

AGENDA

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

January 30, 2018 6:00 P.M.

Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

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

<u>Public Comment:</u> 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.

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

1. CALL TO ORDER

2. ROLL CALL

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

a. <u>Minutes of the December 14, 2017 Public Financing Authority Meeting</u> **Recommendation:** That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

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

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

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

a. Minutes of the December 14, 2017 Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

· Approve the minutes as submitted.

Monthly Reports

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

Recommendation: That the Water Utility Authority:

- Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

• Receive and file the report.

5. NEW BUSINESS

a. Central Basin Municipal Water District – Amendment No. 11

Recommendation: That the Water Utility Authority:

- Authorize the Interim Executive Director to execute Amendment No. 11, which commences the transition of ownership and operation of the Water Quality Protection Plan (WQPP) from the Central Basin Municipal Water District to the Whittier Utility Authority.
- b. Water Delivery Agreement with the Santa Fe Springs Water Utility Authority and the Whittier Utility Authority

Recommendation: That the Water Utility Authority:

 Authorize the Interim Executive Director to execute the Water Delivery Agreement between the Santa Fe Springs Water Utility Authority (SFSWUA) and the Whittier Utility Authority (WUA) with the agreement being retroactive as of January 1, 2018.

HOUSING SUCCESSOR

6. Minutes of the December 14, 2017 of the Housing Successor Agency.

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

SUCCESSOR AGENCY

7. CONSENT AGENDA

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

Approval of Minutes

a. <u>Minutes of the December 14, 2017 Successor Agency Meeting</u>

Recommendation: That the Successor Agency:

Approve the minutes as submitted.

8. NEW BUSINESS

a. Resolution SA-2018-001 — Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 18-19) for the Period July 1, 20018 through June 30, 2019

Recommendation: That the Water Utility Authority:

- Adopt Resolution No. SA-2018-001.
- b. Resolution SA-2018-002 Approving the Successor Agency's Administrative Budget for the Period July 1, 2018 through June 30, 2019

Recommendation: That the Water Utility Authority:

Adopt Resolution No. SA-2018-002.

CITY COUNCIL

9. CONSENT AGENDA

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

- a. Minutes of the December 14, 2017 City Council Meetings
 - Recommendation: That the City Council:
 - Approve the minutes as submitted.
- b. <u>Approval of the Reinstatement of the Following Reclassification: Director of Finance & Administrative Services and Human Resources Manager</u>

Recommendation: That the City Council:

- Reclassify the current Assistant City Manager/Director of Finance and Administrative Services to Director of Finance and Administrative Services
- Reclassify the Sr. Human Resources Analyst to Human Resources Manager
- Adopt a revised Citywide Salary Schedule inclusive of the above personnel actions.

OLD BUSINESS

10. Update Regarding Security Measures Implemented at the Clarke Estate and Heritage Park

Recommendation: That the City Council:

• Receive and file the information.

NEW BUSINESS

- 11. Heritage Park Café Concessionaire Authorization to Advertise Request for Proposals Recommendation: That the City Council:
 - Authorize the Director of Community Services to request the operation of the Heritage Park Café Food Concession.
- 12. Approval of Use Agreement for lake Center Athletic Park and Metropolitan Little League Youth Football Sport Association

Recommendation: That the City Council:

- Approve and enter into the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for the 2018 season.
- 13. Request Appropriation of Funds for Replacement of Aquatic Center Driving Boards
 Recommendation: That the City Council:
 - Appropriate funds from the Facilities Improvement Fund account for the replacement of two (2) diving boards at the City's Aquatic Center.
- 14. Request Appropriation of Funds for Replacement of Gymnastics Program Uneven Bars at Activity Center

Recommendation: That the City Council:

• Appropriate funds from the Facilities Improvement Fund account for the

replacement of the uneven bars for the gymnastics program.

15. Amendment to Professional Services Agreement with MuniEnvironmental

Recommendation: That the City Council:

 Approve the Amendment for the Waste and Recycling Program Management Services Agreement with MuniEnvironmental Professional Consultants

16. Custodial Services – Authorization to Issue a Request for Bids

Recommendation: That the City Council:

- Authorize the Director of Public Works to Issue a Notice of Contract Termination to United Maintenance Systems, Inc., effective March 11, 2018.
- Authorize the Director of Public Works to issue a Request for Bids to provide Custodial Services.

17. Measure R Funding Agreements with Los Angeles County Metropolitan Transportation Authority

Recommendation: That the City Council:

- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project;
- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$2,667,000 with LACMTA for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project;
- Approve adding the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program;
- Approve adding the Alondra Boulevard and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program; and
- Authorize the Director of Public Works to initiate the project development process for both projects identified above.

18. Presentation and Consideration of the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2017

Recommendation: That the City Council:

- Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2017
- 19. Presentation of Fiscal Year 2015-16 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council

Recommendation: That the City Council:

- Call upon Travis Hickey, Director of Finance & Administrative Services, to assist with the presentation to the City Council.
- 20. Resolution No. 9568 Appointment of City Treasurer and Assistant City Treasurer Recommendation: That the City Council:

 Adopt Resolution No. 9568 appointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

21. Authorize the Purchase of a Case Tractor Loader Backhoe

Recommendation: That the City Council:

- 1) Authorize the Director of Purchasing Services to purchase one (1) New Case Tractor Loader Backhoe from Sonsray Machinery LLC Santa Fe Springs utilizing the National Joint Powers Alliance (NJPA) cooperative contract (Number 032515-CNH) and 2) Authorize a purchase order to be issued in the amount of \$120,436.66 for this transaction.
- 22. <u>Designation of a City Council Ad-Hoc Subcommittee for the Possible Tax Measure Scheduled for November 2018 Municipal Election</u>

Recommendation: That the City Council:

- Designate two Council Members to serve on an Ad-Hoc Subcommittee to assist staff with selecting an election consultant to advocate for the possible Tax Measure scheduled for November 2018 Municipal Election.
- 23. An Employment Agreement with Raymond R. Cruz on the terms of his employment as City Manager to the City of Santa Fe Springs

Recommendation: That the City Council:

 Authorize the Mayor to execute an employment agreement appointing Raymond R. Cruz as City Manager effective March 1, 2018, for a period of five years and setting forth additional terms and conditions.

