



# AGENDA

## REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**MARCH 10, 2016  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

***Richard J. Moore, Mayor  
William K. Rounds, Mayor Pro Tem  
Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, 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**

Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
William K. Rounds, Mayor Pro Tem  
Richard J. Moore, Mayor

**HOUSING SUCCESSOR**

3. Minutes of the February 11, 2016 of the Housing Successor Agency.

**Recommendation:** That the Housing Successor approve the minutes as submitted.

**SUCCESSOR AGENCY**

4. Minutes of the February 11, 2016 of the Successor Agency.

**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 11, 2016 Regular City Council Meeting

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

**PUBLIC HEARING**

7. Conduct a Public Hearing regarding State COPS funds.

**Recommendation:** That the City Council:

- Open the Public Hearing and receive any comments from the public regarding the expenditure of the State COPS fund; and
- Approve the expenditure of the State COPS funds as outlined in the plan

**PUBLIC HEARING - ORDINANCE FOR INTRODUCTION**

8. Ordinance No. 1070, An Ordinance of the City of Santa Fe Springs adding a new part to Chapter 150 of Title 15 of the City Code Relating to Safety Assessment Placards.

**Recommendation:** That the City Council waive further reading and introduce Ordinance No. 1070, which adds to Chapter 150 of Title 15, titled "Safety Assessment Placards" to the Santa Fe Springs Municipal Code.



**NEW BUSINESS**

- PAGE 17 9. Request for out-of-state travel for the Senior Planner to attend the American Planning Association (APA) Annual Conference.  
**Recommendation:** That the City Council approve out-of-state travel for the Senior Planner to attend the American Planning Association (APA) Annual Conference.
- PAGE 18 10. State of California Standard Agreement with California High Speed Rail Authority  
**Recommendation:** That the City Council:
- Approve Agreement with the California High Speed Rail Authority with a budget amount of \$694,004;
  - Authorize staff to enter into agreements with Koa Consulting and Southstar Engineering & Consulting, Inc. to perform Environmental and Engineering Services;
  - Authorize the City Manager to execute agreements with engineering consultants; and
  - Authorize the Mayor to execute the agreement with California High Speed Rail Authority.
- PAGE 55 11. Resolution Ordering the Preparation of the Engineer's Report FY 2016-2017 Annual Levy of Assessments – Street Lighting District No. 1.  
**Recommendation:** That the City Council approve Resolution No. 9405, A Resolution Ordering the Preparation of the Engineer's Report FY 2016-2017 Annual Levy of Assessments – Street Lighting District No. 1.
- PAGE 60 12. Resolution Ordering the Preparation of the Engineer's Report for FY 2016-2017 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01.  
**Recommendation:** That the City Council approve Resolution No. 9406, A Resolution Ordering the Preparation of the Engineer's Report for FY 2016-2017 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01.
- PAGE 64 13. Seasonal Farmers Market Service Agreement for 2016 Year.  
**Recommendation:** That the City Council approve the Farmers Market Service Agreement between the City of Santa Fe Springs and contractor Jerry Diaz (dba Greenleaf Events, Inc.) for the operation of a seasonal Farmers Market located at the Town Center Civic Plaza from April 2016 to September 2016.
- PAGE 73 14. Authorize payment to Silver Lake Conservation, LLC for the Restoration of the Heritage Arts in Public Places Eternal Springs Art Piece.  
**Recommendation:** That the City Council authorize payment of \$890.00 not to exceed \$1,000.00 to Silver Lake Conservation, LLC., for the restoration of the Eternal Springs art piece located at 12009 Telegraph Road, Santa Fe Springs.

**15. Review of the City's Fourth of July Celebration Event.**

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**Recommendation:** That the City Council move the date of the Fourth of July Celebration event from July 4, 2016 to July 3, 2016.

**16. FY 2015-16 Midyear Budget Review and Modifications.**

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**Recommendation:** That the City Council approve the purposed revenue and expenditure adjustments as detailed in Attachments A through C.

**Please note:** Item Nos. 17 – 25, will commence in the 7:00 p.m. hour.

**17. INVOCATION**

**18. PLEDGE OF ALLEGIANCE**

**19. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**20. ANNOUNCEMENTS**

**21. PRESENTATIONS**

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a. Presentation of the Library Services Division's New Website

b. Presentation Milestone Event Celebrants:

- Abigail Gutierrez, Newborn
- Casimira Lucero, 100<sup>th</sup> Birthday
- Vincenta Montalvo, 80<sup>th</sup> Birthday

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c. Recognition of T.E.E.N.S Participant Onesimo Sanchez for Outstanding Participation in Boys and Girls Club of Whittier – Santa Fe Springs College Bound Program

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d. Recognition of Girl Scouts Troop #14264 and Home Depot for their contribution of seven (7) birdhouses to the City's Community Garden

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

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a. Committee Appointments

**23. 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**

**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.*



Sylvia M. Bermudez  
City Clerk

March 3, 2016

Date



**MINUTES OF THE MEETINGS OF THE  
HOUSING AUTHORITY,  
SUCCESSOR AGENCY,  
AND CITY COUNCIL**

**February 11, 2016**

**1. CALL TO ORDER**

Meeting was called to order by Mayor Pro Tem Rounds at 6:00p.m.

**2. ROLL CALL**

**Members present:** Councilmembers/Directors: Sarno, Trujillo, Zamora, Mayor Pro Tem Rounds

**Members absent:** Mayor Rounds

**Staff present:** Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Noe Negrete, Director of Public Works; Wayne Morrell, Director of Planning, Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Director of Fiscal Services; Mike Crook, Fire Chief; Sylvia Bermudez, City Clerk

**HOUSING SUCCESSOR**

**3. License Agreement to Temporary Use Housing Successor-Owned Land**

**Recommendation:** That the City Council:

- Consider 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 and;
- Authorize the Director of Planning to execute License Agreement and other related documents related to the temporary use of the subject property.

Upon motion by Councilmember Sarno, second by Councilmember Zamora approved License Agreement with the Los Angeles County Chief Executive Office from 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, and authorized the Director of Planning to execute License Agreement and other related documents related to the temporary use of the subject property, by the following vote:

**AYES:** Sarno, Trujillo, Zamora, Rounds

**NAYES:** None

**ABSENT:** Rounds



## SUCCESSOR AGENCY

### 4. CONSENT AGENDA

#### Approval of Minutes

#### A. Minutes of the January 14, 2016, Regular Successor Agency Meeting

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

Upon motion by Trujillo, second by Sarno approved the minutes of the Successor Agency as submitted, by the following vote:

**AYES:** Sarno, Trujillo, Zamora, Rounds

**NAYES:** None

**ABSENT:** Rounds

## CITY COUNCIL

### 5. CITY MANAGER REPORT

City Manager Thaddeus McCormack had no report.

### 6. CONSENT AGENDA

#### Approval Minutes

#### A. Minutes of the January 14, 2016, Regular City Council Meeting

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

Upon motion by Councilmember Zamora second by Councilmember Trujillo, approved minutes for the January 14, 2016 meeting. Approved with the following vote:

**AYES:** Sarno, Trujillo, Zamora, Rounds

**NAYES:** None

**ABSENT:** Rounds

## NEW BUSINESS

### 7. As-Needed Code Enforcement Services – Rejection of Bid for Request for Qualifications (RFQ).

**Recommendation:** That the City Council:

- Reject the bid submitted for the Request for Qualifications (RFQ) to provide “As-Needed” Code Enforcement Services;
- Authorize the creation of a part-time, non-benefited Code Enforcement Inspector position at a pay range between \$19.223 - \$23.873 (steps A-E), and;
- Direct Human Resources to open a recruitment for the position.

Upon motion by Councilmember Zamora and second Councilmember Sarno Rejected the bid submitted for the Request for Qualifications (RFQ) to provide “as-needed” Code Enforcement Services and authorized the creation of a part-time, non-benefited Code Enforcement Inspector position at a pay range between \$19.223 - \$23.873 (steps A-E),

and directed Human Resources to open a recruitment for the position.

**AYES:** Sarno, Trujillo, Zamora, Rounds  
**NAYES:** None  
**ABSENT:** Rounds

8. Award bid to Puente Hills Chevrolet for the purchase of one (1) 2015 Chevrolet Pick-up Truck

**Recommendation:** That the City Council:

- Award a Bid to Puente Hills Chevrolet for the purchase of one (1) 2016 Chevrolet Colorado pick-up truck for \$25,615 and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$25,615

Upon motion by Zamora and second by Sarno awarded bid to Puente Hills Chevrolet for the purchase of one (1) 2015 Chevrolet Pick-up Truck.

**AYES:** Sarno, Trujillo, Zamora, Rounds  
**NAYES:** None  
**ABSENT:** Rounds

9. Amendment No. 2 to Utility Agreement No. 7UA-11565 with the State Department of Transportation for the Interstate 5 Freeway Widening/Carmenita Road Segment.

**Recommendation:** That the City Council:

- Approve Amendment No. 2 to Utility Agreement No. 7UA-11565 with the State Department of Transportation; and
- Authorize the Director of Public Works to execute Amendment No. 2 to the Utility Agreement

Upon motion by Sarno and second by Trujillo, approved Amendment No. 2, to Utility Agreement No. 7UA-11565 with the State Department of Transportation and authorized the Director of Public Works to execute Amendment No. 2, to the Utility Agreement.

**AYES:** Sarno, Trujillo, Zamora, Rounds  
**NAYES:** None  
**ABSENT:** Rounds

10. Resolution No. 9502, Declaring Weeds a Public Nuisance and Declaring the City's Intention to Remove them and setting Thursday, February 25, 2016 as the date for the Public Hearing

**Recommendation:** That the City Council:

- Adopt Resolution No. 9502, declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 25, 2016, as the date for the Public Hearing



Upon motion by Zamora and Second by Trujillo, adopted Resolution No. 9502, A Resolution Declaring Weeds a Public Nuisance and Declaring the City's Intention to Remove Them and setting February 25, 2016 as the date for the Public Hearing.

**AYES:** Sarno, Trujillo, Zamora, Rounds  
**NAYES:** None  
**ABSENT:** Rounds

Mayor Pro Tem Rounds recessed the meetings at 6:15 p.m.

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Mayor Pro Tem Rounds reconvened the meetings at 7:00 p.m.

**11. INVOCATION**

The Invocation was led by Councilmember Trujillo.

**12. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Youth Leadership Committee.

**13. INTRODUCTIONS**

- Mayor Pro Tem Rounds introduced representatives from the Chamber of Commerce.
- Councilmember Trujillo introduced members of the Girl Scouts Troop 4421 and asked the girls to talk about their

**14. ANNOUNCEMENTS**

City Manager Thaddeus McCormack announced Councilmember Zamora's Birthday. Youth Leadership Committee Members invited everyone to the following events: 2016 President's Day Penny Carnival on Monday, February 15 at Lakeview Park; Family Fun Night, February 19 at the Activity Center; and the First Friday with The Tinkers on March 4<sup>th</sup> at the Santa Fe Springs City Library.

**15. PRESENTATIONS**

a. Presentation to Bryan Collins upon his retirement

Dino Torres, Director of Public Services, recognized Bryan Collins for his 25 years of service to the community and the City of Santa Fe Springs.

b. Youth Leadership Committee Report on Retreat to Green Valley, California, January 15 – 17, 2016 and Recognition of Retreat Sponsor

Ed Ramirez, Family & Human Services Manager introduced members of the Youth Leadership Committee who participated in the annual retreat in Green Valley, Ca; also recognized retreat sponsor Serv-Wel Disposal and Recycling and John Prohorhoff for

his support.

c. Earned Income Tax Credit and Volunteer Tax Assistance Program (VITA) Proclamation

Ed Ramirez, Family & Human Services Manager introduced Joemil Regunidin, of the State Board of Equalization's office who accepted the Proclamation on behalf of Board of Equalization Chairman Jerome Horton.

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

Mayor Pro Tem Rounds nominated Sarah Garcia to the Youth Leadership Committee.

**17. ORAL COMMUNICATIONS**

- Members of the public Jerry Enriquez, Joe Gonzalez, and Tony Leon introduced themselves as part of the San Francisco 49ers Youth Football League.
- Members of the public Hazel Morales, Cynthia Morales and Amber Moreno spoke in opposition of bans on Marijuana cultivation and dispensaries.

**18. EXECUTIVE TEAM REPORTS**

- Noe Negrete, Director of Public Works – reported on construction alert of Florence Avenue Interchange Improvement Project; Pile Driving Canvassing Areas, and the Rosecrans/Marquardt Grade Separation Project.
- Wayne Morrell, Director of Planning – update Cambridge Springs LLC demolition of existing building and construction of new building.
- Dino Torres, Director of Police Services –
- Mike Crook, Fire Chief – reported on new program CA Environmental Reporting System (CERS); and reported the Santa Fe Springs Department of Fire-Rescue would be hosting workshops to help businesses comply with California's hazardous materials reporting requirements through CERS.
- Jose Gomez, Assistant City Manager/Finance Director, reported the Finance Department had completed W2s for annual reporting, as well as completed all budget reporting.
- Marisela Balderas, Director of Community Services – Reported on the updates to the City Library's website, including the ability to pay overdue Library fines online.

**19. ADJOURNMENT**

The meeting adjourned at 7:45 p.m.





