.28
7 FEE (6%)			\$ 14,695.00
TOTAL ESTIMATED COST AND FEE:			\$ 264,855.28

**City of Santa Fe Springs
Valley View Avenue Grade Separation Project**

Contract No.: NA Consultant: PreScience Corporation				CONTRACT PRICING PROPOSAL	
SUPPORTING SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Unit Cost	ESTIMATED COST
5	DESCRIPTIONS				
a	Work Truck (RE only)	Months	6	\$875.00	\$ 5,250.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL OTHER DIRECT COSTS:					\$5,250.00
1) Consultant certifies that estimated costs were prepared in accordance with the federal cost principles. (FAR Part 31)					
Consultant Name: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Signature Peter Ho Print Name </div> <div style="text-align: center;"> 6/11/14 Date Senior Vice President Print Title </div> </div>				Date Prepared: <div style="text-align: center;"> 6/11/14 </div>	

Valley View Grade Separation
Resident Engineer Services - PreScience

Month	Billed	Balance	Hours Billed	Balance
Approved Budget		\$ 264,855.28		1,132
July-14	\$ 44,989.72	\$ 219,865.56	192	940
August-14	\$ 47,658.32	\$ 172,207.24	204	736
September-14	\$ 35,733.16	\$ 136,474.08	152	584
October-14	\$ 48,262.92	\$ 88,211.16	216	368
November-14	\$ 33,898.52	\$ 54,312.64	144	224
December-14	\$ 31,897.44	\$ 22,415.20	136	88
Total	\$ 242,440.08		1,044	

MONTHLY BILLING SUMMARY

Valley View Grade Separation - Project & Construction Management Services

BILLING MONTH	REMARKS	Pre-Construction Services	Construction Phase Services	Post-Construction Services	TOTAL
From June 28, 2014 to July 25, 2014	Prime Hours		192.00		192.00
	Prime Labor \$		\$44,031.36		\$44,031.36
	Sub-Labor				
	Total ODC		\$958.36		\$958.36
	Unanticipated Cost				
	Total \$		\$44,989.72		\$44,989.72
From July 26, 2014 to August 29, 2014	Prime Hours		204.00		204.00
	Prime Labor \$		\$46,783.32		\$46,783.32
	Sub-Labor				
	Total ODC		\$875.00		\$875.00
	Unanticipated Cost				
	Total \$		\$47,658.32		\$47,658.32
From August 30, 2014 to September 26, 2014	Prime Hours		152.00		152.00
	Prime Labor \$		\$34,858.16		\$34,858.16
	Sub-Labor				
	Total ODC		\$875.00		\$875.00
	Unanticipated Cost				
	Total \$		\$35,733.16		\$35,733.16
From September 27, 2014 to October 31, 2014	Prime Hours		216.00		216.00
	Prime Labor \$		\$47,387.92		\$47,387.92
	Sub-Labor				
	Total ODC		\$875.00		\$875.00
	Unanticipated Cost				
	Total \$		\$48,262.92		\$48,262.92
From November 1, 2014 to November 28, 2014	Prime Hours		144.00		144.00
	Prime Labor \$		\$33,023.52		\$33,023.52
	Sub-Labor				
	Total ODC		\$875.00		\$875.00
	Unanticipated Cost				
	Total \$		\$33,898.52		\$33,898.52
From November 29, 2014 to December 26, 2014	Prime Hours		136.00		136.00
	Prime Labor \$		\$31,188.88		\$31,188.88
	Sub-Labor				
	Total ODC		\$708.56		\$708.56
	Unanticipated Cost				
	Total \$		\$31,897.44		\$31,897.44
CY 2013 + CY 2014 TOTAL	Prime Hours		1,044.0		1,044.0
	Prime Labor \$		237,273.2		237,273.2
	Sub-Labor				
	Total ODC		5,166.9		5,166.9
	Unanticipated Cost				
	Total \$		\$242,440.08		\$242,440.08

CY 2013 + CY 2014 BUDGET	Prime Hours		1,132		1,132.0
	Prime Labor \$		\$259,601.56		\$259,601.56
	Sub-Labor				
	Total ODC		\$5,253.72		\$5,253.72
	Misc Mileage				
	Total \$		\$264,855.28		\$264,855.28
REMAINING FUNDS			\$22,415.20		\$22,415.20

INVOICE**CIM Services for Valley View Grade Separation**

Invoice No.: SFS.07.2014.01

July 29, 2014

Billing Period: June 26, 2014 to July 25, 2014

NET AMOUNT THIS PERIOD (July 2014)

\$ 44,989.72

PRIME LABOR CHARGES

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$\$
Peter Ho, PE	Resident Engineer	Construction Administration	\$229.33	192.0	\$ 44,031.36
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total PRIME Labor Charges				192.0	\$ 44,031.36

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE (June 2014)	Vehicle Usage (\$ 5.21/Hour - Partial Month for June)	Hours	16	\$5.21	\$ 83.36
Peter Ho, PE (July 2014)	Vehicle Usage for Full Month	Month	1	\$875.00	\$ 875.00
	(Vehicle Negotiated FIXED RATE)				
Sub-Total ODC					\$ 958.36

TOTAL PRIME (Precedence)

\$ 44,989.72

SUB-CONSULTANT COSTS

Name of Sub-Consultants	DBE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
						\$ -
						\$ -
						\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)

\$ 44,031.36

\$ 958.36

\$ 44,989.72

PETER HO, PE

Consultant Project Manager

Signature

July 29, 2014

Date

LABOR TASK BREAKDOWN		Period:	June 26, 2014 to July 25, 2014	
Employee Name		TASK DESCRIPTIONS	Actual Hours	Labor \$\$
Peter Ho, PE		Constructability Review		\$ -
		Contractor's Pre-Qual Package		\$ -
Direct Labor Rate	\$ 97.18	Bld-Support		\$ -
Burden Rate (122.63%)	\$ 119.17	CPM Scheduling		\$ -
Fee (6%)	\$ 12.98	Project Management		\$ -
Total Loaded Rate	\$ 229.33	Pre-Con. Weekly Meetings and Minutes Prep		\$ -
TOTAL HOURS	192.0	Utility Support Precon Services		\$ -
		Construction Contract Administration	192	\$ 44,031.36
NEGOTIATED LOADED RATE \$229.33		Construction Inspection		\$ -
		POST-CONSTRUCTION		\$ -
		Constructability Review		\$ -
		Contractor's Pre-Qual Package		\$ -
Direct Labor Rate		Bld-Support		\$ -
Burden Rate (122.63%)		CPM Scheduling		\$ -
Fee (6%)		Project Management		\$ -
Total Loaded Rate		Pre-Con. Weekly Meetings and Minutes Prep		\$ -
TOTAL HOURS		Utility Support Precon Services		\$ -
		Construction Contract Administration		\$ -
NEGOTIATED LOADED RATE \$0.00		Construction Inspection		\$ -
		POST-CONSTRUCTION		\$ -
		Constructability Review		\$ -
		Contractor's Pre-Qual Package		\$ -
Direct Labor Rate		Bld-Support		\$ -
Burden Rate (122.63%)		CPM Scheduling		\$ -
Fee (6%)		Project Management		\$ -
Total Loaded Rate		Pre-Con. Weekly Meetings and Minutes Prep		\$ -
TOTAL HOURS		Utility Support Precon Services		\$ -
		Construction Contract Administration		\$ -
NEGOTIATED LOADED RATE \$0.00		Construction Inspection		\$ -
		POST-CONSTRUCTION		\$ -
		Constructability Review		\$ -
		Contractor's Pre-Qual Package		\$ -
Direct Labor Rate		Bld-Support		\$ -
Burden Rate (122.63%)		CPM Scheduling		\$ -
Fee (6%)		Project Management		\$ -
Total Loaded Rate		Pre-Con. Weekly Meetings and Minutes Prep		\$ -
TOTAL HOURS		Utility Support Precon Services		\$ -
		Construction Contract Administration		\$ -
NEGOTIATED LOADED RATE \$0.00		Construction Inspection		\$ -
		POST-CONSTRUCTION		\$ -
SUB-TOTAL THIS PERIOD (LABOR ONLY)		Constructability Review	0.0	\$ -
		Contractor's Pre-Qual Package	0.0	\$ -
		Bld-Support	0.0	\$ -
		CPM Scheduling	0.0	\$ -
		Project Management	0.0	\$ -
		Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$ -
		Utility Support Precon Services	0.0	\$ -
		Construction Contract Administration	192.0	\$ 44,031.36
		Construction Inspection	0.0	\$ -
		POST-CONSTRUCTION	0.0	\$ -
		TOTAL PRIME LABOR	192.0	\$ 44,031.36