CLOSED SESSION

24. CONFERENCE WITH LABOR NEGOTIATOR

(Pursuant to California Government Code Section 54956.8)

Agency Designated Representative: Don Powell, Interim City Manager Employee Organization: Santa Fe Springs Employee Association

CLOSED SESSION

25. CONFERENCE WITH LABOR NEGOTIATOR

(Pursuant to California Government Code Section 54956.8)

Agency Designated Representative: Yolanda Summerhill, City Attorney

Employee Organization: Unrepresented City Manager

Items 26 - 34 will occur in the 7:00 p.m. hour.

- 26. INVOCATION
- 27. PLEDGE OF ALLEGIANCE

28. INTRODUCTIONS

Representatives from the Chamber of Commerce

29. ANNOUNCEMENTS

30. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

31. PRESENTATIONS

- a. Proclamation declaring February 2018 as "American Heart Health Month" in the City of Santa Fe Springs
- b. Introduction of New Employee Olivia Shea, Librarian I Olivia Shea
- c. Recognition of 2017 Christmas Home Decorating Awards Program Recipients

32. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

a. Committee Appointments

33. 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.

34. 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.

Janet Martinez, CMC

Date

January 24, 2018

City Clerk

FOR ITEM NO. 3A PLEASE SEE ITEM NO. 9A

City of Santa Fe Springs



January 30, 2018

CONSENT CALENDAR

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 12/31/17 Outstanding principal at 12/31/17

None \$1,960,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 12/31/17

None \$36,986,736

Outstanding principal at 12/31/17

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 12/31/17

None

Outstanding principal at 12/31/17

\$24,945,000

Bond Repayment

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

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

Report Submitted By: Travis Hickey Finance and Administrative Services Date of Report: January 23, 2018

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016 the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

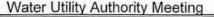
2016 Bond Refunding

In December 2017 the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

Dow Powell
Interim City Manager/Executive Director

FOR ITEM NO. 4A PLEASE SEE ITEM NO. 9A

City of Santa Fe Springs



January 30, 2018

CONSENT CALENDAR

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 12/31/17 Outstanding principal at 12/31/17

None \$6,890,000

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

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

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

Interim City Manager/Executive Director

Report Submitted By: Travis Hickey Finance and Administrative Services

Date of Report: January 23, 2018

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II)

At the April 13, 2017 City Council Meeting a contract was awarded to G.J. Gentry (Gentry) of Upland in the amount of \$647,390.00 to perform water main line work in conjunction with the I-5 Freeway Widening Project. Gentry will be receiving a Notice to Proceed with an approximate date of February 13, 2018 to commence construction of the remaining portion of the I-5 Freeway Widening Project Phase II located east of the I-605 Freeway.

Interstate 5 Freeway Widening Water Main Relocation for the Valley View Segment

City Water staff have been inspecting the installation of 12 and 8-inch Ductile Iron water main during the Valley View Phase of the I-5 Widening Project. Water main line work on this segment is near completion along with pressure testing and bacteriological sampling.

INFRASTRUCTURE IMPACT

The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.

FISCAL IMPACT

The I-5 Florence Water Main Relocation Phase II, and the Valley View Relocation Project are funded through State Transportation Utility Agreements.

Interim Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete, Director

Department of Public Works

Date of Report: January 18, 2018

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City of Santa Fe Springs

Water Utility Authority Meeting

January 30, 2018

NEW BUSINESS

Central Basin Municipal Water District - Amendment No. 11

RECOMMENDATION

That the Water Utility Authority authorize the Interim Executive Director to execute Amendment No. 11, which commences the transition of ownership and operation of the Water Quality Protection Plan (WQPP) from the Central Basin Municipal Water District to the Whittier Utility Authority.

BACKGROUND

The Water Quality Protection Plan (WQPP) began operations in December 2004. The facilities are owned by Central Basin Municipal Water District (Central Basin) and operated under contract by the Whittier Utilities Authority (WUA). The purpose of the WQPP is to safeguard the Central Groundwater Basin from contaminants migrating from the Upper San Gabriel Basin by acting as a second line of defense to the Whittier Narrows Operational Unit (WNOU).

The Environmental Protection Agency (EPA) discovered the ground water contamination problem in the San Gabriel Valley as a result of several businesses improperly disposing of Volatile Organic Compounds (VOC) found in paints, solvents, degreasers, and metal cleaning compounds. The VOC's included Trichloroethylene (TCE), and Tetrachloroethylene (PCE), which generally find their way into ground water aquifers by being dumped onto the surrounding land and leaching through the soil. The VOC's rapid rate of decent through the soil prompted the EPA to provide a quick solution, the WNOU was the result.

Prior to the WNOU going online the EPA determined that the leading edge of the main basin contamination had traveled past the WNOU extraction wells and was heading towards the Central Basin. The migration of the contaminants is accomplished by the natural flow within the aquifers from the upper San Gabriel Valley Main Basin to the Central Basin. In order to protect the quality of ground water in the Central Basin, a Federal grant was received to design and construct the WQPP facilities.