**PUBLIC HEARING**

State of California Citizens' Option for Public Safety (COPS) Grant Program

**RECOMMENDATION**

That the City Council: 1). Open the Public Hearing for those wishing to speak on this matter; and 2). Approve the expenditure of the State of COPS funds as outlined in the plan contained herein.

**BACKGROUND**

The Citizens' Option for Public Safety (COPS) program provides grants to every city and county and five special districts that provide law enforcement within California. COPS funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that: A). County populations are the populations in incorporated areas, and B). Each agency is to be allocated a minimum of \$100,000. As a result, the City is entitled to a State of California Citizens' Option for Public Safety (COPS) Grant of \$100,000.

Funds from the COPS program must be used exclusively to fund the frontline municipal police services, "in accordance with written requests submitted by the chief of police...or the chief administrator of the law enforcement agency that provides police services for (the) city." (Gov't Code § 30061(c)(2)). Based on a review of law enforcement priorities, staff is recommending that the funds be expended on the payment of:

- a portion of the cost for a Traffic Officer (for FY 2015/2016, the cost of the Traffic Officer assigned to the City is \$180,800; \$121,500 would be paid with COPS funds and the remaining balance covered by the City (General Fund)).

The expenditure of these funds requires that the City conduct a Public Hearing to seek input as to how these funds should be spent.

**FISCAL IMPACT**

The State COPS program has been a much needed supplemental funding source which has provided the City with the means for additional public safety resources and equipment.

**INFRASTRUCTURE IMPACT**

There is no infrastructure Impact Statement as a result of this action.

  
Thaddeus McCormack  
City Manager



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**POLICE SERVICES CENTER**

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## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing, as provided by law, will be held by the Santa Fe Springs City Council, to consider the spending of the State of California Citizen's Option for Public Safety (COPS) Grant funds.

The Public Hearing is scheduled to be held on March 10, 2016 at 6:00 p.m., in the City Council Chambers, City Hall, 11710 E. Telegraph Road, Santa Fe Springs, California 90670. Any person may attend to provide input with regard to the spending of these funds. Inquiries concerning this Public hearing may be directed to the Department of Police Services, (562) 409-1850.

Dated: February 29, 2016  
Dino Torres, Director of Police Services  
City of Santa Fe Springs

Posted: February 29, 2016





### **PUBLIC HEARING - ORDINANCE FOR INTRODUCTION**

Ordinance No. 1070, An Ordinance of the City of Santa Fe Springs adding a new part to Chapter 150 of Title 15 of the City Code Relating to Safety Assessment Placards.

### **RECOMMENDATION**

That the City Council waive further reading and introduce Ordinance No. 1070, which adds to Chapter 150 of Title 15, titled "Safety Assessment Placards" to the Santa Fe Springs Municipal Code.

### **BACKGROUND**

A public health and safety concern exists with unpermitted construction and unpermitted electrical work inside occupied residential and commercial buildings. Moreover, field inspectors have encountered occupied buildings that lack essential utilities such as water, electricity, and/or heat, or contain dangerous conditions such as broken windows, improper ingress and egress, and other conditions which could classify a structure as substandard, unhealthy to occupy, or unsafe.

Current County Building Codes adopted by the City provide "Red-Tagging" a building only if the building has been structurally damaged by a natural disaster (earthquake, flood, etc.), fire, or an unforeseen incident which impacts the integrity of the structure (i.e. a vehicle collision into the building, or a tree falling onto a building). However, a provision to deny or limit occupancy to a substandard building is not currently available.

The proposed amendment to the City's Codes provides for a visual assessment of any building. Based on its visual findings, City Staff can make a determination from three options: (1) if the building is safe to occupy, (2) limit its occupancy, or (3) render the building unsafe to occupy. Based on its determination, the building can be posted by City Staff as follows:

1. "INSPECTED – Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
2. "RESTRICTED USE" is to be posted on each building or structure that lacks ventilation, running water, or other utilities which causes the occupancy to become a health concern, or if the building or structure has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered, and will clearly and concisely note the restrictions on continued occupancy and/or use.

3. "UNSAFE – Do Not Enter" is to be posted on each building or structure that has been damaged or that improvements have been made to the building or structure without proper permits or approvals, and that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstances except as authorized in writing by the City Manager or his authorized designee. It does not necessarily mean that the building or structure is to be condemned, but it is an official warning that remediation is required. Safety assessment teams shall be authorized to enter these buildings at any time.

It should be noted that with all three conditions, property owners will be provided an adequate time to abate the deficiencies and bring the structure back to a safe habitable state. Furthermore, this amendment will assist Staff when they encounter an unresponsive property owner or occupant who is unwilling to adhere to the City's land use regulations or Building Codes.

Staff is therefore recommending approval of Ordinance No. 1070, to amend Chapter 150 of Title 15.

#### **LEGAL NOTICE OF PUBLIC HEARING**

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

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on February 29, 2016, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. To date, Staff has not received any inquiries or questions regarding this matter.

#### **FISCAL IMPACT:**

Any impacts associated with the enforcement of this ordinance will be absorbed into the Department of Police Services' operating budget.



Thaddeus McCormack  
City Manager

#### **Attachment:**

Ordinance No. 1070 - Safety Assessment Placards



**ORDINANCE NO. 1070**

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING A NEW PART TO CHAPTER 150 OF TITLE 15 OF THE CITY CODE RELATING TO SAFETY ASSESSMENT PLACARDS**

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

**Section 1:** The following new Part is hereby added to Chapter 150 of Title 15 of the City Code:

***SAFETY ASSESSMENT PLACARDS***

**150.106 PURPOSE**

This Part of this Chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The City Manager or his or her authorized representatives is hereby authorized and directed to post the appropriate placard at each entry point to a building or structure upon completion of a visual safety assessment.

**150.107 SCOPE**

The provisions of this Part are applicable to all buildings and structures of all occupancies regulated by the City.

**150.108 DEFINITIONS**

**SAFETY ASSESSMENT.** A visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

**150.109 PLACARDS**

A. The following are descriptions of placards to be used to designate the condition for continued occupancy of buildings or structures:

1. "INSPECTED – Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
2. "RESTRICTED USE" is to be posted on each building or structure that lacks ventilation, running water, or other utilities which causes the occupancy to become a health concern, or if the building or structure has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in



general terms the type of damage encountered, and will clearly and concisely note the restrictions on continued occupancy and/or use.

3. "UNSAFE – Do Not Enter" is to be posted on each building or structure that has been damaged or that improvements have been made to the building or structure without proper permits or approvals, and that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstances except as authorized in writing by the City Manager or his authorized designee. It does not necessarily mean that the building or structure is to be condemned, but it is an official warning that remediation is required. Safety assessment teams shall be authorized to enter these buildings at any time.
- B. Each placard shall display the name, address and phone number for the City/City Hall, plus "City Code Section 150.106".
- C. Once attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the City. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this Part.

#### **150.110 PENALTY**

The penalty for violating any of the provisions of this Part shall be set as forth in Section 10.97.

**Section 2:** The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

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

***PASSED and ADOPTED*** this \_\_ day of March, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Richard J. Moore, Mayor

\_\_\_\_\_  
Sylvia M. Bermudez, City Clerk



**NEW BUSINESS**

Request for Out-of-State Travel for the Senior Planner to Attend the 2016 American Planning Association (APA) Annual Conference

**RECOMMENDATION**

That the City Council approve out-of-state travel for the Senior Planner to attend the 2016 APA Annual Conference in Phoenix, Arizona.

**BACKGROUND**

The American Planning Association (APA) is holding its annual conference on April 2-5, 2016, in Phoenix, Arizona. The APA is an independent, not-for-profit educational organization that was organized exclusively for charitable, educational, literary and scientific purposes, to advance the art and science of planning and the activity of planning, physically, economically, and socially, at the local, regional, state and national level.

A function of the APA is to educate policy makers and partners on planning issues and advocate policy changes to incorporate planning principals at all levels of government. Within the APA is the American Institute of Planners, the organization that is responsible for the national certification of professional planners.

The conference will feature a variety of sessions and discussion forums on topics such as ethics, changing demographics, planning for healthier communities, urban design, smart growth and sustainability, green infrastructure, disaster recovery, negotiation skills, economic development, housing, urban design, transportation/circulation and environmental justice. This event will not only provide an opportunity to develop relationships, see what others within the planning field are doing, but also an opportunity to find new and innovative approaches to address local issues. Additionally, it is a means to keep current with industry best practices, trends and pending legislation.

**FISCAL IMPACT**

The estimated expenses incurred to attend the APA is \$3,000.00. The cost will be absorbed into the budget.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager





# City of Santa Fe Springs

City Council Meeting

March 10, 2016

## **NEW BUSINESS**

High Speed Rail Project – Approve Agreement with California High Speed Rail Authority

### **RECOMMENDATION**

That the City Council take the following actions:

1. Approve Agreement with the California High Speed Rail Authority with a budget amount of \$694,004;
2. Authorize staff to enter into agreements with Koa Consulting and Southstar Engineering & Consulting, Inc. to perform Environmental and Engineering Services;
3. Authorize the City Manager to execute agreements with engineering consultants; and
4. Authorize the Mayor to execute the agreement with California High Speed Rail Authority.

### **BACKGROUND**

The California High Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of a statewide High Speed Train System that will be electric powered, steel wheel on steel rail, which will be capable of reaching speeds of 220 miles per hour. At ultimate build out, the system would extend from Sacramento to San Diego for a distance of about 800 miles, with up to 24 stations. The initial segment from Merced to Fresno is currently under design-build. The other three corridors shown below are in the Environmental / Engineering study phase.

1. Fresno to Bakersfield
2. Los Angeles to Anaheim
3. San Francisco to San Jose

The Authority is currently proposing that the segment from Los Angeles to Anaheim be constructed along the BNSF corridor which passes through the City of Santa Fe Springs. The impacts caused by the proposed alignment have been lessened but there will still be impacts to SFS residents, businesses and infrastructure. The Authority is also looking at the feasibility of placing a High Speed Rail Station in Fullerton or Santa Fe Springs/Norwalk immediately east of the Norwalk/Santa Fe Springs Transportation Center.

The Authority has prepared an Agreement with the City to perform a technical Engineering review of the proposed alignment, identify potential conflicts with the City's transportation infrastructure, and to coordinate communications with the Authority. Staff is recommending that the City retain the services of Southstar



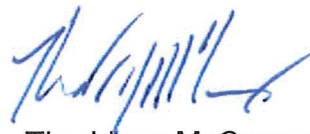
Engineering and Consulting, Inc. (Southstar) and Koa Consulting to perform the identified tasks. The City is requesting a budget of \$694,004 to perform these tasks.

**FISCAL IMPACT**

There is no fiscal impact as the Authority will reimburse the City and its consultants for its time to review the impact of the High Speed Rail Project on the City.

**INFRASTRUCTURE IMPACT**

The alignment of the High Speed Rail will cause impacts to existing infrastructure, specifically at the Norwalk/Santa Fe Springs Transportation Center. In addition, roadways will definitely be affected as well as some private property, residents and businesses. Staff will coordinate with the Authority to try to minimize the impact on SFS businesses and residents.



Thaddeus McCormack  
City Manager

**Attachments:**

1. California High Speed Rail Agreement
2. Koa Consulting Agreement
3. Southstar Engineering & Consulting, Inc. Agreement

## **ATTACHMENTS**

### **CALIFORNIA HIGH SPEED RAIL AGREEMENT**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

Agreement Number

HSR1\_-xx

Registration Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

City of Santa Fe Springs

2. The term of this March 10, 2016 through March 10, 2018 Agreement is:

3. The maximum amount \$694,004.00  
of this Agreement is: Six Hundred Ninety-Four Thousand Four Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

|   |          |
|---|----------|
| Exhibit A – Scope of Work   | 3 pages  |
| Exhibit B – Budget Detail and Payment Provisions                                | 3 pages  |
| Exhibit C – General Terms and Conditions  | 3 pages  |
| Exhibit D – Special Terms and Conditions  | 3 pages  |
| Exhibit E – Supplemental Terms And Conditions For Contracts Using Federal Funds | 10 pages |
| Attachment 1 –Revised Scope of Work and Budget                                  | 6 pages  |

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services  
Use Only

☒ Exempt per: Public Utilities Code Section  
185036



**EXHIBIT A  
SCOPE OF WORK**

**1. BACKGROUND AND PURPOSE**

- A. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (Project). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21<sup>st</sup> century transportation needs.
- B. To facilitate the construction of the high-speed rail system, the Authority requires Contractor to perform the work as described in Section 2 of this Exhibit (Work).
- C. All inquiries regarding this Agreement will be directed to the project representatives identified below:

| <b>AUTHORITY</b>  | <b>CONTRACTOR</b> |
|-------------------|-------------------|
| Contract Manager: | Project Manager:  |
| Address:          | Address:          |
| Phone:            | Phone:            |
| Fax:              | Fax:              |
| Email:            | Email:            |

**2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE**

- A. The Authority shall provide the Contractor a Notice to Proceed for the Work under this Agreement from the Authority's Contract Manager, a proposed alignment, segment number(s) and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment.
- B. Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

|    | <b><u>Task</u></b>                   | <b><u>Description</u></b>   | <b><u>Deliverable</u></b>                                | <b><u>Schedule</u></b>    |
|----|--------------------------------------|---|--|---------------------------|
| 1. | Technical/Engineering Review Support | Staff time to review technical/preliminary engineering documents. | Comments on technical/preliminary engineering documents. | Through December 31, 2017 |
| 2. | Technical/Engineering Review Support | Staff time for identifying conflicts.                             | Report identifying any conflicts.                        | Through December 31, 2017 |
| 3. | Technical/Engineering Review Support | Staff time for coordination with the Authority and its            | Participation in coordination activities.                | Through December 31, 2017 |