INVOICE

PreScience

Valley View Grade Separation - Project & Construction Management Services

Invoice No.: SFS.08.2014-02

9/2/2014

Billing Period: July 26, 2014 to August 29, 2014 (August, 2014)

NET AMOUNT THIS PERIOD

\$ 47,658.32

PRIME LABOR CHARGES

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$\$
Peter Ho, PE	Resident Engineer	Construction Administration	\$220.33	204.0	\$ 46,783.32
				0.0	\$ -
				0.0	\$ -
				0.0	\$ -
					\$ -
Sub-Total PRIME Labor Charges				204.0	\$ 46,783.32

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Hour	0.0	\$5.21	\$ -
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Full Month	1.0	\$875.00	\$ 875.00
Sub-Total ODC					\$ 875.00

Note: Vehicle Negotiated Fixed Rate; For Partial Month, \$5.21/Hour will be used for Work Truck Charge

TOTAL PRIME (PreScience)	\$ 47,658.32
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SUB-CONSULTANT COSTS

Name of Sub-Consultants	DBE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
			0	\$ -	\$ -	\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)	\$ 46,783.32	\$ 875.00	\$ 47,658.32
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Peter Ho, PE
Consultant Project Manager


Signature

09/02/14

Date

PUBLIC WORKS / ENGINEERING

WO #: 452-397-1903-4459

Approved by: 

Date: 9/5/14

9/5/14

LABOR TASK BREAKDOWN

Period: July 26, 2014 to August 29, 2014 (August, 2014)

Employee Name			TASK DESCRIPTIONS	Actual Hours	Labor \$\$	Out of Scope Unanticipated Costs
Peter Ho, PE Direct Labor Rate \$ 97.18 Burden Rate: 122.63% \$ 119.17 Fee: 6% \$ 12.98 TOTAL HOURS 204.0 LOADED RATE \$229.33			Constructability Review		\$0.00	
			Contractor's Pre-Qual Package		\$0.00	\$0.00
			Bid-Support		\$0.00	
			CPM Scheduling		\$0.00	
			Project Management		\$0.00	
			Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	
			Utility Support Precon Services		\$0.00	
			Construction Contract Administration	204.0	\$46,783.32	
			Construction Engineering		\$0.00	
			Construction Inspection		\$0.00	
SUB-TOTAL THIS PERIOD (LABOR ONLY)			Constructability Review	0.0	\$0.00	\$0.00
			Contractor's Pre-Qual Package	0.0	\$0.00	\$0.00
			Bid-Support	0.0	\$0.00	\$0.00
			CPM Scheduling	0.0	\$0.00	\$0.00
			Project Management	0.0	\$0.00	\$0.00
			Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$0.00	\$0.00
			Utility Support Precon Services	0.0	\$0.00	\$0.00
			Construction Contract Administration	204.0	\$46,783.32	\$0.00
			Construction Engineering	0.0	\$0.00	\$0.00
			Construction Inspection	0.0	\$0.00	\$0.00
			TOTAL PRIME LABOR	204.0	\$46,783.32	\$0.00

INVOICE

PreScience

Valley View Grade Separation - Project & Construction Management Services

Invoice No.: SFS.09.2014-03 10/6/2014
Billing Period: 8/30/2014 to 9/26/2014 (September, 2014)

NET AMOUNT THIS PERIOD \$ 35,733.16

PRIME LABOR CHARGES

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$
Peter Ho, PE	Resident Engineer	Construction Administration	\$229.33	152.0	\$ 34,858.16
Mina Seo	Contract Administrator	Construction Administration	\$95.12	0.0	\$ -
				0.0	\$ -
				0.0	\$ -
					\$ -
Sub-Total PRIME Labor Charges				152.0	\$ 34,858.16

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Hour	0.0	\$5.21	\$ -
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Full Month	1.0	\$875.00	\$ 875.00
Sub-Total ODC					\$ 875.00

Note: Vehicle Negotiated Fixed Rate; For Partial Month, \$5.21/Hour will be used for Work Truck Charge

TOTAL PRIME (PreScience)	\$ 35,733.16
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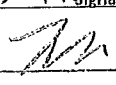
SUB-CONSULTANT COSTS

Name of Sub-Consultants	DBE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
			0	\$ -	\$ -	\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)	\$ 34,858.16	\$ 875.00	\$ 35,733.16
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PUBLIC WORKS / ENGINEERING

Peter Ho, PE 10/06/14
Consultant Project Manager WO #: 452-397-V403-4459 Signature Date

Approved by: 
Date: 10/14/14 10/14/14

LABOR TASK BREAKDOWN

Period: 08/30/2014 to 09/26/2014 (September, 2014)

Employee Name		TASK DESCRIPTIONS	Actual Hours	Labor \$\$	Out of Scope Unanticipated Costs
Peter Ho, PE Direct Labor Rate \$ 97.18 Burden Rate: 122.63% \$ 119.17 Fee: 6.0% \$ 12.98 TOTAL HOURS 152.0 LOADED RATE \$229.33		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bid-Support		\$0.00	
		CPM Scheduling		\$0.00	
		Project Management		\$0.00	
		Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	
		Utility Support Precon Services		\$0.00	
		Construction Contract Administration	152.0	\$34,858.16	
		Construction Engineering		\$0.00	
		Construction Inspection		\$0.00	
Mina Seo Direct Labor Rate \$ 40.31 Burden Rate: 122.63% \$ 49.43 Fee: 6.0% \$ 5.38 TOTAL HOURS 0.0 LOADED RATE \$95.12		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bid-Support		\$0.00	
		CPM Scheduling		\$0.00	
		Project Management		\$0.00	
		Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	\$0.00
		Utility Support Precon Services		\$0.00	\$0.00
		Construction Contract Administration	0.0	\$0.00	
		Construction Engineering		\$0.00	
		Construction Inspection		\$0.00	
SUB-TOTAL THIS PERIOD (LABOR ONLY)		Constructability Review	0.0	\$0.00	\$0.00
		Contractor's Pre-Qual Package	0.0	\$0.00	\$0.00
		Bid-Support	0.0	\$0.00	\$0.00
		CPM Scheduling	0.0	\$0.00	\$0.00
		Project Management	0.0	\$0.00	\$0.00
		Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$0.00	\$0.00
		Utility Support Precon Services	0.0	\$0.00	\$0.00
		Construction Contract Administration	152.0	\$34,858.16	\$0.00
		Construction Engineering	0.0	\$0.00	\$0.00
		Construction Inspection	0.0	\$0.00	\$0.00
		TOTAL PRIME LABOR	152.0	\$34,858.16	\$0.00

INVOICE

PreScience

Valley View Grade Separation - Project & Construction Management Services

Invoice No.: SFS.10.2014-04

11/7/2014

Billing Period: 9/27/2014 to 10/31/2014 (October, 2014)