The WQPP consists of two wells that can produce on the average 2,000-3,000 gallons per minute. The original plant design pumps water into a set of primary pressure vessels with Granular Activated Carbon (GAC) acting as the filtering media. The GAC removes the VOC's from the water meeting Public Health requirements. The plant was designed with redundant pressure vessels to ensure that the VOC's are completely removed. The water is then treated with Sodium Hypochlorite (liquid Chlorine) for disinfectant purposes. The finished water then leaves the plant and is stored in the City of Whittier's clear well. The WQPP water is blended with all water produced by the City of Whittier and then pumped to the

Report Submitted By: Noe Negrete, Director / Department of Public Works

Date of Report: January 17, 2018

Whittier Hills storage facilities. The water is then distributed throughout the Whittier water system. The City of Santa Fe Springs Water Utility Authority (SFSWUA) receives water from the City of Whittier through the Whittier Connection. On an annual basis, the City receives 1,800 – 2,000 acre feet per year of water from the Whittier Connection.

CURRENT STATUS

The process of transitioning the ownership of the WQPP commenced on January 1, 2018 allowing for the WUA to assume all management duties of the WQPP. The duration of the transition process is estimated to be approximately one (1) year with 100% of the change of ownership to conclude by the expiration of MOU No. 11 on December 31, 2018. During the transition, the WQPP will operate as it has since the plant went online in 2004 with 1,800 – 2,400 acre feet of water being delivered on an annual basis to the SFSWUA. Payment for WQPP water consumed by the SFSWUA will be made to the WUA under a separate agreement.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed Amendment No. 11.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None.

Attachment: Amendment No. 11 Interim Executive Director

Amendment No.11

to

Memorandum of Understanding C2071/2007-2 Among the Central Basin Municipal Water District, City of Whittier, City of Pico Rivera, and City of Santa Fe Springs Regarding Continued

Operation of the

Water Quality Protection Plan

This Amendment No. 11 ("Amendment") amends that certain Memorandum of Understanding dated June 25, 2007 by and among the undersigned parties ("Original MOU") including its Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, and Amendment No. 10 (collectively, the "MOU"). The Effective Date of this Amendment shall be <u>January 1, 2018</u>, but this Amendment shall not take effect until this Amendment and each of the RELATED AGREEMENTS (defined below) have been approved and fully executed by all of the parties thereto. The parties to this Amendment are the Central Basin Municipal Water District ("CBMWD"), City of Whittler ("Whittier"), City of Pico Rivera ("Pico Rivera"), and City of Santa Fe Springs ("Santa Fe Springs"). For purposes of this Amendment, the capitalized word "Party" shall be a reference to any one of the aforementioned entities, and the capitalized term "Parties" shall be a collective reference to the aforementioned entities.

The Parties hereby agree as follows:

Purpose

CBMWD, Whittier, Pico Rivera, and Santa Fe Springs desire to continue the operation of the Water Quality Protection Plan ("WQPP"). This Amendment modifies the MOU, including the Original MOU and its Amendments Nos. 1 through 10. The purpose of this Amendment is to extend the contract term while the Parties formulate and execute a plan to transition ownership of the facilities and related rights and obligations from CBMWD to Whittier. For the term of this Amendment, Whittier will assume responsibility for the operation of WQPP from CBMWD.

Definitions:

The following definition shall be added to the MOU:

RELATED AGREEMENTS include (i) this Amendment; (ii) Amendment No. 4 to Agreement No. A93-178 / 2004-9 (C252) Lease and Agreement, Rio Hondo Main Pump Station; (iii) Amendment No. 4 to Agreement No. WUA-03-009, Cooperative Agreement for Operation of Water Quality Protection Program Facilities; (iv) Amendment No. 3 to Professional Services Agreement No. C2115 / 2009-5; (v) Water Delivery Agreement between the Santa Fe Springs Water Utility Authority and (vi) Whittier Water Utility Authority and Water Delivery Agreement between the Pico Rivera Utility Authority and the Whittier Utility Authority.

Amendments to Obligations:

Obligation No. 1 of the MOU shall be amended and restated to read as follows:

1) The Parties agree that the term of this Amendment is through December 31, 2017, and it will be subject to automatic monthly extensions commencing January 1, 2018 through December 31, 2018, for a total extension of up to twelve (12) months, unless terminated sooner by written agreement of the Parties. Such termination of the Amendment shall be executed by duly authorized representative(s) of each Party. The forgoing notwithstanding, any Party may withdraw from the Amendment by providing a minimum of thirty (30) days prior written notice to the other parties, provided, however, that no such withdrawal shall relieve any withdrawing Party from the obligation to pay for its calculated share of the costs associated with this Amendment, previous Amendments, or the Original MOU. Any extension of the term of this Amendment beyond December 31, 2018 may be in the form of

a letter agreement executed on behalf of all the Parties.

Obligation No. 15 of the MOU shall be amended and restated to read as follows:

15) CBMWD, Whittier, Pico Rivera and Santa Fe Springs agree that in the event Whittier needs to shut down the WQPP, either temporarily or permanently, that shutdown will not happen until the Parties agree on a mutually acceptable timeline for shutdown, however, it is understood that in the event of an emergency Whittier shall be able to shut down the WQPP without first consulting with the other cities.