**EXHIBIT A**  
**SCOPE OF WORK**

|     | <b><u>Task</u></b>    | <b><u>Description</u></b>   | <b><u>Deliverable</u></b>  | <b><u>Schedule</u></b>  |
|-----|-----------------------|---|--|---|
|     |                       | representatives.  |  |   |
| 4.  | Agreement Development | Staff time for master agreement development.  | Participation in meetings and review of draft contract and other documents.            | Through December 31, 2017   |
| 5.  | Agreement Development | Staff time for task order/utility agreement development template.                     | Participation in meetings and review of draft contract and other documents.            | Through December 31, 2017   |
| 6.  | Agreement Development | Staff time for right-of-way transfer agreement development.                           | Participation in meetings and review of draft contract and other documents.            | Through July 31, 2018   |
| 7.  | Agreement Development | Staff time for grade separation agreement development.                                | Participation in meetings and review of draft contract and other documents.            | Through December 31, 2017   |
| 8.  | Agreement Development | Staff time for ownership and maintenance agreement development.                       | Participation in meetings and review of draft contract and other documents.            | Through July 31, 2018   |
| 9.  | Agreement Development | Attorney time for legal review  | Legal review of documents and meeting with Authority attorneys.                        | Through July 31, 2018   |
| 10. | Agreement Development | Staff and attorney time for preparation of board of directors materials and reports.  | Materials and reports for board of directors.  | Through July 31, 2018   |
| 11. | Right-of-way Support  | Staff time for property rights research.  | Reports detailing property rights.   | December 1, 2017 through expiration or termination of the Agreement |
| 12. | Right-of-way Support  | Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way. | Abandonment, vacation, or legal transfer of right-of-way and supporting documentation. | July 1, 2018 through expiration or termination of the Agreement.    |
| 13. | Right-of-way Support  | Staff and attorney time for preparation of board of directors materials and reports.  | Presentations to board of directors, if any.   | July 1, 2018 through expiration or termination of the Agreement.    |

Contractor staff and attorney time will be reimbursed at the hourly rates set forth in the Budget. Contractor acknowledges that “staff time” does not include time for subcontractors, vendors, and outside counsel. Subcontractor, vendors, and attorney time shall only be reimbursed if specifically included above and in the Budget.

**EXHIBIT A**  
**SCOPE OF WORK**

- C. Additionally, Contractor will be reimbursed the actual costs incurred for (i) audited fringe and overhead rates, if available, and (ii) other direct costs limited to (a) travel; (b) approved subcontractors; and (c) vendors.
- D. Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless at the request of the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through task orders/utility agreements; (v) preliminary and/or final designs, which shall be handled through task orders/utility agreements; (vi) construction, materials, or inspection, which shall be handled through task orders/utility agreement; and (vi) maintenance, which shall be handled through the ownership and maintenance agreement or construction and maintenance agreement, as appropriate.

**3. SCHEDULE OF SERVICES**

Performance of the work described in Section 2 shall commence upon receipt of Notice to Proceed. Unless terminated as provided herein, the Work shall continue until earlier of (i) completion of the Work or (ii) expiration of the term.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. FUNDING REQUIREMENTS**

- A. This Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Work, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

**2. COMPENSATION, INVOICING, AND PAYMENT**

- A. The maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made in advance of services rendered.
- B. Contractor shall not be entitled to payment for work performed prior to receipt of Notice to Proceed from the Authority's Contract Manager. No Work shall begin before that time.

Invoices shall include the Agreement Number, date prepared, and billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), and fringe, overhead and other direct costs. Contractor shall not be paid for claimed costs or expenses not identified on the Attachment 1 –Budget.

- C. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

(1 original and 1 copy)  
Financial Operations Section  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

AND

(1 copy)

Michelle Boehm, Southern California Regional Director  
California High-Speed Rail Authority  
700 N Alameda, Room 3-532  
Los Angeles, CA 90012

- D. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

“I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method.”

- E. Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. The Authority will accept computer generated or electronically transmitted invoices. The date of “invoice receipt” shall be the date the Authority receives the paper copy.
- F. Payments shall be made to the Contractor for undisputed invoices. If the Authority disputes an invoice it shall notify the Contractor within 15 working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice’s validity, deliverables for the billing period have not been received and approved, inaccuracies of the invoice, or does not otherwise comply with the terms of this Agreement.
- G. Positions listed in the Budget, included as Attachment 1, may be changed without an amendment to the Agreement. A request for change must be in writing, on Contractor’s letterhead, and identify the position and rate that is added or removed. There shall be no change in the positions without written approval by the Authority’s Contract Manager.
- H. There shall be no change in the rate of position without prior written approval by the Authority’s Contract Manager. A request for change must be in writing, on Contractor’s letterhead and identify the reason for rate change.

**3. COST PRINCIPLES**

Contractor’s performance shall be governed by and in compliance with the following administrative and cost principles:

- A. If Contractor is governmental entity, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

Agreements to State and Local Governments and OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

- B. If Contractor is a for-profit organization, then Contractor shall comply with Title 49 Code of Federal Regulations, Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 C.F.R. Part 19) and Title 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*
- C. If Contractor is a non-profit organization, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- D. If Contractor is an educational institution, then Contractor shall comply with 49 C.F.R. Part 19 and OMB Circular A-21, Cost Principles for Education Institutions.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

**4. CONTINGENT FEE**

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

**1. GENERAL TERMS AND CONDITIONS**

A. APPROVAL. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. AUDIT. Contractor agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7.)

E. INDEMNIFICATION. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

F. DISPUTES. Contractor shall continue with the responsibilities under this Agreement during any dispute.

G. TERMINATION FOR CAUSE. The Authority may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Authority may proceed with the work in any manner deemed proper by the Authority. All costs to the Authority shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

H. INDEPENDENT CONTRACTOR. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

I. NON-DISCRIMINATION CLAUSE. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. TIMELINESS. Time is of the essence in this Agreement.

K. GOVERNING LAW. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. UNENFORCEABLE PROVISION. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**2. CONTRACTOR CERTIFICATIONS**

A. STATEMENT OF COMPLIANCE. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103.)

B. DRUG-FREE WORKPLACE REQUIREMENTS. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- ii. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS**

4) penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. EARLY TERMINATION**

- A. This Agreement may be terminated at any time by mutual agreement of the parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for the convenience of the Authority.
- C. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

**2. PURCHASE OF EQUIPMENT**

No equipment is approved for purchase.

**3. SUBCONTRACTING**

- A. Upon prior approval of the Authority, Contractor may subcontract a portion of the Work. Attachment 1 –Budget shall identify the rates for any approved subcontractor. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing work. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. Contractor shall be responsible for the any and all acts and omissions of its subcontractors and their employees.
- C. Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor.

**4. OWNERSHIP OF DATA**

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.

- B. All calculations, drawings and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the Project.
- C. The Contractor is not liable for claims, liabilities or losses arising out of, or connected with the modification or misuse by the Authority of any data provided by the Contractor under this Agreement. The Contractor is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**5. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. The Authority and the Contractor agree to protect designated confidential or privileged information intended by the Authority and Contractor to remain so protected, while facilitating the sharing of information as part of both parties' efforts. Use of data files constitutes agreement on the part of the Contractor to maintain confidentiality if exempt under the California Public Records Act, subject to Government Code Section 6254.5(e). Confidential information shall not be shared with third parties without consultation and approval from the Authority.
- C. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- D. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**6. PUBLIC RECORDS; CONFLICTS OF INTEREST**

- A. This Agreement shall not limit nor infringe on either parties duty to comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**7. STOP WORK**

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.

**8. SETTLEMENT OF DISPUTES**

The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**9. HEADINGS**

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

**10. WAIVER**

Failure to enforce any provision of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement.



**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

**1. FEDERAL REQUIREMENTS**

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

**3. FEDERAL PROCUREMENT STANDARDS**

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Contractor's technical specifications and requirements.

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

**4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

**5. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.



**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

**6. SITE VISITS**

The Contractor acknowledges that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

**7. SAFETY OVERSIGHT**

To the extent applicable, the Contractor shall comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

**8. ENVIRONMENTAL PROTECTION**

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water.** The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- C. **Energy Conservation.** The Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities.** The Contractor will not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

- E. **Environmental Protection.** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions.** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

**9. CIVIL RIGHTS**

The following requirements apply to this Agreement:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
  - i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 *et seq.* (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements FRA may issue.
  - ii. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor will refrain from discrimination against present



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and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements FRA may issue.

- iii. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements FRA may issue.

The Contractor will not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also will include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

**10. ARRA FUNDED PROJECT**

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

**11. ENFORCEABILITY**

If the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**12. PROHIBITION ON USE OF ARRA FUNDS**



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**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

Contractor will in accordance with ARRA Section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**13. ACCESS AND INSPECTION OF RECORDS**

- A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
  - i. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
  - ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to Title 49 Code of Federal Regulation Section 18.26(i)(11), Title 49 Code of Federal Regulations Section 19.26, or OMB Circular A-133 Compliance Supplement, (whichever applicable), the Contractor will maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 United States Code Section 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

**14. WHISTLEBLOWER PROTECTION**

Contractor its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- A. Gross mismanagement of a contract relating to ARRA funds;

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

Contractor and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**15. FRAUD AND FALSE CLAIMS ACT**

Contractor shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**16. REPORTING REQUIREMENTS**

Contractor will, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
  - The name of the project or activity;
  - i. A description of the project activity;
  - ii. An evaluation of the completion status of the project or activity; and
  - iii. An estimate of the number of jobs created and/or retained by the project or activity.
- D. For any contracts or subcontracts equal to or greater than \$25,000:
  - i. The name of the entity receiving the contract;
  - ii. The amount of the contract;

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- v. The location of the entity receiving the contract;
- vi. The primary location of the contract, including city, state, congressional district, and county;
- vii. The DUNS number, or name and zip code for the entity headquarters, if known;
- viii. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- ix. The names and total compensation of the five most highly compensated officers of the company if received:
  - 80% or more of its annual gross revenues in Federal awards;
  - \$25,000,000 or more in annual gross revenue from Federal awards and;
  - If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986;

E. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

**17. REPRINTS OF PUBLICATIONS**

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or



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recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

**18. LABOR PROVISIONS**

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (43 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) To the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

**19. LABOR PROTECTIVE ARRANGEMENTS**

The Contractor will comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the Project. The Contractor also will include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

## **Attachment 1 – Revised Scope of Work and Budget**

### **Phase 1 – Technical/Engineering Review Support**

Task 1            Review technical/preliminary engineering documents

Staff time to review technical/preliminary engineering documents.

1. Project Description
  - a. Review, Verification and Confirmation of the Proposed System
  - b. Review Corridor Evaluation Studies
  - c. Perform Station Evaluation Studies
  - d. Review Shared use Corridors/Facilities Impacts
2. Transition from Study to Implementation
  - a. Develop mutually agreeable steps with the CA-HSR Authority
  - b. Identify and take measurable steps towards implementation
  - c. Identify potential early successes to create momentum
  - d. Identify work segments
  - e. Identify and incorporate stakeholders into process
  - f. More than an “infrastructure project” but an economic development and mobility solution
3. Evaluate Potential Environmental Issues
  - a. NEPA Compliance
    1. Evaluate Area of Potential Affect (APE)
    2. Evaluate “off” corridor NEPA Analyses
    3. Prepare environmental analysis plan to identify critical areas/concerns
    4. Coordinate preparation of necessary mitigation measures
  - b. Noise/Vibration
    1. Noise/Vibration Impact Criteria
    2. Characterize Existing Noise/Vibration Exposure
    3. Evaluate Preliminary Noise/Vibration Projection Models
    4. Mitigation Measures – Special Track work/forms
  - c. Visual Impacts and Aesthetics
    1. Comparisons of Alternatives
    2. Regional Aesthetics Setting
    3. Visual and Scenic Policies
  - d. Air Quality
    1. Emissions from Modal Shifts
    2. Localized Carbon Monoxide Emissions
  - e. Hazardous Materials Evaluation
  - f. Socioeconomic factors
  - g. Section 401/404 Permitting
  - h. Plant Species Known or with Potential to Occur Along Alignments
  - i. Wildlife Species with Potential to Occur in the Project Area

## Attachment 1 – Revised Scope of Work and Budget

- j. BNSF Coordination / UPRR Coordination
- k. Economic Development / Land Use
- l. Plan / Utility Research
  - i. Gather Data
  - ii. Identify Conflicts
  - iii. Plan Check
  - iv. Coordination
  - v. Relocation