NET AMOUNT THIS PERIOD**\$ 48,262.92****PRIME LABOR CHARGES**

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$\$
Peter Ho, PE	Resident Engineer	Construction Administration	\$229.33	200.0	\$ 45,866.00
Mina Seo	Contract Administrator	Construction Administration	\$95.12	16.0	\$ 1,521.92
				0.0	\$ -
				0.0	\$ -
					\$ -
Sub-Total PRIME Labor Charges				216.0	\$ 47,387.92

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Hour	0.0	\$5.21	\$ -
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Full Month	1.0	\$875.00	\$ 875.00
Sub-Total ODC					\$ 875.00

Note: Vehicle Negotiated Fixed Rate; For Partial Month, \$5.21/Hour will be used for Work Truck Charge

TOTAL PRIME (PreScience)	\$ 48,262.92
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SUB-CONSULTANT COSTS

Name of Sub-Consultants	DBE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
			0	\$ -	\$ -	\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)	\$ 47,387.92	\$ 875.00	\$ 48,262.92
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Peter Ho, PE
Consultant Project Manager

Signature

11/07/14

Date

LABOR TASK BREAKDOWN

Period: 09/27/2014 to 10/31/2014 (October, 2014)

Employee Name		TASK DESCRIPTIONS	Actual Hours	Labor \$\$	Out of Scope Unanticipated Costs
Peter Ho, PE		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bld-Support		\$0.00	
Direct Labor Rate	\$ 97.18	CPM Scheduling		\$0.00	
Burden Rate: 122.63%	\$ 119.17	Project Management		\$0.00	
Fee: 6.0%	\$ 12.98	Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	
TOTAL HOURS		Utility Support Precon Services		\$0.00	
200.0		Construction Contract Administration	200.0	\$45,866.00	
LOADED RATE		Construction Engineering		\$0.00	
\$229.33		Construction Inspection		\$0.00	
Mina Seo		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bld-Support		\$0.00	
Direct Labor Rate	\$ 40.31	CPM Scheduling		\$0.00	
Burden Rate: 122.63%	\$ 49.43	Project Management		\$0.00	
Fee: 6.0%	\$ 5.38	Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	\$0.00
TOTAL HOURS		Utility Support Precon Services		\$0.00	\$0.00
16.0		Construction Contract Administration	16.0	\$1,521.92	
LOADED RATE		Construction Engineering		\$0.00	
\$95.12		Construction Inspection		\$0.00	
SUB-TOTAL THIS PERIOD (LABOR ONLY)		Constructability Review	0.0	\$0.00	\$0.00
		Contractor's Pre-Qual Package	0.0	\$0.00	\$0.00
		Bld-Support	0.0	\$0.00	\$0.00
		CPM Scheduling	0.0	\$0.00	\$0.00
		Project Management	0.0	\$0.00	\$0.00
		Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$0.00	\$0.00
		Utility Support Precon Services	0.0	\$0.00	\$0.00
		Construction Contract Administration	216.0	\$47,387.92	\$0.00
		Construction Engineering	0.0	\$0.00	\$0.00
		Construction Inspection	0.0	\$0.00	\$0.00
		TOTAL PRIME LABOR	216.0	\$47,387.92	\$0.00

INVOICE

PreScience

Valley View Grade Separation - Project & Construction Management Services

Invoice No.: SFS.11.2014-05

12/3/2014

Billing Period: 11/1/2014 to 11/28/2014 (November, 2014)

NET AMOUNT THIS PERIOD**\$ 33,898.52****PRIME LABOR CHARGES**

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$\$
Peter Ho, PE	Resident Engineer	Construction Administration	\$220.33	144.0	\$ 33,023.52
Mina Seo	Contract Administrator	Construction Administration	\$95.12	0.0	\$ -
				0.0	\$ -
				0.0	\$ -
					\$ -
Sub-Total PRIME Labor Charges				144.0	\$ 33,023.52

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Hour	0.0	\$5.21	\$ -
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Full Month	1.0	\$875.00	\$ 875.00
Sub-Total ODC					\$ 875.00

Note: Vehicle Negotiated Fixed Rate; For Partial Month, \$5.21/hour will be used for Work Truck Charge

TOTAL PRIME (PreScience)	\$ 33,898.52
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SUB-CONSULTANT COSTS

Name of Sub-Consultants	DBE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
			0	\$ -	\$ -	\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)	\$ 33,023.52	\$ 875.00	\$ 33,898.52
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Peter Ho, PE
Consultant Project Manager

Signature

12/03/14

Date

LABOR TASK BREAKDOWN

Period: 11/01/2014 to 11/28/2014 (November, 2014)

Employee Name			TASK DESCRIPTIONS	Actual Hours	Labor \$\$	Out of Scope Unanticipated Costs
Peter Ho, PE			Constructability Review		\$0.00	
			Contractor's Pre-Qual Package		\$0.00	\$0.00
Direct Labor Rate Burden Rate: 122.63% Fee: 6% TOTAL HOURS 144.0 LOADED RATE \$229.33	\$ 97.18 \$ 119.17 \$ 12.98		Bid-Support		\$0.00	
			CPM Scheduling		\$0.00	
			Project Management		\$0.00	
			Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	
			Utility Support Precon Services		\$0.00	
			Construction Contract Administration	144.0	\$33,023.52	
			Construction Engineering		\$0.00	
			Construction Inspection		\$0.00	
Mina Seo			Constructability Review		\$0.00	
			Contractor's Pre-Qual Package		\$0.00	\$0.00
Direct Labor Rate Burden Rate: 122.63% Fee: 6% TOTAL HOURS 0.0 LOADED RATE \$95.12	\$ 40.31 \$ 49.43 \$ 5.38		Bid-Support		\$0.00	
			CPM Scheduling		\$0.00	
			Project Management		\$0.00	
			Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	\$0.00
			Utility Support Precon Services		\$0.00	\$0.00
			Construction Contract Adminlstration	0.0	\$0.00	
			Construction Engineering		\$0.00	
			Construction Inspection		\$0.00	
SUB-TOTAL THIS PERIOD (LABOR ONLY)			Constructability Review	0.0	\$0.00	\$0.00
			Contractor's Pre-Qual Package	0.0	\$0.00	\$0.00
			Bid-Support	0.0	\$0.00	\$0.00
			CPM Scheduling	0.0	\$0.00	\$0.00
			Project Management	0.0	\$0.00	\$0.00
			Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$0.00	\$0.00
			Utility Support Precon Services	0.0	\$0.00	\$0.00
			Construction Contract Adminlstration	144.0	\$33,023.52	\$0.00
			Construction Engineering	0.0	\$0.00	\$0.00
			Construction Inspection	0.0	\$0.00	\$0.00
			TOTAL PRIME LABOR	144.0	\$33,023.52	\$0.00

INVOICE

PreScience

Valley View Grade Separation - Project & Construction Management Services

Invoice No.: SFS.12.2014-06

1/5/2015

Billing Period: 11/29/2014 to 12/26/2014 (December, 2014)

NET AMOUNT THIS PERIOD**\$ 31,897.44****PRIME LABOR CHARGES**

Employee Name	Project Function Title	DESCRIPTIONS	Loaded Rate	Hours	Labor \$\$
Peter Ho, PE	Resident Engineer	Construction Administration	\$229.33	136.0	\$ 31,188.88
Mina Seo	Contract Administrator	Construction Administration	\$95.12	0.0	\$ -
				0.0	\$ -
				0.0	\$ -
Sub-Total PRIME Labor Charges				136.0	\$ 31,188.88

PRIME: Other Direct Costs

Name	Descriptions	Unit	Quantity	Rate	TOTAL
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Hour	136.0	\$5.21	\$ 708.56
Peter Ho, PE	Vehicle Usage (\$ 5.21/Hour for Partial Month or \$875 for full month)	Full Month	0.0	\$875.00	\$ -
Sub-Total ODC					\$ 708.56

Note: Vehicle Negotiated Fixed Rate; For Partial Month, \$5.21/Hour will be used for Work Truck Charge