Obligation Nos. 20 through 22 shall be added to the MOU and will read as follows:

- 20) For the term of this Amendment, Whittier shall assume responsibility for the operation and maintenance of the WQPP from CBMWD. If CBMWD nevertheless incurs and/or pays any costs arising from the operation and maintenance of the WQPP during the term of this Amendment, including but not limited to the costs identified on Exhibit A hereto, CBMWD may elect to invoice Whittier for such costs. Whittier shall pay such invoices within 30 days from the date of the invoice.
- 21) Whittier shall produce water using Whittier's, Santa Fe Springs', Pico Rivera's, and any other entity's water rights and arrange all water rights agreements with the necessary entities.
- 22) For the term of this Amendment, Whittier agrees to operate the WQPP in compliance with Permit No. 04-15-04P-003 held by CBMWD for System 1910253

Amendments to Miscellaneous Terms:

Miscellaneous Term No. 1 of the MOU shall be amended and restated to read as follows:

1) Parties agree that it will be for the mutual benefit of the Parties to transition ownership of the WQPP facilities, and related rights and obligations from CBMWD to Whittier. Parties shall make reasonable efforts as soon as practicable to formulate a plan to fulfill this goal by December 31, 2018. Transition discussions will continue through the term of this agreement, including but not limited to costs associated with carbon removal, transitions of assets, and CBMWD's outstanding reserve balance. Upon transition of ownership of the facilities, Whittier will release the other Parties of the financial obligations related to removal and close out of the WQPP.

Miscellaneous Term No. 9 of the MOU shall be amended and restated to read as follows:

9) Parties agree that during the Term of this Amendment, in case of an emergency, or temporary or unusual conditions, Pico Rivera shall have right to receive water from WQPP subject to availability of such water. Upon request by Pico Rivera, Whittier shall make all reasonable efforts to facilitate meeting such water demands. If no such water is available, the remaining parties shall be under no obligation to procure water from an alternative source to meet Pico Rivera's emergency need nor shall any such parties be obligated to incur any additional cost or penalty due to the unavailability of such water.

Amendments to Additional Provisions:

Additional Provision No. 3 of the MOU shall be amended and restated to read as follows:

3) Notice. All notices, demands, consents and other communications required in the performance of the Parties' obligations in this Amendment shall be in writing and shall be deemed properly given and received when actually given and received or three business days after mailing, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice at the following addresses: To Pico Rivera:

James Enriquez, Director of Public Works

City of Pico Rivera

6615 Passons Boulevard Pico Rivera, CA 90660

To Whittier:

David Schickling, Director of Public Works

City of Whittier

13230 East Penn Street Whittier, CA 90602

To Santa Fe Springs:

Noe Negrete, Director of Public Works

City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670

To Central Basin Municipal Water District:

Kevin Hunt, General Manager

Central Basin Municipal Water District

6252 Telegraph Road Commerce, CA 90040,

Additional Provision No. 8 of the MOU shall be deleted in its entirety and shall have no force or effect.

Additional Provision No. 12 shall be added to the MOU and will read as follows:

12) DISPUTES BETWEEN WHITTIER AND CBMWD

- A. Meet and Confer Conference; Mediation.
 - i. If any portion of an invoice submitted under Obligation No. 20 is disputed by Whittier, CBMWD may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon Whittier's receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Whittier shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the conclusion of the meet and confer conference, if any portion of CBMWD's claim remains in dispute, Whittier shall provide CBMWD a written statement identifying the proposed resolution including a statement regarding the undisputed amount to be paid to CBMWD. CBMWD shall, within ten (10) business days after receipt of such statement, notify Whittier regarding any remaining disputed issues.
 - ii. Any remaining disputed issues shall be submitted to nonbinding mediation within thirty (30) business days after CBMWD gives Whittier notice of such issues, with Whittier and CBMWD sharing the associated costs equally. If the two parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim, in which event each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - iii. Mediation under this Additional Provision No. 12.A may include any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Within ten (10) business days following conclusion of the mediation, Whittier shall provide CBMWD a written statement identifying Whittier's proposed resolution

including a statement regarding the undisputed amount to be paid to CBMWD. Any remaining disputed issues shall be resolved as specified in Additional Provision No. 12.B.

- B. Disputes Not Resolved by Mediation.
 - i. Unless otherwise agreed to by Whittier and CBMWD, disputes that are not resolved under Additional Provision No. 12.B shall be heard by a referee pursuant to the provisions of California Code of Civil Procedure sections 638 to 645.1, inclusive, and California Rules of Court, rule 3.900 et seq. The reference shall be initiated by either party filing a complaint in the Superior Court for the State of California, County of Orange within thirty (30) days following Whittier's Issuance of the statement required by Additional Provision No. 12.A.iii (or Whittier's failure to issue the statement within the required time frame).
 - ii. If Whittier and CBMWD are unable to agree upon a referee within thirty (30) days of a written request to do so by either Whittier or CBMWD, then the requesting party may thereafter have one appointed pursuant to California Code of Civil Procedure Sections 638 et seq. Any decision by such referee shall be binding on Whittier and CBMWD and judgment thereon may be entered in any court having jurisdiction thereof.
- C. Attorney Fees and Costs.
 - i. The cost of the proceedings described in Additional Provision No. 12.B shall initially be borne equally by Whittier and CBMWD, but the prevailing party in such proceeding shall be entitled to recover, in addition to reasonable attorney fees and all other costs, its contribution for the reasonable cost of the referee and corresponding judicial proceedings as an item of damage or recoverable costs, or both. If either Whittier or CBMWD refuses to pay its share of the costs, at the time(s) required, the other party may do so, in which event that party shall be entitled to recover (or offset) the amount advanced, with interest, even if that party is not the prevailing party. The referee or judicial officer shall include such costs in the award.
 - ii. Whittier and CBMWD shall diligently cooperate with one another and the person(s) appointed to resolve the dispute, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute. If either Whittier or CBMWD refuses to diligently cooperate, and the other party, after first giving notice to the other of intent to rely on this Additional Provision No. 12, incurs additional expenses or attorney fees solely as a result of such failure to diligently cooperate, the referee or judicial officer may award such additional expenses and attorney fees to the party giving such notice, even if the party is not the prevailing party in the dispute.