### 4. Evaluate Engineering Issues

- a. Corridor Evaluations and Alternatives
  - 1. Horizontal Alignments
  - 2. Vertical Alignments
- b. Transportation/Traffic Impacts
  - 1. Impacts on Existing Regional Transportation System
  - 2. Freeway and Highway Travel Interaction/Analysis
  - 3. Improve Local traffic circulation
  - 4. Direct and Indirect Regional Economic Effects of Operation
  - 5. Changes in Regional Mobility
  - 6. Impacts on adjacent major street intersections
  - 7. Impacts to Level of Service on nearby major street intersections
  - 8. Impacts to Bus Routes & Transit Center (Norwalk Transit)
- c. Station Location/Alternative Analysis
  - 1. Evaluate varying Station Location Options
  - 2. Evaluate benefits/impacts
  - 3. Evaluate how CHSR Station connects/impacts to existing Norwalk-Santa Fe Springs Station
  - 4. Evaluate Potential Green Line Extension and Impacts
- d. Parking Requirements Evaluation & Impacts
  - 1. Data Collection
  - 2. Recommendations
  - 3. Onsite vs. Offsite Parking
- e. Public Utilities
  - 1. CPUC Coordination
  - 2. Transmission Lines
  - 3. Misc. Utility Conflicts
- f. SCRRA & Freight Rail Relationships
  - 1. Railroads have to be partners
  - 2. Operational considerations are critical
- g. Constructability Review & Construction Impact Mitigations

#### Deliverables:

Comments on technical/preliminary engineering documents. We will prepare a (CADAA) what is a CADAA report? Spell out acronym. Report summarizing the overall project work, including complete documentation of analysis procedures and results. The report



## **Attachment 1 – Revised Scope of Work and Budget**

will be prepared in accordance with latest criteria and engineering policies, guidelines, and procedures that are applicable. This report will also support the (EIR/EIS) guidelines, Caltrans, FHWA (NEPA) and CEQA guidelines. The following elements shall be included in the CADAA report:

### ***1. Overview***

- Study Description and Area Limits
- Data Collection and Review Process, with findings
- Review, Verification and Confirmation of the Proposed System
- Assist City in determining the “Best Informed Decision” for a preferred alternative
- Draft administrative summary

### ***2. Alternative Analysis***

- Address the Potential for Shared Use of Corridors
- Perform Additional Corridor Evaluation Studies
- Matrix of benefits and deficiencies
- Traffic analysis – A summary shall be included in this section that compares the Level of Service (LOS) analysis, Future Forecasts and Mitigation Analysis
- Land use and value assessment
- Economic Development
- Utility Impacts and Costs to Relocate
- Evaluate impacts adjacent to proposed project
- Property Acquisitions summary
- Cost Analysis
  - Bound assumptions to show best, likely, and worst case scenarios
  - Highlight major risk areas and suggest controls
  - Develop cost for future improvement not considered

### ***3. Transition from Study to Implementation***

- Identify steps towards implementation
- Identify potential early successes to create and maintain project momentum
- Break into achievable work segments (Look at Early Action)
- Develop mutually agreeable steps which benefit all Stakeholders
- Build on existing intermodal initiatives and develop new and expanded versions.

## Attachment 1 – Revised Scope of Work and Budget

### 4. Define Next Steps

- Develop an “infrastructure project” with an economic development and mobility solutions. Highlight opportunities to define program and maximize economic benefit
- Prioritize development strategy around linking hubs of economic activity

#### Task 2 Identifying conflicts

Staff time for identifying conflicts.

##### 1. Conflict Analysis

- a. Evaluate user and non-user benefits
- b. Avoid equating “Benefits” with “Costs”
- c. Methodologies and Assumptions must be proven and acceptable
- d. Set groundwork for Future “Investment Grade” Analyses
- e. Highlight opportunities to maximize local economic benefit
- f. Land use and value assessment
- g. Evaluate impacts around proposed station areas
- h. Property Values and Taxes
  1. Property Acquisitions
  2. Property Taxes
  3. Sales Taxes
- i. Prioritize development strategy around linking hubs of economic activity (Green Line Expansion)
- j. Utilities
- k. Public Safety Impacts & Costs
  1. Street Wear & Tear Costs

Deliverables:

Report identifying Conflicts Analysis.

#### Task 3 Coordination with the Authority and its representatives

Staff time for coordination with the Authority and its representatives.

##### Task (3a) Kick-Off Meeting

A project kick-off meeting, with the City Managers, to identify the goals and objectives of the project; organization and role of the TAC; and define internal & external review process for the project.

## **Attachment 1 – Revised Scope of Work and Budget**

### *Task (1b) CA-HSR TAC- Project Development Team (PDT) Meetings*

Monthly PDT TAC meetings will be held with the CA-HSR & City. The purpose of these meetings will be to review the project status to ensure the objectives, goals and milestones are achieved.

### *Task (1c) City Coordination Meetings*

Achieving the goals and objectives on a project of this magnitude are heavily dependent on building a consensus with the City's staff, to become project advocates. The first step is to develop the planning process which most importantly identifies their role in the process. Recommendations will be made on how to form a project partnership aimed at bringing all advocates together.

The Consultant shall represent the City at ALL Authority functions and meetings regarding the High Speed Rail Project. The Consultant shall inform the City of events, meeting, and discussions prior to attending such event and/or meeting. Consultant shall debrief City of each item discussed, critical issues, constraints, and decisions. Consultant shall not make any decisions of behalf of the City without prior approval first. Quarterly Progress Reports of High Speed Rail discussions, milestones, and goals shall be submitted to the City. Consultant attendance is mandatory to attend all meetings.

Deliverables:

Participation in coordination activities and submittal of Quarterly Progress Reports.

Assume 20 meetings



## **ATTACHMENTS**

### **KOA CONSULTING AGREEMENT**

**CITY OF SANTA FE SPRINGS  
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 10th day of March 2016 by and between the **CITY OF SANTA FE SPRINGS** (CITY), and **Koa Consulting** (CONTRACTOR) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONTRACTOR will provide services (SERVICES) as outlined in "Attachment 1 – Revised Scope of Work and Budget" and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. The term of this Agreement shall commence on March 10, 2016 and end on March 10, 2018, unless the SERVICES are completed sooner or terminated as provided herein.
3. CITY shall compensate CONTRACTOR for the SERVICES at the amount not to exceed a total of **\$242,917.00**. CONTRACTOR shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONTRACTOR.
4. CONTRACTOR hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. CONTRACTOR 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 the 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. CONTRACTOR specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONTRACTOR. Notwithstanding the above, CONTRACTOR hereby specifically waives any claims and/or demands for such benefits.
6. CONTRACTOR 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 CONTRACTOR, whether intentional or negligent, in the performance of this Agreement.
7. CONTRACTOR will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONTRACTOR 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 CONTRACTOR to assure its conformity with this Agreement.
8. CONTRACTOR shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
9. CONTRACTOR 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 CONTRACTOR.
- c. CONTRACTOR shall comply with Workers' Compensation insurance laws of California.

CONTRACTOR 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.

10. 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.

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

Corporation ☐

Sole Proprietor ☐

Partnership ☐

LLC ☐

\_\_\_\_\_  
SSN OR TAX ID#

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511



## **ATTACHMENTS**

**SOUTHSTAR ENGINEERING & CONSULTING, INC. AGREEMENT**

**CITY OF SANTA FE SPRINGS  
SHORT FORM PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 10th day of March 2016 by and between the **CITY OF SANTA FE SPRINGS** (CITY), and **Southstar Engineering and Consulting, Inc.** (CONTRACTOR) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONTRACTOR will provide services (SERVICES) as outlined in "Attachment 1 – Revised Scope of Work and Budget" and shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. The term of this Agreement shall commence on March 10, 2016 and end on March 10, 2018, unless the SERVICES are completed sooner or terminated as provided herein.
3. CITY shall compensate CONTRACTOR for the SERVICES at the amount not to exceed a total of **\$238,794.00**. CONTRACTOR shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONTRACTOR.
4. CONTRACTOR hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. CONTRACTOR 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 the 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. CONTRACTOR specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONTRACTOR. Notwithstanding the above, CONTRACTOR hereby specifically waives any claims and/or demands for such benefits.
6. CONTRACTOR 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 CONTRACTOR, whether intentional or negligent, in the performance of this Agreement.
7. CONTRACTOR will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONTRACTOR 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 CONTRACTOR to assure its conformity with this Agreement.
8. CONTRACTOR shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.
9. CONTRACTOR 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 CONTRACTOR.
- c. CONTRACTOR shall comply with Workers' Compensation insurance laws of California.

CONTRACTOR 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.

10. 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.

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

Corporation ☐

Sole Proprietor ☐

Partnership ☐

LLC ☐

\_\_\_\_\_  
SSN OR TAX ID#

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511





# *City of Santa Fe Springs*

*City Council Meeting*

*March 10, 2016*

## **NEW BUSINESS**

Resolution No.9405 – Ordering the Preparation of the Engineer's Report for FY 2016/17 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

### **RECOMMENDATION**

That the City Council adopt Resolution No. 9405, ordering the preparation of the Engineer's Report for FY 2016/17 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.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager

### **Attachments:**

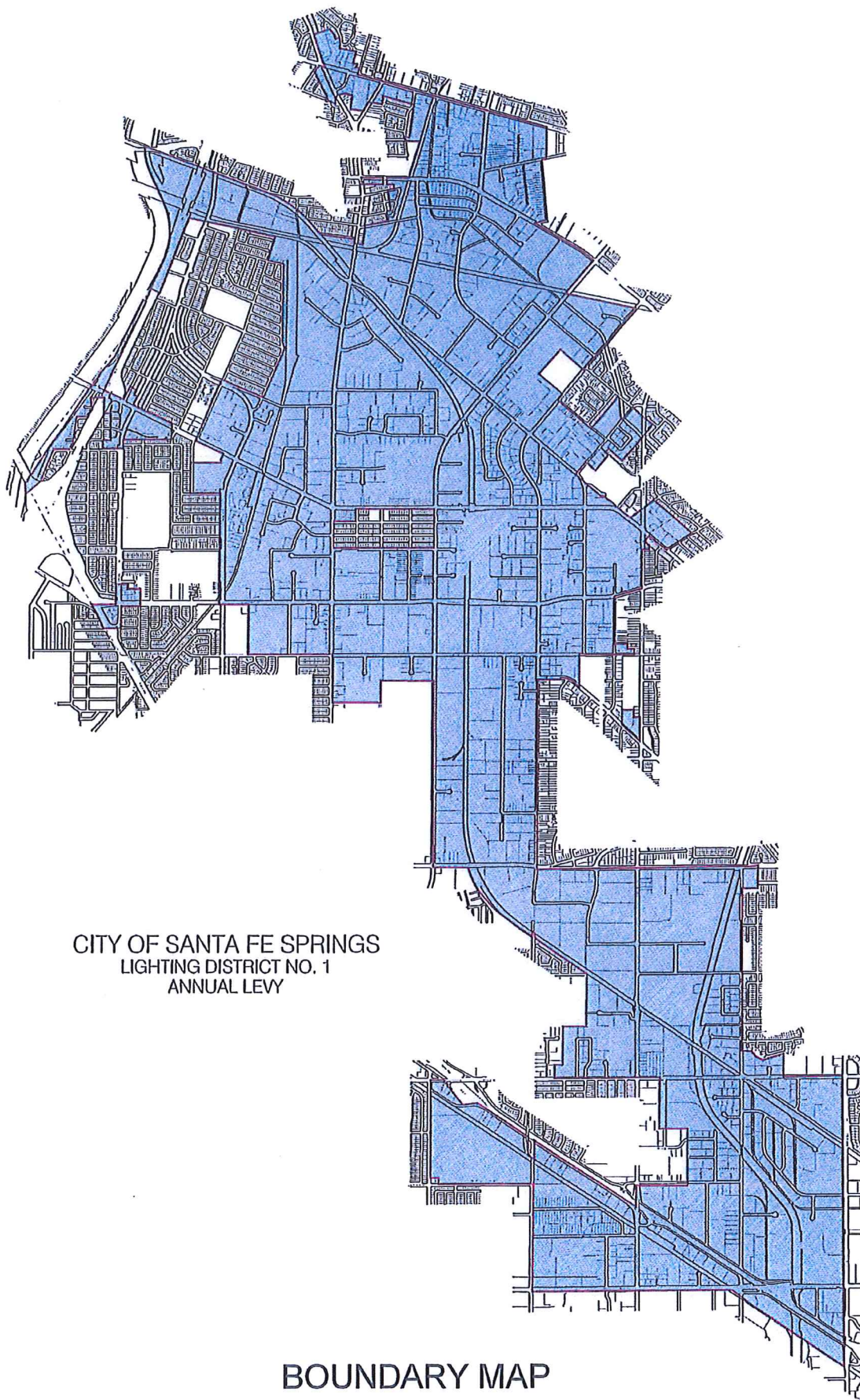
1. Resolution No. 9405
2. Boundary Map

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 4, 2016

**ITEM NO.: 11**







**RESOLUTION NO. 9405**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2016-17 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, 2016 and ending June 30, 2017; 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 10<sup>th</sup> day of March 2016 by the following vote:

AYES:

NOES:

ABSENT:

---

RICHARD J. MOORE, MAYOR

ATTEST:

---

SYLVIA M. BERMUDEZ, CITY CLERK

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 \_\_\_\_\_<sup>th</sup> day of March, 2016 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
RICHARD J. MOORE, MAYOR

ATTEST:

\_\_\_\_\_  
SYLVIA M. BERMUDEZ, CITY CLERK



# *City of Santa Fe Springs*

*City Council Meeting*

*March 10, 2016*

## **NEW BUSINESS**

Resolution No. 9406 – Ordering the Preparation of the Engineer's Report for FY 2016/17 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. 9406, ordering the preparation of the Engineer's Report for FY 2016/17 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:**

1. Resolution No. 9406
2. Boundary Map

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: March 4, 2016

**ITEM NO.: 12**





**RESOLUTION NO. 9406**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FY 2016-17 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, 2016 and ending June 30, 2017; 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 \_\_\_\_\_<sup>th</sup> day of March 2016.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
RICHARD J. MOORE, MAYOR

ATTEST:

\_\_\_\_\_  
SYLVIA M. BERMUDEZ, CITY CLERK

PARCEL MAP NO. 25765

HAWKINS STREET

PALM DR.