TOTAL PRIME (PreScience)	\$ 31,897.44
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SUB-CONSULTANT COSTS

Name of Sub-Consultants	DDE/SBE	DESCRIPTIONS	HOURS	LABOR	ODC	TOTAL
			0	\$ -	\$ -	\$ -
TOTAL SUB-CONSULTANTS			0.00	\$ -	\$ -	\$ -

GRAND TOTAL: (PRIME + SUB-CONSULTANTS)	\$ 31,188.88	\$ 708.56	\$ 31,897.44
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Peter Ho, PE
Consultant Project Manager

Signature

01/05/15

Date

LABOR TASK BREAKDOWN

Period: 11/29/2014 to 12/26/2014 (December, 2014)

Employee Name		TASK DESCRIPTIONS	Actual Hours	Labor \$\$	Out of Scope Unanticipated Costs
Peter Ho, PE		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bld-Support		\$0.00	
Direct Labor Rate	\$ 97.18	CPM Scheduling		\$0.00	
Burden Rate: 122.63%	\$ 119.17	Project Management		\$0.00	
Fee: 6.0%	\$ 12.98	Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	
TOTAL HOURS		Utility Support Precon Services		\$0.00	
136.0		Construction Contract Administration	136.0	\$31,188.88	
LOADED RATE		Construction Engineering		\$0.00	
\$229.33		Construction Inspection		\$0.00	
Mina Seo		Constructability Review		\$0.00	
		Contractor's Pre-Qual Package		\$0.00	\$0.00
		Bld-Support		\$0.00	
Direct Labor Rate	\$ 40.31	CPM Scheduling		\$0.00	
Burden Rate: 122.63%	\$ 49.43	Project Management		\$0.00	
Fee: 6.0%	\$ 5.38	Pre-Con. Weekly Meetings and Minutes Prep		\$0.00	\$0.00
TOTAL HOURS		Utility Support Precon Services		\$0.00	\$0.00
0.0		Construction Contract Administration	0.0	\$0.00	
LOADED RATE		Construction Engineering		\$0.00	
\$95.12		Construction Inspection		\$0.00	
SUB-TOTAL THIS PERIOD (LABOR ONLY)		Constructability Review	0.0	\$0.00	\$0.00
		Contractor's Pre-Qual Package	0.0	\$0.00	\$0.00
		Bld-Support	0.0	\$0.00	\$0.00
		CPM Scheduling	0.0	\$0.00	\$0.00
		Project Management	0.0	\$0.00	\$0.00
		Pre-Con. Weekly Meetings and Minutes Prep	0.0	\$0.00	\$0.00
		Utility Support Precon Services	0.0	\$0.00	\$0.00
		Construction Contract Administration	136.0	\$31,188.88	\$0.00
		Construction Engineering	0.0	\$0.00	\$0.00
		Construction Inspection	0.0	\$0.00	\$0.00
		TOTAL PRIME LABOR	136.0	\$31,188.88	\$0.00



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"A great place to live, work, and play"

March 12, 2015

PreScience Corporation
1521 E. McFadden Avenue, Unit A
Santa Ana, CA 92705

Attention: Mr. Peter Ho

Subject: Valley View Grade Separation Project – Resident Engineer Services
Contract Amendment No. 1

The original Agreement which was executed by the City on June 26, 2014 was based on providing Resident Engineer services for the Valley View Grade Separation Project to the end of December 2014. The construction contract closeout with the contractor, Griffith Company was more extensive than originally anticipated. Furthermore, the resolution of all contract changes, securing lien releases and final acceptance from the contractor took longer than originally planned. Based on these changes, the closeout process was completed at the end of January 2015.

The City is requesting additional staff time for project closeout items which involves seeking final reimbursement and submission of final closeout documents to multiple federal and state funding partners. It is estimated that services from PreScience Corporation will be necessary for an additional five (5) months on an as-needed basis.

Based on the above, additional funds are necessary as shown below:

January 2015 (full time)	21 days @ 8 hrs./day x \$229.33/hr. =	\$ 38,527.44
February to May 2015 (as needed)	168 hrs. @ \$220.33/hr. =	\$ 38,527.44
Vehicle	2 months @ \$875/month =	\$ 1,750.00
Less Remaining Budget	Up to December 2014 =	\$ (22,415.20)
	Total Amendment No. 1	\$ \$56,389.68

SUBMITTED BY:
PreScience Corporation

APPROVED BY:
City of Santa Fe Springs

Signature
Peter Ho

Signature
Noe Negrete, Director of Public Works

Date

Date



City of Santa Fe Springs

City Council Meeting

March 12, 2015

NEW BUSINESS

Resolution No. 9465 – Ordering the Preparation of the Engineer's Report for FY 2015/16 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

RECOMMENDATION

That the City Council adopt Resolution No. 9465, ordering the preparation of the Engineer's Report for FY 2015/16 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

BACKGROUND

Santa Fe Springs Lighting District No. 1 was formed May 26, 1982, pursuant to the provisions of the Landscaping and Lighting Act of 1972. After the initial formation of the district, it is necessary for the City to annually update the Lighting District. This allows the City to continue levying annual assessments against the properties located within the Lighting District.

The required documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972 as contained in the Streets and Highways Code.

The approval of this initial Resolution orders the preparation of cost estimate, assessment diagram, assessment, and Engineer's Report for the annual updating of the Lighting District.

Thaddeus McCormack
City Manager

Attachments:
Resolution No. 9465
Boundary Map

RESOLUTION NO. 9465

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2015-16 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR STREET LIGHTING DISTRICT NO. 1

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF SANTA FE SPRINGS LIGHTING DISTRICT NO. 1

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2015 and ending June 30, 2016; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and,
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and,
3. A diagram of the area proposed to be assessed; and,
4. An assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy," as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

Section 5: That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.

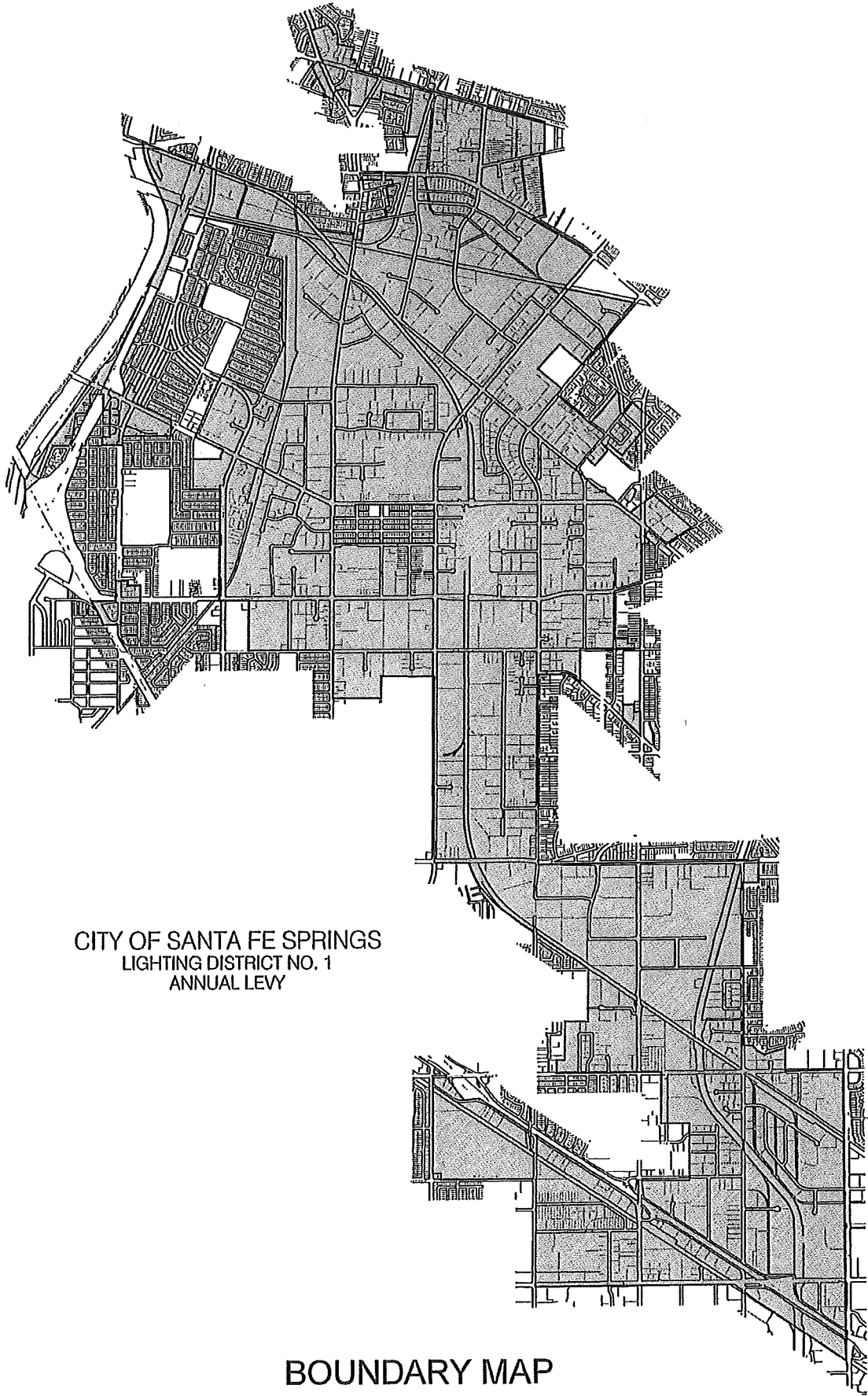
Section 6: That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 12th day of March 2015.