ISIGNATURES ON FOLLOWING PAGES]

EXHIBIT A

Memorandum of Understanding ("MOU") C2071/2007-2
Water Quality Protection Plan
Central Basin Municipal Water District, City of Whittier, City
of Pico Rivera, and City of Santa Fe Springs

Description of Anticipated Costs for Operations and Maintenance of the WQPP

Telephone, Data, and SCADA Communications

Electricity / Power

Land Leases or Easements

Permitting

Inspections, Monitoring and Reviews by Other Agencies Reporting

Central Basin Staff Time Allocated to WQPP up to \$10,000.

Any cost over \$10,000 shall be negotiated.

Legal Costs related to WQPP transition up to \$10,000. Any cost over \$10,000 shall be negotiated.

Other costs not listed in this Exhibit A shall be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed on the date written below, effective as of the date written above ("Effective Date")

CITY OF PICO RIVERA

City Manager

Date

CITY OF SANTA FE SPRINGS

City Manager

Date

CITY OF WHITTIER

City Manager

Date

CITY OF WHITTIER

CITY OF WHITTIER

Date

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to ba executed on the date written below, effective as of the date written above ("Effective Date") CITY OF PICO RIVERA Date City Manager CITY OF SANTA FE SPRINGS Date City Manager CITY OF WHITTIER Date City Manager CENTRAL BASIN MUNICIPAL WATER DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed on the date written below, effective as of the date written above ("Effective Date") CITY OF PICO RIVERA Date City Manager CITY OF SANTA FE SPRINGS City Manager Date CITY OF WHITTIER City Manager Date CENTRAL BASIN MUNICIPAL WATER DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed on the date written below, effective as of the date written above ("Effective Date")

CITY OF PICO RIVERA

City Manager

Date

City Manager

Date

City Manager

Date

City Manager

Date

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Kovin P. Hunt P.E. General Manager

NEW BUSINESS

Water Delivery Agreement with the Santa Fe Springs Water Utility Authority and the Whittier Utility Authority

RECOMMENDATION

That the Water Utility Authority authorize the Interim Executive Director to execute the Water Delivery Agreement between the Santa Fe Springs Water Utility Authority (SFSWUA) and the Whittier Utility Authority (WUA) with the agreement being retroactive as of January 1, 2018.

BACKGROUND

The Water Quality Protection Program treatment plant (WQPP) is currently in the process of transitioning ownership from the Central Basin Municipal Water District (Central Basin) to the WUA. The transition of ownership of the WQPP will require a new Water Delivery Agreement between the SFSWUA and the WUA.

Currently, the ownership of the WQPP is in transition from the Central Basin to the WUA. The Water Delivery Agreement will provide a mechanism for the SFSWUA to pay for water consumed through the WQPP on a monthly basis to the WUA. The operation of the WQPP will be identical to previous years operations with the SFSWUA receiving the benefits of pumped ground water wheeled through the WUA Water System. This agreement will replace all previous MOUs with the Central Basin including MOU No. 11 which does not have a billing/payment component. This agreement serves as the future method of payment between the SFSWUA and WUA for WQPP water consumed.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed agreement.

FISCAL IMPACT

A minimum of two thousand four hundred acre feet (2,400 ac-ft.) of potable water will be extracted as ground water consumption at an amount of five hundred ninetythree dollars (\$593) per metered acre foot as compared to purchasing surface water from the Metropolitan Water District (MWD) at a rate of one thousand one hundred twenty-eight dollars (\$1,128) per acre foot. The funds are available within the current Water Utility Authority fiscal budget.

INFRASTRUCTURE IMPACT

The WQPP provides a reliable and economical source of potable water for all

customers within Zone I.

Attachment:

Water Delivery Agreement

Interim Executive Director

Don R. Powell

Report Submitted By: Noe Negrete, Director

Department of Public Works

Date of Report: January 18, 2018

WATER DELIVERY AGREEMENT BETWEEN THE CITIES OF WHITTIER AND SANTA FE SPRINGS UTILITY AUTHORITIES

This Agreement, made and entered into this day of,
2018, by and between THE SANTA FE SPRINGS WATER UTILITY
AUTHORITY (hereinafter "SFSWUA") and the WHITTIER UTILITY
AUTHORITY (hereinafter "WUA"). This Agreement, supersedes any and all
other agreements whether oral or written, between the parties hereto with
respect to the subject matter hereof and contains all of the covenants and
agreements between the parties with respect to said matter, and each party
to this agreement acknowledges that no representations, inducements,
promises or agreements, orally or otherwise, have been made by any party,
or anyone acting on behalf of any party, which are not embodied herein,
and that any other agreement or modification of this Agreement shall be
effective only if executed in writing and signed by both parties:

WITNESSETH

The parties hereto do agree as follows:

- 1. Recitals. This Agreement is made and entered into with respect to the following facts:
 - a. That SFSWUA and WUA each operate domestic water supply facilities which are adjacent to one another; and
 - b. That the parties desire, by this Agreement, for WUA to deliver water to SFSWUA through the existing metered connection between their respective water systems near Rivera Road and Chetle Avenue; and
 - c. That SFSWUA Board and WUA Executive Board have heretofore determined that it is in the public interest to execute this Agreement.
- 2. <u>Facilities</u>. An existing metered interconnection (hereinafter referred to CONNECTION) exists. SFSWUA shall own and maintain CONNNECTION during the term of this Agreement. CONNECTION shall have an operable shutoff valve upstream of CONNECTION, maintained and operated by WUA, and an operable shutoff valve downstream of CONNECTION, maintained and operated by SFSWUA. Either party shall provide 24 hour notice ahead of any planned shutdown of CONNECTION. In the event of an unplanned emergency, reasonably foreseeable to result in bodily harm and/or significant property damage, which requires shutdown of the CONNECTION, notice shall be given as soon as possible.