NORWALK

TELEGRAPH ROAD

SANTA FE SPRINGS ROAD

ASSESSMENT DISTRICT BOUNDARY LINE, ELY LINE SEC. 6, T. 3 S., R. 11 W., S.B.M.

BOUNDARY LINE, ELY LINE SEC. 6, T. 3 S., R. 11 W., S.B.M.

ASSESSMENT DISTRICT BOUNDARY LINE, ELY LINE SEC. 6, T. 3 S., R. 11 W., S.B.M.

10

P.M.B. 298 / 3-6

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# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

### **NEW BUSINESS**

#### **Farmers Market Service Agreement for 2016**

##### **RECOMMENDATION**

That the City Council approve the Farmers Market Service Agreement between the City of Santa Fe Springs and contractor Jerry Diaz (dba Greenleaf Events Inc.) for the operation of a seasonal Farmers Market located at the Town Center Civic Plaza from April 2016 to September 2016.

##### **BACKGROUND**

In 2013 residents voiced concern over the lack of a centrally located grocery store in the community. In response to this concern, the City brought in a year-round Farmers Market to provide residents a place to purchase some of their grocery needs, in particular fresh fruits and vegetables. The Department of Community Services utilized the services of a Certified Farmers Market Manager to oversee the year-round Farmers Market located at the Town Center Civic Plaza. Although public turnout for the year-round market started out strong, as the year progressed, the market, as operated under the initial market manager, suffered from dwindling attendance as well as other issues, which resulted in the termination of the Service Agreement in December 2015 and a subsequent overall reassessment of the type of Farmers Market that best suits the City (e.g., seasonal vs. year-round, daytime vs. early evening, strictly produce sales vs. inclusion of entertainment and other activities).

Upon terminating the agreement, staff quickly began to research other options for our community. The Department of Community Services met and spoke with several potential market managers, with one of the many experienced Farmers Market managers clearly rising to the top. Jerry Diaz of Greenleaf Events Inc. operates the Monrovia Family Street Fair, the Baldwin Park Farmers Market, and the City of Arcadia Farmers Market amongst many other events. He has over 16 years of experience operating Farmers Markets and City events. He has a team of 8 staff who support the set-up, tear-down, and supervision of markets/events. His Farmers Markets include produce, food areas, children's play zones, commercial and artisan vendors, and entertainment. He is also self-contained and brings his own equipment including, power generators, restroom trailers, lighting, tables & chairs, and canopies for all his vendors. Mr. Diaz also ensures that all vendors have required permits to sell food/items. He has the potential to bring over 150 vendors to our City of Santa Fe Springs Farmers Market.

In looking at the problems with the City's initial Farmers Market, it was felt that the year-round model was unsustainable and contributed to the low turnout. Most Municipal Farmers Markets are seasonal, capitalizing on the fairer weather and



# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

longer days of Spring and Summer. Therefore, we are proposing a seasonal Farmers Market for Santa Fe Springs, which would operate every Wednesday from 5 p.m. to 9 p.m. from April through September. Mr. Diaz will also partner with the Abigail Barraza Foundation to bring theme nights once per month. A Service Agreement has been developed to formalize the partnership between the City and the Farmers Market manager. The Service Agreement outlines the responsibilities of both parties.

The term of the Service Agreement is for two years (April – September 2016 and April – September 2017). Either party may terminate this Agreement upon sixty (60) days with prior written notice.

The Mayor may call upon Maritza Sosa-Nieves, Management Assistant to answer any questions the Council may have regarding the proposed Service Agreement.

### **FISCAL IMPACT:**

The Farmers Market program is funded by the Health & Wellness initiative in the Family and Human Services Division budget. It pays for supplies, contractual services, part-time labor for set up and take down (when necessary), and full-time labor for oversight of the Farmers Market operation.

### **ATTACHMENT:**

Farmers Market Service Agreement

Thaddeus McCormack  
City Manager



## CITY OF SANTA FE SPRINGS FARMERS MARKET SERVICE AGREEMENT

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Santa Fe Springs (CITY), and **Jerry Diaz dba Greenleaf Events Inc.**, (OPERATOR) for the management and operation of the Farmer's Market (the MARKET). The parties do mutually agree as follows:

1. OPERATOR shall perform the "RESPONSIBILITIES" as set forth in this Agreement.
2. All Responsibilities shall be managed by OPERATOR and/or OPERATOR's staff. OPERATOR shall coordinate the performance of such RESPONSIBILITIES in cooperation with and as approved by CITY's Contract Administrator. The Contract Administrator will be the Director of Community Services and/or her designee.

### **I. RESPONSIBILITIES OF THE OPERATOR**

- A. OPERATOR shall manage and operate the MARKET on Wednesday s from 5:00 p.m. until 9:00 p.m. Vendors shall arrive to set up no earlier than 1:00 p.m. and no later than 4:00 p.m. Vendors shall not leave before 9:00 p.m. and shall vacate the property by 11:00 p.m. OPERATOR shall vacate property no later than 11:30 p.m. Options to enhance and/or extend the MARKET hours of operation will be explored and agreed by both parties. The MARKET will only close early or be canceled due to special circumstances such as an Act of Nature (natural disaster, inclement weather, etc.). OPERATOR agrees to notify CITY of any cancellations or early closures. The MARKET will be located in the Town Center Plaza located at 11740 E. Telegraph Rd. (see attached map). MARKET can potentially move to Sculpture Gardens if it outgrows the Town Center Plaza location.
- B. OPERATOR shall serve as onsite MARKET Manager or employ an onsite MARKET Manager to be present during the hours of operation stated herein.
- C. OPERATOR shall provide a set of written rules to CITY for CITY's approval, and shall provide such rules to all vendors operating within the MARKET.
- D. OPERATOR shall ensure compliance with all rules, regulations and laws applicable to the MARKET, including CITY ordinances.
- E. OPERATOR shall obtain Health Department Permits, at its expense, and shall maintain, all required permits and licenses necessary for operations of the MARKET, including State and County permits.
- F. OPERATOR require all vendors at the MARKET to maintain all necessary permits and licenses; vendors will not be required to obtain CITY business licenses or submit any information to CITY.
- G. OPERATOR shall supervise, recruit and select vendors, producers or certified producers for participation in the MARKET so as to ensure diversity of products and an adequate number of quality vendors. OPERATOR shall be permitted to allow vendors to sell non-farmed goods provided they are not located in an area designated as a Certified Farmer's MARKET as defined by state regulations. (Non-farmed goods include prepared and prepackaged and retail items.) Any vendors other than certified farmers must be approved in advance by the County Health Department and CITY. CITY shall be notified on a monthly basis regarding changes in the MARKET vendors.



- H. OPERATOR shall partner with Abigail Barraza Foundation to provide theme nights at minimum once per month for duration of the MARKET. Theme nights will be agreed by CITY and OPERATOR and to include Abigail Barraza Foundation.
- I. OPERATOR shall complete application process to be authorized to accept Supplemental Nutrition Assistance Program benefits at the MARKET. Once approved, OPERATOR must obtain necessary equipment to administer EBT transactions on site.
- J. OPERATOR shall:
  - 1. Assure the proper set up and removal of signage, cones, barricades, tables, chairs, canopies, and lighting equipment. OPERATOR shall be responsible for all set up and take down of vendor displays booths, and signs at the end of the MARKET.
  - 2. Clean up and remove all trash from the area impacted by the MARKET.
  - 3. Enforce MARKET rules, health and safety regulations and laws. OPERATOR shall make certain that the MARKET is conducted in a safe manner.
  - 4. Collect fees, as designated by OPERATOR, and issue receipts.
  - 5. Assign vendor spaces.
  - 6. Ensure parking plan for vendors' vehicles.
  - 7. Provide and remove compartment sinks and other such facilities in compliance with the LA County Health Department (if applicable).
  - 8. Handle MARKET emergencies.
- K. OPERATOR shall attend monthly meetings, day and time to be agreed between CITY and OPERATOR and/or on the request with CITY staff, City Council or other groups regarding the operation of the MARKET as deemed necessary.
- L. OPERATOR shall recommend and implement publicity and advertising campaign to promote the MARKET within guidelines and in accordance with regulations established by CITY. Any MARKET signage located on Public Right of Way shall be approved by CITY.
- M. OPERATOR shall immediately notify CITY's Contract Administrator of all communication received from the State or County, or other governmental notices received by OPERATOR, and any citizen complaints related to the operation of the MARKET.

## **II. RESPONSIBILITIES OF CITY**

- A. CITY will be responsible for working with OPERATOR in all aspects related to marketing and publicity of the MARKET.
- B. CITY will monitor OPERATOR to ensure the duties and responsibilities set forth in this contract are adhered to by OPERATOR.
- C. CITY shall assign the Community Services Department to assist in the monitoring of the MARKET and communicate with OPERATOR.
- D. Allow access to public restrooms
- E. Additional canopies and equipment will be provided by CITY for special demonstrations, presentations, and entertainments, if necessary.
- F. Ensure parking plan for participants of the MARKET.
- G. CITY shall authorize the location of the MARKET at the Town Hall Plaza.
- H. CITY shall provide a Police Services and Fire Department(s) approved parking plan for the MARKET (if Applicable).
- I. Identify the type and location of barricades used to secure the MARKET (if applicable).
- J. CITY will notify OPERATOR of any holiday scheduling changes three months prior to the holiday.

- K. CITY reserves the right to cancel the event as necessary but will communicate to OPERATOR prior.
- L. CITY shall authorize parking space for the MARKET at NEED locations.
- M. CITY shall communicate community concerns to OPERATOR.
- N. CITY reserves the right to cancel or close early the MARKET for emergencies or other community events.

### **III. INDEPENDENT OPERATOR**

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

### **IV. CONFIDENTIALITY**

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

### **V. STANDARD OF CARE**

- a. OPERATOR, in performing all services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of OPERATOR'S trade or profession currently practicing under similar conditions and in similar locations. OPERATOR shall take all special precautions necessary to protect OPERATOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- b. The MARKET shall be operated in accordance with the service level standards necessary to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of CITY'S facilities as deemed appropriate by CITY. Such standards may be modified from time to time as deemed necessary by CITY.
- c. OPERATOR shall employ sufficient personnel to perform all work as described in this Agreement.
- d. OPERATOR shall furnish all labor, equipment and required materials needed to maintain all contracted areas to a level acceptable to CITY. All materials are subject to CITY approval.
- e. OPERATOR shall provide all necessary vehicles for transportation and related duties. OPERATOR shall make arrangements with CITY for back-up equipment in the event primary equipment becomes inoperable to assure that all work activities are completed as scheduled.



- f. OPERATOR warrants to 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 OPERATOR's professional performance or the furnishing of materials or services relating thereto.

#### **VI. REPRESENTATIONS AND WARRANTIES**

OPERATOR shall make no representations, warranties, or commitments binding CITY without CITY's prior consent.

#### **VII. NONDISCRIMINATION AND HARASSMENT**

- a. OPERATOR 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 OPERATOR shall take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The OPERATOR 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.
- b. OPERATOR shall comply with the CITY's Harassment Policy. The CITY prohibits any and all harassment in any form.

#### **VIII. INDEMNIFICATION AND HOLD HARMLESS**

OPERATOR shall defend, indemnify, and hold harmless CITY, 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 negligent or willful acts or omissions in the performance of this Agreement, by OPERATOR, or anyone acting under OPERATOR's direction or control or on OPERATOR'S behalf.

#### **IX. INSURANCE**

OPERATOR shall submit to CITY the required insurance certificates for OPERATOR and all sub-consultants or sub-contractors.

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

- A. Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident. OPERATOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, OPERATOR shall require any and every sub-contractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the sub-contractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by OPERATOR for CITY.
- B. Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.



- C. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- D. Endorsements. All liability insurance policies shall be issued by insurers possessing a Best's rating of no less than A-VII. OPERATOR agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. OPERATOR also agrees to require all contractors, and sub-contractors to do likewise.
- E. All coverage shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- F. OPERATOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY.
- G. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all sub-contractors to do likewise. A Waiver of Subrogation Endorsement in favor of CITY is required.
- H. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
- I. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- J. OPERATOR agrees to provide immediate notice to CITY of any claim or loss against OPERATOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- K. CITY may include such amounts as damages in any action against OPERATOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- L. Certificates of Insurance. OPERATOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement. OPERATOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

- M. Failure to Procure Insurance. Failure on the part of OPERATOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement immediately upon giving written notice to OPERATOR.

**X. LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees. For purposes of determining who is to be considered the prevailing party, it is stipulated that attorneys' 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.

**XI. MEDIATION**

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 litigation.