Laurie Rios, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK





City of Santa Fe Springs

City Council Meeting

March 12, 2015

NEW BUSINESS

Resolution No. 9466 – Ordering the Preparation of the Engineer's Report for FY 2015/16 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive)

RECOMMENDATION

That the City Council adopt Resolution No. 9466, ordering the preparation of the Engineer's Report for FY 2015/16 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

BACKGROUND

The Heritage Springs Assessment District was established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements that were required for the development of the District.

The District also included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing, and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the development. In FY 2007-2008, the two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street, were slurry-sealed.

The approval of this initial Resolution orders the preparation of plans, specifications, cost estimate, assessment diagram, assessment, and the Engineer's Report for the annual updating of the assessment district.



Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9466
Boundary Map

RESOLUTION NO. 9466

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2015-16 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE)

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for an assessment district established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highways Code.)

CITY OF SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE)

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2015 and ending June 30, 2016; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 12 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and,
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and,
3. A diagram of the area proposed to be assessed; and,
4. A proposed assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "Boundary Map Heritage Springs Assessment District No. 2001-01" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code).

Section 5: That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 10203 and 10204 of said Streets and Highways Code.

Section 6: That the City Clerk shall certify to the adoption of this resolution.

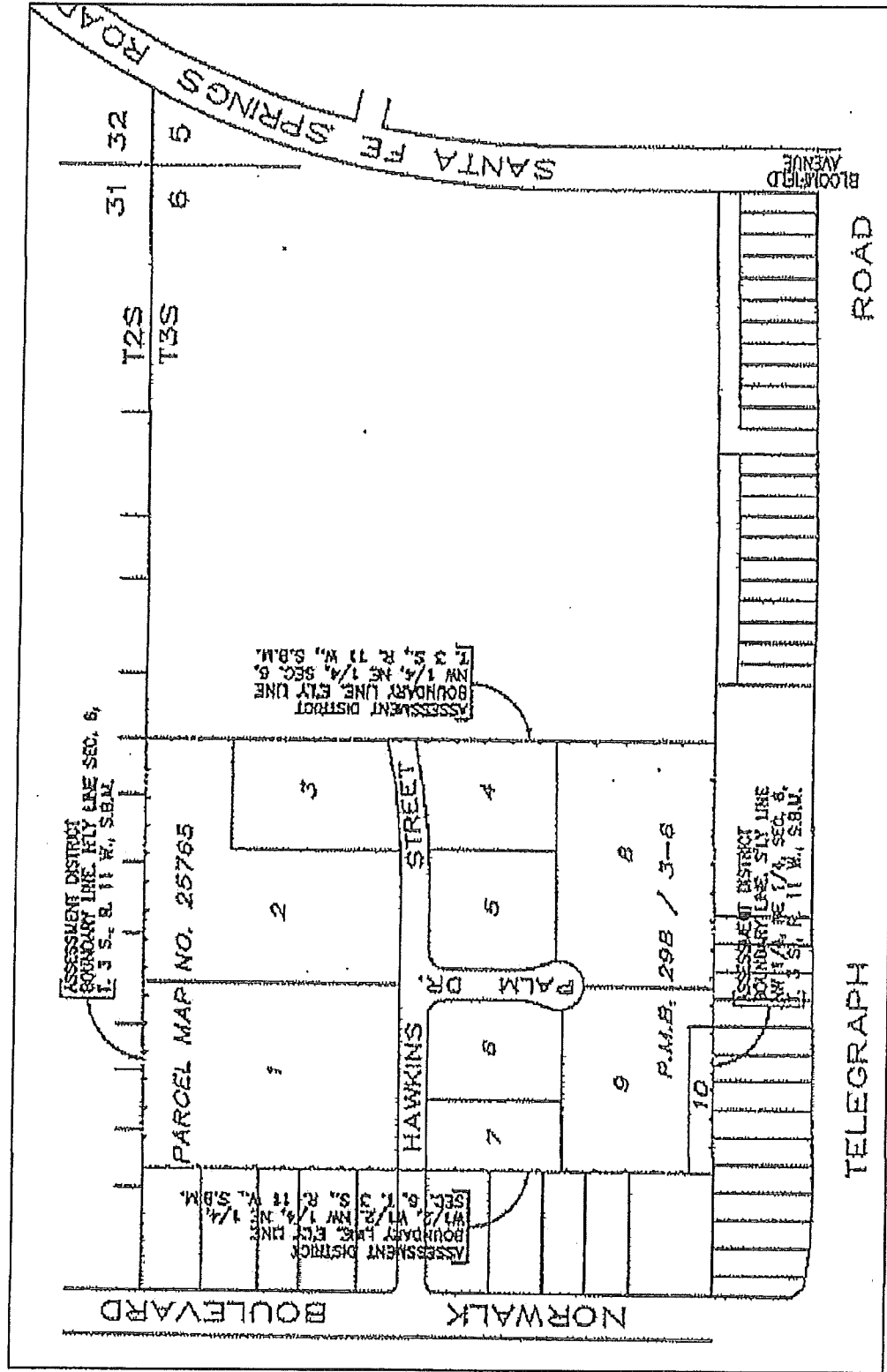
APPROVED and ADOPTED this 12th day of March 2015.

Laurie Rios, MAYOR

ATTEST:

Anita Jimenez, CITY CLERK

BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





City of Santa Fe Springs

City Council Meeting

March 12, 2015

NEW BUSINESS

Water Feature Maintenance Services - Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids;
2. Award a contract to Payless Pool Service of Santa Fe Springs, California in the amount of \$72,000 per year for a term of 3 years; and
3. Authorize the Mayor to execute the Agreement with Payless Pool Service.

BACKGROUND

The City Council, at their meeting of January 22, 2015, authorized the City Engineer to advertise for bids for water feature maintenance services.