The transfer of water shall be recorded by a water meter. Either party may test the connection for accuracy with prior written permission of other party.

- 3. <u>Delivery of Water (take or pay).</u> WUA will supply such water at such pressure as may be available from their water system. WUA shall deliver a minimum average of 200 acre-feet per month through CONNECTION to SFSWUA. This take-or-pay monthly requirement shall be calculated and reconciled by the WUA following the end of each fiscal year (July 1 to June 30), and WUA shall invoice SFSWUA for failure to take the required quantity SFSWUA shall pay WUA any amount due within 30 days of invoicing by WUA. The amount of the pay required for failure to take the required quantity shall be calculated on the rate specified in Section 5(a) herein. The annual take-or-pay is 2,400 acre—feet per fiscal year and will be prorated for any partial years. SFSWUA will coordinate with WUA if it becomes necessary to substantially exceed the 200 AF monthly average.
- 4. <u>Accounting for Water Delivered.</u> The water furnished by WUA to SFSWUA through the CONNECTION shall be measured through the meter.

In the event water is used by SFSWUA, the WUA will be reimbursed within thirty (30) days of presentation of an invoice to SFSWUA at the rate effective at the time the water was supplied.

5. Rate.

- a. SFSWUA will pay WUA for water delivered from water rights owned by SFSWUA at the rate of Two Hundred Seventy five Dollars (\$275.00) per acre-foot. This rate shall be adjusted annually on the anniversary of the Agreement. Rate changes shall reflect the Los Angeles-Riverside-Orange County Consumer Price Index for All-Urban Consumers (CPI-U) for the most recent twelve (12) month. The adjusted rate will reflect changes in energy and operational cost to produce, pump, and deliver the water and is for pumping water rights owned by SFSWUA.
- b. SFSWUA will pay WUA for water delivered from water rights owned by WUA at the rate of ninety percent (90%) of the Metropolitan Water District of Southern California's (MWD) tier 1 full service non interruptible treated volumetric cost per acre foot or equivalent if MWD changes their rate structure.
- 6. <u>Term.</u> The initial term of this Agreement shall be for a period of five (5) years, with the mutual option to renew for two (2) terms of five (5) years in length.
- Acts of God. Should any of the facilities experience damage determined to have been proximately caused by earthquakes in excess of a magnitude of 3.5 on the Richter scale, flood, fire, or any other natural disaster, then this

- agreement may be terminated without any liability to WUA. The water supply needs of WUA shall remain priority.
- 8. <u>Liability.</u> Each of the parties hereto does hereby hold the other party, its public officials, officers, agents, and employees, free and harmless from any claim, demand or judgment arising out of its activities pursuant to this Agreement.
- 9. <u>Termination.</u> This agreement may be terminated at any time with or without cause by WUA and/or SFSWUA upon giving a one hundred eighty (180) calendar days written notice to either party. Said notice shall specify the effective date of the termination.

WUA shall provide water for a period of up to one hundred eighty (180) days after the termination of this Agreement. SFSWUA shall compensate WUA for delivery of water at the rate described in Section 5a.

In the event that SFSWUA operations oversight responsibility is transferred to another agency, WUA may terminate this agreement upon thirty (30) days written notice.

10. <u>Indemnification.</u> SFSWUA shall hold harmless, defend at its own expense, and indemnify WUA, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent acts or omissions, or acts of willful misconduct of SFSWUA or of its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from WUA's negligence or willful misconduct.

WUA shall hold harmless, defend at its own expense, and indemnify SFSWUA, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent acts or omissions, or acts of willful misconduct of WUA or of its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from SFSWUA's negligence or willful misconduct.

11. <u>Notices.</u> Notices pursuant to this Agreement shall be in writing, and shall be served by personal service upon the parties to be notified, or by the deposit of the same in the course of transmission of the United States Postal Service, postage pre-paid, addressed to the parties as follows:

SFSWUA:

SFSWUA

Attention: Director of Public Works

11710 Telegraph Road SFSWUA, CA 90670

WUA:

WHITTIER UTILITY AUTHORITY

Attention: Director of Public Works

13230 East Penn Street

Whittier, California 90602-1772

Service shall be deemed given as of the date of personal service, or in the event of the use of the postal service, on the second day following deposit of the same in the course of transmission of the said service, as reflected by the official U.S. postmark.

- 12. <u>Waiver</u> No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 13. Attorneys Fees. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
- 14. <u>Headings.</u> Section and subsection headings are not to be considered part of Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.
- Arbitration. Any dispute, claim or controversy arising out of or connected with performance of this contract or its interpretation is subject to arbitration. A party desiring arbitration shall give written notice to the other party, containing a general description of the controversy to be subjected to arbitration and designating an arbitrator by name and address. Within 30 days after such notice, the other party shall designate an arbitrator in writing by name and address.

The two arbitrators so selected shall choose a third arbitrator within 30 days after the other party's arbitrator is designated. The arbitrators shall give

written notice of the time and place of the hearing. If a party fails to designate an arbitrator, the arbitrator appointed by the other party shall serve as sole arbitrator.

The award of the majority of the arbitrators shall be non-binding. After entry of the arbitration award, any party may demand a trial de novo, both as to the law and the facts. The right must be timely exercised under CCP § 1141.20.