**XII. NOTICES**

Notices, demands and communications shall be delivered as follows:

If to CITY:

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

If to OPERATOR:

Jerry Diaz, Greenleaf Events Inc.  
501 W. Foothill Blvd. Suite A  
Monrovia, CA 91016  
P: (626) 386-5306  
M: (626) 343-8690  
F: (626) 386-5307

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or delivery by a bonafide mail service and shall be deemed communicated as of the date of receipt.
- B. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

**IXV. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**

During the term of this Agreement, OPERATOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of CITY. OPERATOR also agrees not to specify any product, treatment, process or material for the service in which OPERATOR has a material financial interest, either direct or indirect, without first notifying CITY of that fact. OPERATOR shall at all times comply with the terms of the Political Reform Act and CITY'S Conflict



of Interest Code. OPERATOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before CITY in which OPERATOR has a financial interest as defined in Government Code Section 87103. OPERATOR 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 CITY.

**XV. TERM AND TERMINATION OF AGREEMENT; MISCELLANEOUS PROVISIONS**

- a) The term of this Agreement shall be for two (2) years, from April 1, 2016 through September 30, 2016, and from April 1, 2017 through September 30, 2017, inclusive. CITY may renew this AGREEMENT every two years; provided that OPERATOR operates the MARKET in conformance with all and regulations applicable thereto.
- b) Notwithstanding such term, either party may terminate this Agreement upon sixty (60) days with prior written notice, without cause, or upon 10 days prior written notice, for material cause.
- c) Any amendments or changes in the scope of work as outlined above must be communicated in writing and must be agreed to by both Parties. Revisions must include revised scope of work deadlines, compensation. Both Parties agree to fulfill revised Agreement terms and deliverables as stated in the Agreement.
- d) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- e) Assignment. Nothing in this Agreement shall be construed to permit the assignment by OPERATOR of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of CITY.
- f) Governing Law, Severability. This Agreement shall be governed by the laws of the State of California.
- g) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

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

OPERATOR

By \_\_\_\_\_  
Jerry Diaz

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

CITY OF SANTA FE SPRINGS

By \_\_\_\_\_  
Richard J. Moore  
Mayor

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





## **NEW BUSINESS**

Authorize Payment to Silver Lake Conservation, LLC. for the Restoration of the Heritage Arts in Public Places Eternal Springs Art Piece

### **RECOMMENDATION**

That the City Council authorize payment of \$890.00 not to exceed \$1,000.00 to Silver Lake Conservation, LLC., for the restoration of the Eternal Springs art piece located at 12009 Telegraph Road, Santa Fe Springs.

### **BACKGROUND**

The Heritage Arts Advisory Committee (HAAC) in consultation with experts in the field are working collectively to facilitate maintenance and conservation of public art in the City of Santa Fe Springs resulting from the Heritage Art in Public Places (HAPP) Program. Routine maintenance must be performed by qualified, trained personnel and if extraordinary maintenance is required, the artist or a qualified conservator must be retained to repair the artwork.

Over the years, many of the City's art pieces both privately and City-owned are in significant need of maintenance and/or restoration. In August 2015, the City contracted Margaret Hammond, Art Consultant to continue to assess and identify those art pieces that required immediate attention as well as work with the private owners to begin to maintain the art in public places. As a result, three art pieces were identified that required urgent attention and restoration. The three (3) art pieces are: 1) Completed Abstraction; 2) Synergy; and 3) Eternal Springs which are all privately owned.

The Consultant and staff have been working to rebuild relationships with these companies as over the years, many new property owners or employees are unaware of their responsibility for maintaining and conserving the art pieces on their property. Through the relationship building and ongoing discussions, both the Completed Abstraction and Synergy property owners have agreed or have already maintained their art pieces. However, the Sun Lee Corporation current owner of the Eternal Springs art piece has requested that the City pay half of the restoration cost. The Eternal Springs art piece was installed in the year 2000. At that time both the property owner and maintenance agreement were recorded with the Enlight Corporation.



According to the most recent property detailed report Enlight Corporation sold the property in 2004. Sun Lee Corporation was unaware of their obligation of maintaining the art piece maintenance, therefore requested the assistance to pay half the cost. The total cost for the restoration is \$1,780.00. The City's share of cost is \$890.00. This would be a one-time assistance. The HAAC would then implement a new maintenance agreement for Sun Lee Corporation's future maintenance and restoration of their art piece.

On January 26, 2016, the HAAC approved and recommended that they enter into an agreement with Silver Lake Conservation, LLC to restore the Eternal Springs art piece owned by Sun Lee Company, and to share the restoration cost of \$1,780.00 in the amount of \$890.00 not to exceed \$1,000.00 from the Art in Public Places Program Fund. The Mayor may call upon Ed Ramirez, Executive Secretary for the HAAC, to answer any questions the Council may have regarding this project.

**FISCAL IMPACT**

This project will be funded through the Art in Public Places Program Fund in the Amount of \$890.00 not to exceed \$1000.00.

**INFRASTRUCTURE IMPACT**

This project supports the conservation of Art in Public Places.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager





### **NEW BUSINESS**

#### Review of the City's Fourth of July Celebration Event

#### **RECOMMENDATION**

That the City Council move the date of the Fourth of July Celebration event from July 4, 2016 to July 3, 2016

#### **BACKGROUND**

The City has received feedback from the community regarding excessive use of fireworks this past Fourth of July. Community members voiced their concerns over the amount of illegal fireworks use throughout the City on July 4<sup>th</sup>. This feedback has been relayed directly to staff, council members and at City Council meetings after the event. Due to the concerns raised by the community, the City has explored options to address those issues.

On July 4, 2015 Police Services and Whittier PD were only able to hand out two citations. In order to give a citation, the officer must see the perpetrator actually light the illegal firework which makes enforcement more difficult. In addition it takes some time to process the citation, search and remove the illegal fireworks after the citation has been given.

On July 4, 2015 there was also a fire that was started due to the use of illegal fireworks. On Pioneer, north of Telegraph a palm tree caught on fire due to an illegal firework and then spread to an adjacent garage.

These issues were raised with Police Services and one of the limiting factors in their ability to cite violators on the Fourth of July is the amount of personnel resources that are dedicated to the City's Fourth of July event. Due to the City's Fourth of July event, a large portion of their staff resources are dedicated to assist and provide security at the event. This means there are less patrolling officers that can witness and cite any people that may be setting off illegal fireworks.

An option to allow for more police staff resources to be available to patrol the city and look for violators is to move the City's event to July 3 instead of having the event on the Fourth of July. This would allow Police Services to allocate more personnel resources on the day of the 4<sup>th</sup> in order to cite violators of the fireworks ordinance.





# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

The Parks and Recreation Advisory Committee discussed these issues at their meeting on Wednesday, March 2, 2016. During their discussion, the Committee came to a consensus and voted to make a recommendation to the City council to move the Fourth of July Celebration to July 3, 2016. The Mayor may call upon Adam Matsumoto, Executive Secretary for the Parks and Recreation Advisory Committee, to answer any questions the Council may have.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager



## **NEW BUSINESS**

### FY 2015-16 Midyear Budget Review and Modifications

#### **RECOMMENDATION**

That the City Council approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

#### **BACKGROUND**

Annually, the midyear budget review process presents an opportunity to adjust forecasted revenues, appropriation amounts, and budget assumptions based on fiscal year-to-date actual information. In recent years this process has "normalized" as the City's fiscal environment has stabilized. The number and magnitude of necessary adjustments has diminished significantly. Organizationally, there is still an ongoing assessment to determine the right level and mix of resources necessary to meet the needs of the community.

Following is more detailed information regarding the estimated revenue and expenditure amounts for the City's largest funds, the General and Water Utility Funds:

#### **General Fund**

It is anticipated that the General Fund will end the year with a deficit of \$594,500. This is in contrast to the \$186,100 surplus estimated in the Adopted Budget (See Attachment A). The reason for the unfavorable change is the anticipated decrease in revenues for the year.

#### ***Revenues (See Attachments A and B)***

The Adopted Budget projected total General Fund revenues to be about \$45.5 million (not including Applied Revenues). The revised midyear budget forecast is \$44.6 million, or about \$900,000 less than originally estimated. The cause is largely a \$1.2 million decrease in anticipated sales tax revenue, offset by projected growth in franchise tax (\$160,000) and property transfer tax (\$155,000) revenues. While there is appropriate concern for the decrease in projected revenues, it is important to note that it is only a 2% variance from the original \$45.5 million budget.

#### ***Expenditures (See Attachments A and C)***

Total budgeted expenditures or uses, approved in July 2015, were approximately \$45.3 million. The revised amount is \$134,400 less than the Approved Budget, largely the result of higher than anticipated applied revenues from the Public Works Department (more building development activity) and an increase in our State Child Care reimbursement revenues. They were offset by relatively small expenditure increases in various departments as reflected in Attachment C.





In the Non-Recurring Expenditure component of the budget there is one \$10,000 budget adjustment related to the purchase of smoke alarms distributed to community members as part of Fire Prevention Week.

**Water Utility Fund**

Indicative of the volatile water environment throughout the region, there are a number of recommended budget changes for the Water Utility Fund. If the recommended changes are incorporated, a \$40,300 budgeted deficit is anticipated.

**Revenues (See Attachments A and B)**

The Adopted Budget projected revenues to be about \$12.3 million. The revised midyear budget forecast is \$11.2 million, or about \$1.1 million less than originally estimated. This is due to a decrease in water sales. While this had been anticipated as water conservation measures were implemented, revenue figures indicate even lower water sales than originally anticipated.

**Expenditures (See Attachments A and C)**

The adopted budgeted included expenditures and "set aside" amounts totaling approximately \$13.5 million. The revised amount is \$2.25 million less than the Approved Budget. This is the result of newly anticipated savings of \$800,000 in water purchased from the Metropolitan Water District (MWD) due to greater conservation efforts and temporarily suspending "set aside" amounts for CIPs (\$1.2 million) and equipment replacement (\$250,000).

As you are aware, Staff is currently working with a Council Subcommittee in assessing the City's water rate structure and consideration of necessary changes going forward. Future recommendations from the Subcommittee will be presented to the Council for consideration, including budgetary impact.

**FUTURE OUTLOOK CONCERNS**

As discussed on previous occasions, there are items of concern when looking to meet the organization's ongoing needs. The most significant is the growth in CalPERS' pension contribution rates for all full-time personnel. While all full-time employees now pay all of the employee equivalent contribution rates (Safety 9% and Miscellaneous 8%), employer rates are likely to continue increasing significantly through 2020. There are a number of reasons for this including a smaller City workforce, CalPERS investment losses, a lower investment discount rate, and adopted changes in mortality assumptions.





**City of Santa Fe Springs**  
**City Council Meeting**

**March 10, 2016**

**PREPARING FOR FY 2016-17 and FY 2017-18**

As has been discussed, Staff will soon begin preparing the FY 2016-17 and FY 2017-18 Two-Year Proposed Budget with a long-term outlook in mind. This allows the City to focus on the decisions necessary to keep the City financially sound in consideration of a multi-year plan. For both the General and Water Funds it is anticipated that the structural and operational changes implemented over the last several years will better position the City well into the future. Nevertheless, Staff will continue exploring a variety of options to better serve the community.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager

**Attachments:**

- A – FY 2015-16 Midyear Budget Review Summary
- B – FY 2015-16 Midyear Budget Review Revenue Adjustments
- C – FY 2015-16 Midyear Budget Review Operating Expenditure Adjustments

## Attachment A

FY 2015-16 Midyear Budget Review  
Summary

## General Fund

|                            | Approved<br>Budget | Midyear<br>Budget   | Change<br>Favorable / (Unfavorable) |                |
|----------------------------|--------------------|---------------------|-------------------------------------|----------------|
|                            |                    |                     | \$                                  | %              |
| Revenues                   | 45,514,000         | 44,599,000          | (915,000)                           | -2.0%          |
| Expenditures               |                    |                     |                                     |                |
| Department                 | 42,769,900         | 42,625,500          | 144,400                             | 0.3%           |
| Non-Recurring              | 137,000            | 147,000             | (10,000)                            | 7.30%          |
| Interfund Transfers        | 21,000             | 21,000              | -                                   | 0.0%           |
| CIPs *                     | 2,400,000          | 2,400,000           | -                                   | 0.0%           |
|                            | 45,327,900         | 45,193,500          | 134,400                             | 0.3%           |
| <b>Surplus / (Deficit)</b> | <b>\$ 186,100</b>  | <b>\$ (594,500)</b> | <b>\$ (780,600)</b>                 | <b>-419.5%</b> |

\*Only \$2.4 million of the annual \$2.8 million is budgeted as \$400,000 was "pre-desposited" in FY 2013-14.