Bids were opened on February 17, 2015 and a total of four (4) bids were received. The low bidder for the project was Payless Pool Service of Santa Fe Springs, California in the amount of \$72,000 per year. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Annual Bid Amount</u>
Payless Pool Service	\$ 72,000.00
Total Pool Care	\$ 91,200.00
Ocean Pool Service	\$ 132,600.00
Aquatic Artisan, Inc.	\$ 166,836.00

The bid submitted by Payless Pool Service is 14.6% higher than the current annual cost \$62,820.00. Payless Pool Service Company currently provides water feature maintenance services to the City.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Payless Pool Service to be satisfactory.

FISCAL IMPACT

Funding for the water feature maintenance services contract is contained in the approved FY 2014-2015 Budget.

A handwritten signature in black ink, appearing to read "Thaddeus McCormack", is written over a horizontal line.

Thaddeus McCormack
City Manager

Attachments:

1. Contract Agreement
2. Scope of Services
3. Contractor Cost Proposal

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: March 4, 2015

11

THE CITY OF CITY OF SANTA FE SPRINGS
WATER FEATURE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is entered into this 12th day of March 2015, by and between the **City of Santa Fe Springs**, a municipal corporation ("City"), and **PAYLESS POOL SERVICE** ("Contractor").

RECITALS

WHEREAS, the City desires to employ the Contractor to provide water feature maintenance services for the City's facilities.

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. SCOPE OF SERVICES

The Contractor will perform services as set forth in the Scope of Services which are made a part of this Agreement by reference.

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

3. PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of \$6,000 per month for services rendered in accordance with the Contractor's cost proposal which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule which is made a part of this Agreement by reference.

In the event any water feature is not functioning for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided.

5. **LENGTH OF AGREEMENT**

The length of this Agreement shall be for a period of three (3) years and shall commence on the date first set forth above.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this

Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor 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 Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor'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.

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's water features. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these water features.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement.

The Contractor shall furnish all labor, equipment and required water feature maintenance materials, chemicals, and all other cleaning supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements 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 Contractor 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 Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor 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 Contractor will 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 Contractor 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.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. **Business Auto Liability Insurance** - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work

which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.
- D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **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.

16. **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.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City: Noe Negrete
 Director of Public Works
 City of Santa Fe Springs
 11710 Telegraph Road
 City of Santa Fe Springs, CA 90670-3679

To the Contractor: Ron Laskodi
 Payless Pool Service
 11642 Telegraph Road
 Santa Fe Springs, CA 90670

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the

notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor 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 Contractor 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 Contractor has a financial interest as defined in Government Code Section 87103. The Contractor 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.

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

CONTRACTOR

By: _____

CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

WATER FEATURE MAINTENANCE SCOPE OF SERVICES

GENERAL PROVISIONS

A. Liability Insurance

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

1. Worker's Compensation Insurance

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

2. Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

3. Business Auto Liability Insurance

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of the Agreement

and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of this Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

B. Term of the Agreement

The term of the Agreement shall be thirty six (36) months.

C. Method of Payment

Contractor will invoice the City on a monthly basis. The Contract Administrator will review and approve the monthly invoice for payment for services rendered consistent with the Agreement.

If after written notice to Contractor of any deficiencies in the work, or of failure to comply with the agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

SCOPE OF WORK

The Scope of Work consists of Standard Services of routine weekly cleaning and maintenance of the City's water features. In addition, there are Special Provisions that are specific to certain water features. All work necessary to perform the cleaning and maintenance services shall be performed in a manner acceptable to the City.

A. Standard Services

Weekly Maintenance Services:

1. Inspection of overall system operations, including mechanical, electrical, water and chemical components.
2. Inspection and performance of water analysis, maintenance of proper water levels and water quality.
3. Cleaning of water features to include but not be limited to:
 - a. Cleaning of baskets, skimmers
 - b. Cleaning of pump intakes

- c. Skimming of water surfaces
 - d. Brushing and scrubbing of walls and rocks
 - e. Vacuuming of water features
 - f. Removal of all accumulated trash and debris
 - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
 - h. Backwashing of sand filters as needed
 - i. Cleaning and replacing of cartridge filters as needed
 - j. Checking the pH of the water
 - k. Adding chlorine to the chlorinator for algae and mosquito control
- 4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
 - 5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
 - 6. Documentation of recommended repairs in writing, as noted on maintenance reports.

B. Special Services

- 1. Access to the fountains listed below require Confined Space Entry:
 - a. Veteran's Fountain
 - b. East Entry Fountain
 - c. West Entry Fountain
 - d. Villages Fountain
- 2. All confined space entries will comply with Cal-OSHA standards.
- 3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
- 4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
- 5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.

6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

C. Water Feature Names and Locations

	<u>Water Feature</u>	<u>Location</u>
1.	Veterans Fountain	11710 Telegraph Road
2.	East Entry Fountain	Telegraph Road and Laurel Avenue
3.	Neighborhood Center, Front	9255 Pioneer Boulevard
4.	Heritage Park, Native Amer. Exhibit	12100 Mora Drive
5.	Heritage Park, Formal Garden	12100 Mora Drive
6.	Heritage Park, Reservoir	12100 Mora Drive
7.	Heritage Park, Tank House	12100 Mora Drive
8.	Heritage Park Abalone Fountain	12100 Mora Drive
9.	Heritage Park, Conservatory	12100 Mora Drive
10.	Sculpture Garden, Reflection Pond	10405 Norwalk Boulevard
11.	Sculpture Garden, Geyser Fountain	10405 Norwalk Boulevard
12.	Sculpture Garden, Founders Plaza	10405 Norwalk Boulevard
13.	Food Court Fountain, North	12215 Telegraph Road
14.	Food Court Fountain, South	12215 Telegraph Road
15.	Heritage Drive, Step Fountain	Telegraph Road and Heritage Drive
16.	Heritage Drive, Fountain-North	Heritage Drive and Slusher
17.	Heritage Drive, Fountain-South	Heritage Drive and Slusher
18.	Heritage Drive, Fountain	Heritage Drive and Mora Drive
19.	Clarke Estate, Entry Fountain	10211 Pioneer Boulevard
20.	Clarke Estate, Reflection Pool	10211 Pioneer Boulevard
21.	West Entry Fountain	Telegraph Road and Cedardale
22.	Villages Fountain	SW Corner Telegraph Road and Bloomfield

D. WORK SCHEDULES

All work must be accomplished within the hours approved by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

E. CONTRACTOR'S EMPLOYEES

The Contractor shall provide employees with uniforms meeting City approval that have the Contractor's company name and the employee's first name clearly displayed on the shirt or a Contractor's name badge. All uniforms worn by the Contractor's employees shall be of the same color, material and style. Tee shirts may be worn in certain situations with City approval. The Contractor shall submit to the City representative a list of all employees who are authorized to work within the limits of the City. The Contractor shall employ legally documented residents and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

F. EMERGENCY RESPONSE

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

G. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

H. MODIFICATIONS TO THE SCOPE OF WORK

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.

Submitted By:

Payless Pool Co.
Don Laskowski

PROPOSAL
FOR
WATER FEATURE MAINTENANCE SERVICES
IN THE CITY OF SANTA FE SPRINGS

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Water Feature Maintenance Services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

Dated this 12th day of FEBRUARY, 2015.

BIDDERS INFORMATION:

Signature

OWNER

Name (Please Print or Type)

Don Laskowski

Title

Payless Pool Service

Firm Name

11642 TELEGRAPH RD

Firm Address

(562) 651-1001 or 865-7576

Firm Business Phone No.