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

	WHITTIER UTILITY AUTHORITY
	By Joseph A. Vinatieri, Chair
ATTEST:	
Lisa Pope, Secretary	APPROVED AS TO FORM:
	By Richard D. Jones, WUA Attorney
,	Santa Fe Springs Water Utility Authority
	By Jay Sarno, Chairperson
ATTEST:	
Janet Martinez, Secretary	
	APPROVED TO FORM:
	By Yolanda Summerhill, SFSWUA Attorney

FOR ITEM NO. 6 PLEASE SEE ITEM NO. 9A

FOR ITEM NO. 7A PLEASE SEE ITEM NO. 9A

NEW BUSINESS

Resolution SA-2018-001 — Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 18-19) for the Period July 1, 2018 through June 30, 2019

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2018-001.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies were originally required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. Effective July 1, 2016, the ROPS period changed from semi-annual to annual.

The ROPS is required to be considered and approved by the Successor Agency Board and Oversight Board ("OB"). Once approved, the ROPS and OB Resolution are submitted to the California Department of Finance ("DOF") for subsequent review and final approval. The approved ROPS is then used by Los Angeles County to distribute property tax funds from the Redevelopment Property Tax Trust Fund ("RPTTF") to the Successor Agency in order to pay the approved obligations. The RPTTF deposits consist of the tax increment formerly allocated the Community Development Commission. Any RPTTF deposits in excess of the approved obligations are distributed to various taxing agencies, including the City.

Attached for approval is the annual ROPS covering the period of July 1, 2018 through June 30, 2019. The ROPS has been prepared using the format mandated by DOF. In addition to listing the enforceable obligations, the ROPS includes a summary, as well as a table detailing the available balances retained by the Successor Agency.

The obligations reported on this ROPS are consistent with prior periods and include bond debt service payments, repayment of the General Fund advance to the Successor Agency, professional services, property management, and administrative costs.

The only new item added to the ROPS this period is the debt service payments on the 2017 Tax Allocation Refunding Bonds ("2017 Bonds"). The 2017 Bonds closed

Report Submitted By: Travis Hickey

Finance and Administrative Services

Date of Report: January 22, 2018

City of Santa Fe Springs

Successor Agency Meeting

January 30, 2018

on December 21, 2017 and were issued to refund the outstanding 2007 Tax Allocation Bonds. The 2017 Bonds were issued to take advantage of low interest rates and generate savings over the remaining term of the bonds through September 2022. The additional savings will be passed on to all of the taxing agencies in the form of additional RPTTF distributions. The total savings were approximately \$11.2 million with the savings from the lower interest cost being just under \$1.3 million. Approximately \$9.3 million in excess reserve funds were used to "buy down" the new bonds, which is a significant part of the cash flow savings. The cash flow savings will be realized by the taxing agencies evenly over the next 5 years rather than only at maturity.

Estimated obligations to be funded with distributions from the RPTTF, reserves, and other miscellaneous revenues during fiscal year 2018-19 are summarized as follows:

Bonded Debt Payments (Sept 2018)	\$9,040,000
General Fund Advance Repayment	3,158,513
Bonded Debt Payments (March/Sept 2019)	2,766,069
Administrative Cost Allowance	339,581
Property Management Costs	13,500
Professional Fees	12,385
Total	\$15,330,048

The September 2018 bond payments (\$9,040,000) include \$3,369,987 which has already been received by the City. However, the amount is required to be included on the ROPS in order to reflect the distribution which will be made from fiscal agent accounts in September 2018. This amount will not be included in the RPTTF distribution to be received in June 2018.

The ROPS must be submitted to the Department of Finance by February 1, 2018. The ROPS was reviewed and approved by the OB on January 24th, 2018.

FISCAL IMPACT

As detailed in the ROPS, the funding for listed obligations in the amount of \$15,330,048 will be from the RPTTF, reserves, and other funds on hand.

Interim City Manager

Attachments:

Resolution No. SA-2018-001

Exhibit A – ROPS for July 1, 2018 through June 30, 2019 (ROPS 18-19)

Report Submitted By: Travis Hickey

Finance and Administrative Services

Date of Report: January 22, 2018

RESOLUTION NO. SA-2018-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2018 THROUGH JUNE 30, 2019 (ROPS 18-19)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(g) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedule (ROPS), attached hereto as Exhibit "A", as described in Sections 34171 and 34177 of the aforesaid Code, for the period July 1, 2018 through June 30, 2019.

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

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 30th day of January, 2018 by the following roll call vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
	Jay Sarno, Mayor	
ΔΤΤΕΝΤ:	day damo, mayor	

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Janet Martinez, CMC, City Clerk

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency:	Santa Fe Springs
County:	Los Angeles

Currei	nt Period Requested Funding for Enforceable Obligations (ROPS Detail)	18 (July	18-19B Total (January - June)	ROPS 18-19 Total		
Α	Enforceable Obligations Funded as Follows (B+C+D):		5,620,256	\$ -	\$	5,620,256
В	Bond Proceeds		<u>.</u>	-		-
С	Reserve Balance		3,369,98 7	_		3,369,987
D	Other Funds		2,250,269	<u>.</u>		2,250,269
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):		6,761,298	\$ 2,948,494	\$	9,709,792
F	RPTTF		6,591,507	2,778,704		9,370,211
G	Administrative RPTTF		169,791	169,790		339,581
Н	Current Period Enforceable Obligations (A+E):	\$	12,381,554	\$ 2,948,494	\$	15,330,048

Certification of Oversight Board Chairman: Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

	Name	Title
/s/		
	Signature	Date

Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 18-19) - ROPS Detail

July 1, 2018 through June 30, 2019

(Report Amounts in Whole Dollars)