## Water Fund

|                            | Approved<br>Budget    | Midyear<br>Budget  | Change<br>Favorable / (Unfavorable) |               |
|----------------------------|-----------------------|--------------------|-------------------------------------|---------------|
|                            |                       |                    | \$                                  | %             |
| Revenues                   | 12,300,000            | 11,245,300         | (1,054,700)                         | -8.6%         |
| Expenditures               |                       |                    |                                     |               |
| Department                 | 10,892,500            | 10,092,500         | (800,000)                           | -7.3%         |
| Equipment Repl.            | 250,000               | -                  | (250,000)                           | -100.0%       |
| Interfund Transfers        | 1,193,100             | 1,193,100          | -                                   | 0.0%          |
| CIPs                       | 1,200,000             | -                  | (1,200,000)                         | -100.0%       |
|                            | 13,535,600            | 11,285,600         | (2,250,000)                         | -16.6%        |
| <b>Surplus / (Deficit)</b> | <b>\$ (1,235,600)</b> | <b>\$ (40,300)</b> | <b>\$ 1,195,300</b>                 | <b>-96.7%</b> |

## Attachment B

**FY 2015-16 Midyear Budget Review**  
**Revenue Adjustments**

| Account Number      | Revenue Source                     | Actual<br>FY 2014-15 | Approved<br>Budget<br>FY 2015-16 | Midyear<br>Budget<br>FY 2015-16 | Midyear vs. Approved<br>Budget |              |
|---------------------|------------------------------------|----------------------|----------------------------------|---------------------------------|--------------------------------|--------------|
|                     |                                    |                      |                                  |                                 | \$                             | %            |
| <b>General Fund</b> |                                    |                      |                                  |                                 |                                |              |
|                     | <u>Taxes</u>                       |                      |                                  |                                 |                                |              |
| 0110                | Property                           | \$ 2,473,850         | \$ 2,397,000                     | \$ 2,450,000                    | \$ 53,000                      | 2.2%         |
| 0145                | Property - Pass Thru to City       | 1,486,902            | 930,000                          | 780,000                         | (150,000)                      | -16.1%       |
| 0155                | Utility User's Tax (UUT)           | 6,836,360            | 6,750,000                        | 6,785,000                       | 35,000                         | 0.5%         |
| 0160                | Sales & Use                        | 26,432,547           | 27,433,000                       | 26,200,000                      | (1,233,000)                    | -4.5%        |
| 0165                | Transient Occupancy                | 144,382              | 120,000                          | 150,000                         | 30,000                         | 25.0%        |
| 0170                | Franchise                          | 2,835,616            | 2,725,000                        | 2,885,000                       | 160,000                        | 5.9%         |
| 0175                | Business Operations                | 780,747              | 760,000                          | 780,000                         | 20,000                         | 2.6%         |
| 0180                | Property Transfer                  | 141,584              | 127,000                          | 282,000                         | 155,000                        | 122.0%       |
| 0185                | Oil Well                           | 154,560              | 154,000                          | 154,000                         | -                              | 0.0%         |
| 0186                | Barrel                             | 423,121              | 420,000                          | 373,000                         | (47,000)                       | -11.2%       |
|                     | Subtotal                           | 41,709,669           | 41,816,000                       | 40,839,000                      | (977,000)                      | -2.3%        |
|                     | <u>Use of Money &amp; Property</u> |                      |                                  |                                 |                                |              |
| 0410                | Interest Earnings                  | 87,303               | 55,000                           | 120,000                         | 65,000                         | 118.2%       |
| 0420                | Rentals                            | 97,017               | 114,000                          | 114,000                         | -                              | 0.0%         |
| 0430                | Ground Lease                       | 688,932              | 710,000                          | 710,000                         | -                              | 0.0%         |
|                     | Subtotal                           | 873,252              | 879,000                          | 944,000                         | 65,000                         | 7.4%         |
|                     | <u>State Subventions</u>           |                      |                                  |                                 |                                |              |
| 0530                | Vehicle In Lieu Taxes              | 1,686,499            | 1,719,000                        | 1,716,000                       | (3,000)                        | -0.2%        |
|                     | Subtotal                           | 1,686,499            | 1,719,000                        | 1,716,000                       | (3,000)                        | -0.2%        |
|                     | <u>Other</u>                       |                      |                                  |                                 |                                |              |
| 0660                | Other                              | 347,072              | 100,000                          | 100,000                         | -                              | 0.0%         |
| 0850                | Water Utility Lease Payment        | 1,000,000            | 1,000,000                        | 1,000,000                       | -                              | 0.0%         |
|                     | Subtotal                           | 1,347,072            | 1,100,000                        | 1,100,000                       | -                              | 0.0%         |
|                     | <b>Total General Fund</b>          | <b>\$ 45,616,492</b> | <b>\$ 45,514,000</b>             | <b>\$ 44,599,000</b>            | <b>\$ (915,000)</b>            | <b>-2.0%</b> |
| <b>Water Fund</b>   |                                    |                      |                                  |                                 |                                |              |
| 0610                | Metered Water Sales                | 12,256,142           | 12,286,800                       | 11,225,300                      | (1,061,500)                    | -8.6%        |
| 0410                | Interest Earnings                  | 15,846               | 13,000                           | 16,000                          | 3,000                          | 23.1%        |
| 0630                | Connection Fees                    | 6,500                | -                                | 3,800                           | 3,800                          | N/A          |
| 0660                | Other                              | 170,339              | 100                              | 100                             | -                              | 0.0%         |
| 0420                | Rentals                            | 160                  | 100                              | 100                             | -                              | 0.0%         |
|                     | <b>Total Water Utility Fund</b>    | <b>\$ 12,448,987</b> | <b>\$ 12,300,000</b>             | <b>\$ 11,245,300</b>            | <b>\$ (1,054,700)</b>          | <b>-8.6%</b> |



## Attachment C

FY 2015-16 Midyear Budget Review  
Expenditure AdjustmentsBudget Adjustment  
Expenditure  
Increase/(Decrease)

Description

**General Fund****Operating/Departmental Expenditures**

|   |           |
|---|-----------|
| Community Promotion - Fashion Friday, Breast Cancer Awareness Street Ribbons, Certificate Holders | \$ 30,000 |
| Public Works - Increased Development (Applied Rev. Increase)                                      | (150,000) |
| Public Works - Street Light Inventory   | 25,600    |
| Com Svcs - Increase in Child Care Reimbursement   | (50,000)  |

|  |              |
|--|--------------|
| Total Department Expenditure Adjustments | \$ (144,400) |
|--|--------------|

**Non-Recurring Expenditures**

|  |        |
|--|--------|
| Fire - Purchase of Smoke Alarms (for Fire Prevention Week) | 10,000 |
|--|--------|

|   |        |
|---|--------|
| Total Non-Recurring Expenditure Adjustments | 10,000 |
|---|--------|

|   |                     |
|---|---------------------|
| <b>General Fund - Total Expenditure Adjustments</b> | <b>\$ (134,400)</b> |
|---|---------------------|

**Water Fund****Operating/Departmental Expenditures**

|  |              |
|--|--------------|
| Water MWD Purchases - Decrease in Water Purchased        | \$ (800,000) |
| Equipment Replacement Set Aside - Suspend This Year      | (1,200,000)  |
| Capital Imp. Project (CIP) Set Aside - Suspend This Year | (250,000)    |

|  |                       |
|--|-----------------------|
| <b>Water - Total Expenditure Adjustments</b> | <b>\$ (2,250,000)</b> |
|--|-----------------------|



# City of Santa Fe Springs

City Council Meeting

March 10, 2016

## PRESENTATION

Presentation of the Library Services Division's New Website

### RECOMMENDATION

The Mayor may wish to call upon Joyce Ryan, Library Services Division Director, to assist with this presentation.

### BACKGROUND

The Santa Fe Springs City Library has long been one of the most utilized sites on the City's website. In addition, the Library leads the way in providing electronic services and resources to the community's residents. In February 2015, the Friends of the Library saw the possibilities in transforming the Library's website, enabling it to become a "sub-site" of the City's website. The Friends of the Library funded the project which cost \$6,500.00. Staff worked with Civica, looked at over 60 library sites, and spoke with patrons about their needs to create an exciting, easily navigated site that showcases many of the resources our residents rely on.

The new Library sub-site includes the following enhancements:

- Library catalog search is now available on the front page of the website. This allows patrons to search immediately from the site.
- The Library's social media sites are clearly visible within the catalog box.
- A new book marquee allows the Library to showcase new and exciting collection additions. When a patron clicks on a book, the catalog record is shown.
- A new "Local History" button showcases the history of our community. Archival Ware has been linked to this page to enable residents to explore historical photographs.
- A "Downloads & Streaming" button that takes readers and viewers right to the site of their favorite downloadables. This page includes video tutorials, app information and tips on how to get started on our downloadable magazines, ebooks, audio, and films.
- A new Teens Page that showcases a page dedicated to teen creativity – teens can send in their writing, reviews, poetry and staff can review and post it on the site.
- A fresh Children's page featuring a section for Books & Reading to encourage parents to read to their children.

  
Thaddeus McCormack  
City Manager



# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

### **PRESENTATION**

#### Presentation to Milestone Event Celebrants

#### **RECOMMENDATION:**

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

### **BACKGROUND**

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

- Abigail Gutierrez – Newborn
- Casimira Lucero – 100<sup>th</sup> Birthday
- Vincenta Montalvo – 80<sup>th</sup> Birthday

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager

#### **Attachment(s):**

None

Report Submitted By: Julie Herrera  
City Manager's Office

Date of Report: March 4, 2016

**ITEM NO. 21b**





# *City of Santa Fe Springs*

*City Council Meeting*

*March 10, 2016*

## **PRESENTATION**

Recognition of T.E.E.N.S Participant Onesimo Sanchez for Outstanding Participation in Boys and Girls Club of Whittier – Santa Fe Springs College Bound Program

## **RECOMMENDATION**

That the City Council recognize Santa Fe Springs Youth Onesimo Sanchez for his outstanding participation in the Boys and Girls Club of Whittier/Santa Fe Springs College Bound Program.

## **BACKGROUND**

At the beginning of the 2015-2016 school year, the City of Santa Fe Springs T.E.E.N.S (Teens Engaged & Empowered in Neighborhood Service) Program entered into a partnership with the Boys and Girls Club of Whittier offering high school aged youth a resource designed to assist and guide students through the college preparation process and/or military service. Students participating in the program are counseled on appropriate high school and college prep curriculum choices, testing protocols, receive information on the Cal Grant program, as well as other financial aid opportunities, and SAT preparation. Furthermore, the program offers an intensive case management approach which provides daily tutoring and the opportunity to participate in weekly workshops and experience a variety of college campuses through tours and classroom audits.

On February 4, 2016, the Boys & Girls Club of Whittier hosted its annual Youth of the Year Celebration at the Ruth B. Shannon Center at Whittier College. At the celebration, the Boys and Girls Club of Whittier honored and celebrated the Club's most inspiring teens and their incredible stories. Youth from each of their sites, which included Santa Fe Springs were recognized for their outstanding achievements and participation in the College Bound Program.

The Youth of the Year event celebration is the Boys & Girls Club of Whittier's premier youth recognition program, which brings awareness, hope and opportunity to the most deserving and inspiring young people of our communities.

This year the Boys and Girls Club had four nominees who were selected by a panel of judges. Their stories of outstanding leadership, service, academic excellence and dedication to living a healthy lifestyle during event were shared. The winner from the



## *City of Santa Fe Springs*

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four nominees then continues to spread their message of leadership, success, and inspiration as he/she competes at the regional level. Winners from the regional competition compete at the state level and then finally at the national level, where they will travel to Washington D.C. and meet the President of the United States.

Although the City of Santa Fe Springs T.E.E.N.S program did not have a participant compete in this year's event because of the Boys and Girls Club two year membership requirement, Onesimo Sanchez was recognized as an outstanding member of the Santa Fe Springs College Bound Program.

The Mayor may wish to call upon Ed Ramirez, Family & Human Services Manager to assist with the presentation.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack  
City Manager



# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

### **PRESENTATION**

Recognition of Girl Scouts Troop #14264 and Home Depot

### **RECOMMENDATION**

That the City Council recognize Girl Scouts Troop #14264 and Home Depot for their contribution of seven (7) birdhouses to the City's Community Garden.

### **BACKGROUND**

The City of Santa Fe Springs was contacted by local Girl Scout Troop Leader, Sandra Gomez, about a potential Bronze Award project partnership. Girl Scout Troop #14264 was interested in building birdhouses and installing them at the Santa Fe Springs Community Garden, adjacent to the Aquatic Center and Clarke Estate.

Staff reached out to the Community Gardeners to gain their feedback on the project and they were in support of the installation of birdhouses at the Community Garden.

Staff initially met with Troop Leader Sandra Gomez in December 2015 to walk the site and identify possible locations for the birdhouses. Based on the walkthrough, two locations were identified for birdhouse installations, the south portion of the garden near the picnic tables and the west end of the garden near the Clarke Estate. These two locations were chosen as they provided the most amount of shade.

Girl Scouts Troop #14264 partnered with Home Depot on January 16, 2016 to build the birdhouses for the City's Community Garden. Home Depot provided all the materials and supplies to build the houses as well as staff to lead the workshop. All seven (7) birdhouses were built and painted the same day.

The installation and pinning ceremony for the birdhouse project was held on Saturday, February 27, 2016 at 11:00am. Home Depot arrived early in the day to install the mounting poles for the birdhouses and stayed throughout the event to assist with the mounting of the birdhouses. A short ceremony was held recognizing the community services project and acknowledging all the hard work put forth by the troop and Home Depot.





# *City of Santa Fe Springs*

## *City Council Meeting*

*March 10, 2016*

We would like to recognize the following Girls Scouts from Troop #14264

- Kasandra O'Rourke
- Leilani Guttierrez
- Angelina Buenfil
- Kennidi Morris
- Amaia Guangorena
- Alyssa Barrera
- Neveah Parker
- Troop Leader – Sandra Gomez

We would also like to recognize Home Depot for their support of the project, donation of the material and staff support.