Don Laskowski @ verizon.net

E-mail Address

BID SCHEDULE

WATER FEATURE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

ITEM NO. WATER FEATURE	MONTHLY FEE
1. Veterans Fountain	\$ 425-
2. East Entry Fountain	\$ 425-
3. Gus Velasco Neighborhood Center Fountain	\$ 200-
4. Heritage Park-Native American Exhibit	\$ 800-
5. Heritage Park-Formal Garden	\$ 125-
6. Heritage Park-Reservoir	\$ 250-
7. Heritage Park-Tank House	\$ 125-
8. Heritage Park-Abalone Fountain	\$ 125-
9. Heritage Park-Conservatory	\$ 125-
10. Sculpture Garden-Reflection Pond	\$ 450-
11. Sculpture Garden-Geyser Fountain	\$ 150-
12. Sculpture Garden-Founders Plaza Fountain	\$ 100-
13. Food Court Fountain-North	\$ 175-
14. Food Court Fountain-South	\$ 175-
15. Heritage Drive-Step Fountain	\$ 150-
16. Heritage Drive-Fountain North	\$ 150-
17. Heritage Drive-Fountain South	\$ 150-
18. Heritage Drive Fountain	\$ 150-
19. Clarke Estate-Entry Fountain	\$ 200-
20. Clarke Estate Reflection Pool	\$ 650-
21. West Entry Fountain	\$ 450-
22. Villages Fountain	\$ 450-

At SIX THOUSAND DOLLARS → Total Monthly Fee \$ 6,000-

TOTAL ANNUAL BID (MONTHLY FEE x 12 MONTHS) \$ 72,000-
At SEVENTY TWO THOUSAND DOLLARS →

Contractor Name: Payless Pool Serv.

HOURLY RATE SCHEDULE
WATER FEATURE MAINTENANCE SERVICES
Extra Work and Emergency Call-Out

EMPLOYEE NAME, TITLE OR POSITION		LABOR HOURLY RATE
1.	RON LASKOBI	\$
2.	RYAN LASKOBI	\$
3.	ADAM LASKOBI	\$
4.	JOHN FRANCIS	\$
5.	ADDISON HERNANDEZ	\$

Handwritten note: A large bracket groups the first five employees, and a handwritten "\$9.50" is written next to the hourly rate column.

***NOTE:** Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Water Feature Maintenance Services.



City of Santa Fe Springs

City Council Meeting

March 12, 2015

NEW BUSINESS

Request for Out-of-State Travel for Fire Captain Michael Beeghly to Attend the 2015 Fire Rescue Med Conference

RECOMMENDATION

That the City Council approve out-of-state travel for Fire Captain Michael Beeghly to attend the 2015 Fire Rescue Med Conference in Henderson, Nevada from March 21-24, 2015.

BACKGROUND

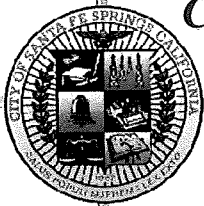
The 2015 Fire Rescue Med conference is a fire-based EMS conference addressing the issues impacting today's fire service. Fire Rescue Med provides attendees with education and training on today's EMS issues, including current legislation and current events.

Fire Captain Michael Beeghly is currently the Department of Fire-Rescue's Paramedic Coordinator. One of the responsibilities under this assignment is to meet the requirements to fulfill the role of the department's Infection Control Officer as mandated by OSHA and the Ryan White Law. This position is currently being fulfilled by Division Chief Robert Yellen who is scheduled to retire later this year. This conference will offer Captain Beeghly the opportunity to complete two of the three courses needed to fulfill the role of the Infection Control Officer for the department. The third required class is not being offered at this conference and will be completed by Captain Beeghly as soon as it becomes available.

Information regarding the two courses offered at the Fire Rescue Med conference are outlined below:

Advanced Designated Infection Control Officer Training:

This one-day seminar course is designed to prepare the Infection Control Officer to meet the requirements for the position established under NFPA 1581, OSHA, and the Ryan White Law. The Ryan White Law states that each fire, EMS, and law enforcement agency must have a designated officer to manage exposure issues for the department. Understanding this role and the many aspects of this job is important to assist with department risk management and department member advocacy. The training program will lay out the various laws and regulations that must be taken into account to establish a comprehensive program. In addition, participants will learn the core components of an effective post-exposure management program. Step-by-step program formulation is presented to enable the course participant to return to his/her workplace and set up a working program.



City of Santa Fe Springs

City Council Meeting

March 12, 2015

Attendees will problem solve program implementation, receive updates on disease, legal issues, and review multi-drug resistant organisms, MRSA, VRE, C-diff, H1N1, Norovirus, MERS, and Ebola.

Train the Trainer OSHA Bloodborne/Airborne & Droplet Diseases Course:

This one-day course is designed to train those assigned to teach the OSHA blood-borne pathogens and tuberculosis curriculum. This is the most efficient and cost effective way to conduct the required OSHA training on bloodborne pathogens and tuberculosis. Designated firefighters will be specifically trained to teach this material to new employees and to conduct annual update training. The course book, which is marketed and sold internationally, is included with the class. Yearly updates for the books are available to participants in February of each year. Course content includes: adult education principles, review of the disease process, disease review (hepatitis B, hepatitis C, HIV, syphilis and tuberculosis), exposure control plan components, workplace specific procedures, post-exposure protocols, and an extensive appendix of supportive data. All attendees are provided with course books and electronic resources.

FISCAL IMPACT

The estimated cost to attend the Fire-Rescue Med conference is \$1,500.00 and is currently budgeted in the Fire-Rescue FY 2014/15 budget.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

March 12, 2015

PRESENTATION

Recognition of Girl Scout Silver Award Recipient, Jennisa M. Casillas

RECOMMENDATION

The Mayor may wish to call upon Julie Herrera, Public Relations Specialist, to assist with this presentation.

BACKGROUND

The Girl Scouts is a youth organization which helps girls develop their full individual potential; relate to others with increasing understanding, skill, and respect; develop values to guide their actions and provide the foundation for sound decision-making; and contribute to the improvement of society through their abilities, leadership skills, and cooperation with others. All these skills learned ultimately help young girls become involved in their community and become productive members of society.

The Girl Scout Silver Award is the highest award a Girl Scout Cadette can earn. Requirements include an extensive service project that the Scout plans, organizes, and leads.

City resident, Jennisa M. Casillas, has been invited to tonight's Council meeting to be recognized for completing her Silver Award.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

March 12, 2015

PRESENTATION

Rancho Santa Gertrudes Science Olympiad

RECOMMENDATION

Call upon Rancho Santa Gertrudes Teacher, Joe Nevarez.

BACKGROUND

Rancho Santa Gertrudes attended the 29th Annual Los Angeles County Science Olympiad that consisted of a total of 60 schools. 13 dedicated students from Rancho Santa Gertrudes participated and won a gold medal. Rancho Santa Gertrudes finished in the top 25 % of all the schools that won gold.

The students met as a team every Thursday for an hour and on several Saturdays. Mrs. Armida Morris (2nd grade teacher), Mrs. Ana Franco (2nd grade teacher), Mr. Joe Nevarez (5th grade teacher) started preparing the students for competition in the 20 events. The events were diverse. Some required research and memorization such as the Mammals, Rock Hound, Deep Sea Blue, Starry Starry Nights, Weather or Not, and Name the Scientist. Some required creative thought like the Clay Boats, Tennis ball Catapult, Paddle Boats, Pasta Mobile, Egg Drop, Can Race, and the Energy Box. Some required expecting the unexpected like the Team Problem Solving, Write It Do It, Mystery Architecture, Mystery Box, Trajectory, and Crime Busters.

The Rancho Team consisted of students, teachers, principal, and parents. It was truly a team effort but the credit mostly falls on the students who sacrificed a lot of their personal time while maintaining their class grades.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

March 12, 2015

PROCLAMATION

Special Olympics Campaign – Spread the Word to End the R-Word Awareness in Santa Fe Springs

RECOMMENDATION

The Mayor may wish to call upon Ed Ramirez, Community Services Supervisor, to assist with the presentation of the proclamation.