The Mayor may wish to call on Adam Matsumoto, Parks and Recreation Services Manager, to assist with the presentation.

  
Thaddeus McCormack  
City Manager



### APPOINTMENTS TO COMMITTEES AND COMMISSIONS

| Committee          | Vacancies | Councilmember |
|--------------------|-----------|---------------|
| Beautification     | 1         | Rounds        |
| Beautification     | 3         | Sarno         |
| Beautification     | 2         | Trujillo      |
| Community Program  | 1         | Moore         |
| Community Program  | 1         | Rounds        |
| Community Program  | 3         | Sarno         |
| Community Program  | 4         | Trujillo      |
| Community Program  | 3         | Zamora        |
| Heritage Arts      | 1         | Zamora        |
| Historical         | 1         | Rounds        |
| Historical         | 2         | Sarno         |
| Historical         | 3         | Trujillo      |
| Historical         | 3         | Zamora        |
| Parks & Recreation | 1         | Trujillo      |
| Senior Citizens    | 1         | Moore         |
| Senior Citizens    | 1         | Rounds        |
| Senior Citizens    | 2         | Sarno         |
| Senior Citizens    | 4         | Trujillo      |
| Senior Citizens    | 3         | Zamora        |
| Sister City        | 1         | Moore         |
| Sister City        | 3         | Sarno         |
| Sister City        | 2         | Trujillo      |
| Youth Leadership   | 2         | Sarno         |
| Youth Leadership   | 1         | Trujillo      |
| Youth Leadership   | 2         | Zamora        |

#### Applications Received:

- Frank Aguayo – Community Program and Parks & Recreation Advisory
- Frank Ramirez – Youth Leadership Committee

**Recent Actions:** None

  
Thaddeus McCormack  
City Manager

#### Attachments:

Committee Lists  
Prospective Members

## Prospective Members for Various Committees/Commissions

ITEM NO. 22a

### Beautification

Frankie Aguayo Jr.

### Community Program

Frankie Aguayo Jr.

Frank Aguayo

### Family & Human Services

### Heritage Arts

Frankie Aguayo Jr.

### Historical

### Personnel Advisory Board

### Parks & Recreation

Linda Vallejo

Frankie Aguayo Jr.

Frank Aguayo

### Planning Commission

Delmy Johana Coca

Francis Carbajal

Bryan Collins

### Senior Citizens Advisory

### Sister City

Jeannette Wolfe

Frankie Aguayo Jr.

### Traffic Commission

Delmy Johana Coca

Francis Carbajal

Bryan Collins

### Youth Leadership

Frank Ramirez



## 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<br>JUNE 30 OF |
|--------------|---------------------|----------------------------|
| Moore        | Juliet Ray          | (16)                       |
|              | Paula Minnehan      | (16)                       |
|              | Annie Petris        | (17)                       |
|              | Guadalupe Placencia | (17)                       |
|              | Gloria Campos       | (17)                       |
| Zamora       | Mary Reed           | (16)                       |
|              | Charlotte Zevallos  | (16)                       |
|              | Doris Yarwood       | (16)                       |
|              | Vada Conrad         | (17)                       |
|              | Joseph Saiza        | (17)                       |
| Rounds       | Sadie Calderon      | (16)                       |
|              | Rita Argott         | (16)                       |
|              | Mary Arias          | (17)                       |
|              | Marlene Vernava     | (17)                       |
|              | Vacant              | (17)                       |
| Sarno        | Vacant              | (16)                       |
|              | Irene Pasillas      | (16)                       |
|              | Vacant              | (16)                       |
|              | May Sharp           | (17)                       |
|              | Vacant              | (17)                       |
| Trujillo     | Mary Jo Haller      | (16)                       |
|              | Vacant              | (16)                       |
|              | Margaret Bustos*    | (16)                       |
|              | Vacant              | (17)                       |
|              | A.J. Hayes*         | (17)                       |

*\*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<br>JUNE 30 OF |
|--------------|--------------------|----------------------------|
| Moore        | George Felix, Jr.  | (16)                       |
|              | Vacant             | (16)                       |
|              | Mary Jo Haller     | (17)                       |
|              | Gabriela Garcia    | (17)                       |
|              | Bryan Collins      | (17)                       |
| Zamora       | Vacant             | (16)                       |
|              | Mary Anderson      | (17)                       |
|              | Dolores H. Romero* | (17)                       |
|              | Vacant             | (16)                       |
|              | Vacant             | (17)                       |
| Rounds       | Mark Scoggins*     | (16)                       |
|              | Marlene Vernava    | (16)                       |
|              | Vacant             | (16)                       |
|              | Anthony Ambris     | (17)                       |
|              | Johana Coca*       | (17)                       |
| Sarno        | Jeanne Teran       | (16)                       |
|              | Miguel Estevez     | (16)                       |
|              | Vacant             | (16)                       |
|              | Vacant             | (17)                       |
|              | Vacant             | (17)                       |
| Trujillo     | Lydia Gonzales     | (16)                       |
|              | Vacant             | (16)                       |
|              | Vacant             | (16)                       |
|              | Vacant             | (17)                       |
|              | Vacant             | (17)                       |

*\*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<br>JUNE 30 OF |
|--------------|--------------------|----------------------------|
| Moore        | Arcelia Miranda    | (16)                       |
|              | Martha Villanueva  | (17)                       |
|              | Margaret Bustos*   | (17)                       |
| Zamora       | Lydia Gonzales     | (16)                       |
|              | Tina Delgado       | (17)                       |
|              | Gilbert Aguirre    | (17)                       |
| Rounds       | Annette Rodriguez  | (16)                       |
|              | Janie Aguirre      | (17)                       |
|              | Ted Radoumis       | (17)                       |
| Sarno        | Debbie Belmontes   | (16)                       |
|              | Linda Vallejo      | (16)                       |
|              | Hilda Zamora       | (17)                       |
| Trujillo     | Dolores H. Romero* | (16)                       |
|              | Gloria Duran*      | (16)                       |
|              | Bonnie Fox         | (17)                       |

Organizational Representatives: Nancy Stowe  
(Up to 5) 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<br>EXPIRES<br>JUNE 30 OF |
|--------------|------------------|-------------------------------|
| Moore        | Laurie Rios      | 6/30/2016                     |
| Zamora       | Vacant           | 6/30/2016                     |
| Rounds       | Pauline Moore    | 6/30/2016                     |
| Sarno        | Francis Carbajal | 6/30/2016                     |
| Trujillo     | Amparo Oblea     | 6/30/2016                     |

### Committee Representatives

|                          |                  |           |
|--------------------------|------------------|-----------|
| Beautification Committee | Marlene Vernava* | 6/30/2017 |
| Historical Committee     | Sally Gaitan     | 6/30/2017 |
| Planning Commission      | Vacant           | 6/30/2017 |
| Chamber of Commerce      | Debbie Baker     | 6/30/2017 |

### Council/Staff Representatives

|                                |                    |
|--------------------------------|--------------------|
| Council Liaison                |                    |
| 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<br>JUNE 30 OF |
|--------------|-------------------|----------------------------|
| Moore        | Astrid Shesterkin | (16)                       |
|              | Tony Reyes        | (16)                       |
|              | Amparo Oblea      | (17)                       |
|              | George Felix, Jr. | (17)                       |
| Zamora       | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (17)                       |
|              | Larry Oblea       | (17)                       |
| Rounds       | Vacant            | (16)                       |
|              | Linda Vallejo     | (16)                       |
|              | Mark Scoggins*    | (17)                       |
|              | Janice Smith      | (17)                       |
| Sarno        | Ed Duran          | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (17)                       |
|              | Sally Gaitan      | (17)                       |
| Trujillo     | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Merrie Hathaway   | (17)                       |
|              | Vacant            | (17)                       |

*\*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<br>JUNE 30 OF |
|--------------|-------------------|----------------------------|
| Moore        | Astrid Shesterkin | (16)                       |
|              | Tony Reyes        | (16)                       |
|              | Amparo Oblea      | (17)                       |
|              | George Felix, Jr. | (17)                       |
| Zamora       | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (17)                       |
|              | Larry Oblea       | (17)                       |
| Rounds       | Vacant            | (16)                       |
|              | Linda Vallejo     | (16)                       |
|              | Mark Scoggins*    | (17)                       |
|              | Janice Smith      | (17)                       |
| Sarno        | Ed Duran          | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (17)                       |
|              | Sally Gaitan      | (17)                       |
| Trujillo     | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Merrie Hathaway   | (17)                       |
|              | Vacant            | (17)                       |

*\*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<br>JUNE 30 OF |
|--------------|------------------------|----------------------------|
| Moore        | Mary Tavera            | (16)                       |
|              | <b>Vacant</b>          | (16)                       |
|              | William Logan          | (17)                       |
|              | Ralph Aranda           | (17)                       |
|              | Kurt Hamra             | (17)                       |
| Zamora       | Francis Carbajal       | (16)                       |
|              | Bernie Landin          | (16)                       |
|              | Michele Carbajal       | (16)                       |
|              | Sally Gaitan           | (17)                       |
|              | Steve Gonzalez         | (17)                       |
| Rounds       | Kenneth Arnold         | (16)                       |
|              | Richard Legarreta, Sr. | (16)                       |
|              | Johana Coca*           | (16)                       |
|              | Tim Arnold             | (17)                       |
|              | Mark Scoggins*         | (17)                       |
| Sarno        | Joey Hernandez         | (16)                       |
|              | Debbie Belmontes       | (16)                       |
|              | Lisa Garcia            | (17)                       |
|              | Ed Madrid              | (16)                       |
|              | David Diaz-Infante     | (17)                       |
| Trujillo     | Miguel Estevez         | (16)                       |
|              | Andrea Lopez           | (16)                       |
|              | <b>Vacant</b>          | (17)                       |
|              | Anthony Ambris         | (17)                       |
|              | Arcelia Miranda        | (17)                       |

*\*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<br>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

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

## 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<br>JUNE 30 OF |
|--------------|-------------------|----------------------------|
| Moore        | Vacant            | (16)                       |
|              | Yoko Nakamura     | (16)                       |
|              | Paul Nakamura     | (16)                       |
|              | Astrid Shesterkin | (17)                       |
|              | Vacant            | (17)                       |
| Zamora       | Rebecca Lira      | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Amelia Acosta     | (17)                       |
|              | Vacant            | (17)                       |
| Rounds       | Vacant            | (16)                       |
|              | Bonnie Fox        | (16)                       |
|              | Gilbert Aguirre   | (17)                       |
|              | Lorena Huitron    | (17)                       |
|              | Janie Aguirre     | (17)                       |
| Sarno        | Gloria Duran*     | (16)                       |
|              | Vacant            | (16)                       |
|              | Hilda Zamora      | (17)                       |
|              | Vacant            | (17)                       |
|              | Ed Duran          | (17)                       |
| Trujillo     | Vacant            | (16)                       |
|              | Vacant            | (16)                       |
|              | Vacant            | (17)                       |
|              | Margaret Bustos*  | (17)                       |
|              | Vacant            | (17)                       |

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 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<br>JUNE 30 OF |
|--------------|--------------------|----------------------------|
| Moore        | Martha Villanueva  | (16)                       |
|              | Laurie Rios        | (16)                       |
|              | Mary K. Reed       | (17)                       |
|              | Peggy Radoumis     | (17)                       |
|              | Vacant             | (17)                       |
| Zamora       | Charlotte Zevallos | (16)                       |
|              | Francis Carbajal   | (16)                       |
|              | Michele Carbajal   | (17)                       |
|              | Doris Yarwood      | (17)                       |
|              | Lucy Gomez         | (17)                       |
| Rounds       | Manny Zevallos     | (16)                       |
|              | Susan Johnston     | (16)                       |
|              | Robert Wolfe       | (16)                       |
|              | Ted Radoumis       | (17)                       |
|              | Dominique Velasco  | (17)                       |
| Sarno        | Vacant             | (16)                       |
|              | Vacant             | (16)                       |
|              | Vacant             | (16)                       |
|              | Ed Madrid          | (17)                       |
|              | Cathy Guerrero     | (17)                       |
| Trujillo     | Vacant             | (16)                       |
|              | Andrea Lopez       | (16)                       |
|              | Dolores H. Romero* | (17)                       |
|              | Marcella Obregon   | (17)                       |
|              | Vacant             | (17)                       |

*\*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

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

Zamora

Tina Delgado

## 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 in<br>Year Listed or<br>upon Graduation |
|--------------|------------------------|--|
| Moore        | Richard Aguilar        | (17)   |
|              | Evony Reyes            | (16)   |
|              | Zachary Varela         | (17)   |
|              | Lexi Cid               | (17)   |
| Zamora       | Metztli Mercado-Garcia | (17)   |
|              | Danniela Chavez        | (17)   |
|              | Vacant                 | ()   |
|              | Vacant                 | ()   |
| Rounds       | Gabriel Perez          | (16)   |
|              | Jennisa Casillas       | (17)   |
|              | Laurence Ordaz         | (16)   |
|              | Sarah Garcia           | ()   |
| Sarno        | Anissa Rodriguez       | (16)   |
|              | Vacant                 | ()   |
|              | Vacant                 | ()   |
|              | Alyssa Madrid          | (16)   |
| Trujillo     | Paul Legarreta         | (17)   |
|              | Victoria Nunez         | (16)   |
|              | Richard Uribe          | (16)   |
|              | Vacant                 | ()   |