BACKGROUND

The first Wednesday in the month of March individuals across the nation recognize the annual day of awareness in "Spreading the Word to End the R- word" which is "retard" or "retarded". These efforts were started by two students who attended Norte Dame and Yale in 2009 and continue to be led by passionate young people, along with Special Olympics athletes and Best Buddies participants across the United States and in many other parts of the world.

The "R-word" has found a place in the common language and seems to be accepted by most, despite the fact that its use, casual or otherwise, is hurtful to millions of people with intellectual and developmental disabilities and to those that love them. The R-word hurts, even if it is not directed at a person with intellectual and developmental disabilities. For too long, people with intellectual and developmental disabilities have had to overcome the challenges society has put forth through stereotypes.

It is time for a change and the Santa Fe Springs Community can help. People everywhere can help spread the word throughout our community, schools, and workplaces year-round through pledge drives, youth rallies, and online action or simply spreading the word with family and friends.

To help drive this much needed change, the City has joined forces with Special Olympics of Southern California, Little Lake School District, Los Nietos School District, and Whittier Unified High School District in the development and implementation of services that will help bring acceptance and inclusion to our community. As part of these ongoing efforts, on March 3, 2015, the City of Santa Fe Springs officially began track and field activities for Special Olympians.

Thaddeus McCormack
City Manager

Attachment:
Proclamation

Report Submitted By: Ed Ramirez
Department of Community Services

Date of Report: March 12, 2015

Spread the Word to End the R-Word

WHEREAS, according to the 2010 U.S. Census Bureau, 56.7 million people have a disability, where 1.2 million adults and 1.7 million kids have an intellectual or developmental condition; and,

WHEREAS, people with disabilities constitute our nation's largest minority group, almost one in five; and,

WHEREAS, this group is also the most inclusive and most diverse group, and includes all ages, genders, religions, ethnicities, sexual orientations, and socioeconomic levels; and,

WHEREAS, when the word retardation, retarded, or retard are used without thinking it is hurtful to people who have disabilities and the people who love them; and,

WHEREAS, it perpetuates prejudice and discrimination toward people with disabilities; and,

WHEREAS, this word is just as cruel and offensive as any other slur or hate speech;

NOW, THEREFORE, I, Laurie Rios, Mayor of the City of Santa Fe Springs on behalf of the entire City Council, encourage all residents to join the efforts in spreading the word to end the R-word and encourage our community to support and be involved with the implementation of programming for this influential group of individuals in our community.

Dated this 12th day of March 2015.

Laurie Rios, Mayor

Attest:

Anita Jimenez, City Clerk



City of Santa Fe Springs

City Council Meeting

March 12, 2015

PROCLAMATION

Proclaiming the Month of March 2015 "American Red Cross Awareness Month"

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Mike Crook to introduce representatives from the American Red Cross to accept the proclamation.

BACKGROUND

The humanitarian mission of the American Red Cross connects us to people and communities across the nation and around the world. The common bonds of humanity and compassion unite us together, not just in the face of emergencies and disasters, but in helping our neighbors every day.

Since being founded by Clara Barton in 1881, the Red Cross has been a consistent lifeline for people when they need it the most.

Every eight minutes, the American Red Cross brings help and hope to people in need. Whether you donate funds, donate blood or volunteer, they depend on support to make a difference in communities across the country.

Each year, the president of the United States proclaims the month of March as "American Red Cross Awareness Month." They use this month as a chance to honor and celebrate the everyday heroes who help them fulfill their mission.


Thaddeus McCormack
City Manager

Attachment
Proclamation

WHEREAS, since 1943 the President of the United States has proclaimed March as Red Cross Month; and,

WHEREAS, Red Cross Month is a month-long observance recognizing the American Red Cross as a true reflection of the humanitarian and volunteer spirit and calls on Americans to make a donation, volunteer, take a class or give blood; and,

WHEREAS, the American Red Cross Los Angeles Region uses this opportunity to educate communities about the services provided to the public each and every day; and,

WHEREAS, in 2014 the Red Cross Los Angeles Region provided disaster relief assistance to 600 families and supported 2,016 clients by providing shelter, food, emotional support and other necessities; and,

WHEREAS, we encourage individuals, families and businesses to prepare themselves for disasters by getting an emergency kit, making a plan, and being informed through preparedness education classes; and,

WHEREAS, thanks to the support of the Los Angeles community, the Red Cross is there when needed most down the street, across the country and around the world; and,

NOW, THEREFORE, I, LAURIE M. RIOS, Mayor of the City of Santa Fe Springs, on behalf of the City Council recognize the importance of volunteering your time, making a donation, taking a class or giving blood does hereby proclaim the month of March to be

Red Cross Month

and urge all citizens to show their support to the American Red Cross Los Angeles Region.

Dated this 12th day of March, 2015.



City of Santa Fe Springs

City Council Meeting

March 12, 2015

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: Timothy Arnold – Parks & Recreation Committee

Recent Actions: Robert Wolfe and Raymond Reyes were appointed to the Sister City Committee. Lydia Gonzales was appointed to the Community Program Committee. William Logan was appointed to the Parks & Recreation Committee.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', written in a cursive style.

Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Timothy Arnold

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Mark Sevillano

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 Placensia	(15)
	Vacant	(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	Lydia Gonzales	(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 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

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	Pauline Moore	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 Liaison	Laurie Rios
Council Alternate	Richard Moore
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)
	George Felix, Sr.	(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)
	William Logan	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Vacant	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Vacant	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Vacant	(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 9:30 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)
	Vacant	(15)
Rios	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jesse 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)
	Robert Wolfe	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Raymond Reyes	(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., Gus Velasco Neighborhood Center

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)
	Jennisa Casillas	(18)
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Anissa Rodriguez	(16)
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()



City of Santa Fe Springs

City Council Meeting

March 12, 2015

APPOINTMENTS TO COMMITTEES

Selection of Liaisons to Various City Council Subcommittees

BACKGROUND

At the meeting of February 12, 2015, the City Council reorganized and selected Laurie Rios to be Mayor and Richard Moore to be Mayor Pro Tem. It would be appropriate at this time to select Council appointees to the various City Council Subcommittees for 2015.

Attached is a listing of 2014 City Council Subcommittee appointees.

Thaddeus McCormack
City Manager

Attachments:

City Council Subcommittees

2014 Council Subcommittees			
NAME	TYPE	FORMED	MEMBERS
Audit Committee	Standing	6/14/2012 1/24/2014	Moore Sarno
Budget Events and Programs	Standing	2/13/2014 2/13/2014	Rounds Sarno
Budget Revenue and Fees	Standing	2/13/2014 2/13/2014	Rios Moore
Capital Improvements Projects	Standing	1/24/2014 1/24/2014	Sarno Rounds
Economic Development Strategy	Standing	8/7/2012 8/7/2012	Moore Rios
Edison	Ad Hoc	5/22/2014 5/22/2014	Moore Sarno
General Plan	Ad Hoc	12/18/2014 12/18/2014	Rios Sarno
High Speed Rail Authority	Ad Hoc	1/24/2013 2/13/2014	Trujillo Rounds
I-5 Expansion Project	Standing	1/24/2014	Sarno
I-5 Florence Avenue Segment	Ad Hoc	1/24/2014 1/24/2014	Sarno Moore
Long-Term Housing Plan	Ad Hoc	1/24/2014 9/26/2013	Sarno Rounds
Relay for Life	Ad Hoc	Will be appointed at a later date	
Valley View Grade Separation Project	Ad Hoc	1/12/2012 1/12/2012	Rounds Trujillo
Water Rate	Ad Hoc	12/4/2014 12/4/2014	Rounds Moore
Water Conservation	Ad Hoc	8/14/2014 8/14/2014	Rios Rounds
2015 Council Subcommittees			
Strategic Plan	Ad Hoc	1/8/2015 1/8/2015	Trujillo Sarno

Standing Committees subject to Brown Act