F		·	_	1	7	1	1	(//epo	Tt Ailloui	its in whole Doi	idiol	r T			1			T	_		T	
	В	c	D	E	F	G	н	1	J	к	L	M	N	0	Р	Q	R	s	т	U	v	w
												18-19	A (July - Decen	nher)				18-19	9B (January -	June		
- 1										19			Fund Sources	ibor					Fund Sources			
				Contract/Agreement				Total Outstanding		ROPS 18-19			runu sources			18-19A		1	Tunu Sources			18-19B
m#	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Termination Date	Payee	Description/Project Scope	Project Area	Debt or Obligation	Retired	Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Total
								\$ 118,432,975		\$ 15,330,048	\$ -	\$ 3,369,987	\$ 2,250,269	\$ 6,591,507	\$ 169,791	\$ 12,381,554	\$.	5 +	\$ -	\$ 2,778,704	\$ 169,790	
5 2	2006 Tax Allocation Bonds Series A	Bonds Issued On or Before	12/7/2006	9/1/2028	US Bank	Redevelopment Activities	Consolidated	49,515,000	N	\$ 920,000						5			—	920,000		\$ 920,
	2007 Tax Allocation Refunding Bonds Series A	Bonds Issued On or Before 12/31/10	6/5/2007	9/1/2022	US Bank	Refund 1997, 1998, and Portion of 2002 Bonds	Consolidated		4	\$,
11 2	2010 SERAF Loan	City/County Loans On or Before 6/27/11	5/10/2010	6/30/2018	2006 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Consolidated	10,504,722	N	\$ -						\$						5
12	2010 SERAF Loan	City/County Loans On or Before 6/27/11	5/10/2010	6/30/2018	2006 CDC Bond Fund	Loan to Fund 2010 SERAF Payment	Washington Blvd.	145,154	N	\$ -						\$ -						5
	Tax Increment Loan - Sales Tax	City/County Loan (Prior 06/28/11), Cash exchange	6/5/1987	6/30/2017	City of SFS	Tax Increment Loan - Sales Tax (Washington Blvd.)	Washington Blvd.	1.4	Υ	\$ -		1 = 11				s -						\$
15	(Washington Blvd.) Tax Increment Loan (Washington	Third-Party Loans	6/5/1987	6/30/2018	Los Angeles County	Tax Increment Loan (Washington	Washington Blvd.	7,900,000	N	\$ -						s -						\$
16	Blvd.) 1992 Redevelopment Refunded	Miscellaneous	9/1/2002	6/30/2018	Arnold D Horodas	Blvd.) Called registered principal - CUSIP	Consolidated	10,200	N	\$ -						\$ -						\$
	Bonds - Unclaimed Funds 1992 Redevelopment Refunded	Miscellaneous	9/1/2002	6/30/2018	Arnold D Horodas	802188EG3 Called registered principal - CUSIP	Consolidated	15,300	N	\$ -						s -			-			\$
	Bonds - Unclaimed Funds 1992 Redevelopment Refunded	Miscellaneous	9/1/2002	6/30/2018	Mova E Monroe	802188EH1 Called registered principal - CUSIP	Consolidated	5,100	N	\$ -		1	-			s -			-			S
1	Bonds - Unclaimed Funds			6/30/2018	Arnold D Horodas	802188EE8 Registered interest	Consolidated	800												-		
	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	9/1/2001	NA CONTRACTOR	V. 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10		200000000000000000000000000000000000000	223		,												•
	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	3/1/2002	6/30/2018	Arnold D Horodas	Registered interest	Consolidated	800		5 -				1		5						S
	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	9/1/2001	6/30/2018	Arnold D Horodas	Registered interest	Consolidated	800	N	\$ -						\$					1	\$
	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	9/1/2001	6/30/2018	Moya E Monroe	Registered interest	Consolidated	150	N	\$.						\$ -						s
	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	3/1/2002	6/30/2018	Moya E Monroe	Registered interest	Consolidated	150	N	\$ -						\$ -			1			\$
25	1992 Redevelopment Refunded	Miscellaneous	9/1/2002	6/30/2018	Moya E Monroe	Registered interest	Consolidated	150	N	\$ -						s -	1					S
26	Bonds - Unclaimed Funds Proportional Share of Unfunded	Unfunded Lieblites	2/10/2011	6/30/2042	City of SFS	Obligation to Share in Payment of	Combined		N.													
	Liabilities Loan with City for DOF Lawsort	City/County Loans After	6/9/2013	12/31/2015	City of SFS	Unfunded Liebilities Loan to cover lawsuit costs	Consolidated		IN									1				
45	Weed Abatement	6/27/11 Property Maintenance	7/1/2018	6/30/2019	Mayfield Enterprises	Weed Abatement Service	Consolidated	3,500	N	\$ 3,500				1,750		\$ 1,750		1		1,750		s 1.7
	Administrative Expenses	Admin Costs	7/1/2018	6/30/2019	City of SFS	Successor Agency Administration	Consolidated	339,581	N	\$ 339,581					169,791	169,791			- 9		169,790	
	Fiscal Agent Fees	Professional Services	7/1/2018	6/30/2019	US Bank	Fiscal Agent Fees	Consolidated	7,850	N	\$ 7,850				6,500	37.51	\$ 6,500				1,350		\$ 1,
66	Property Disposition Agreement	Property Dispositions	7/8/2008	6/30/2017	McGranahan Carlson & Company	Agreement for disposition of sales proceeds	Consolidated	2,102,185	N	\$ -						\$						\$
67	2016 Tax Allocation Refunding	Bonds Issued After 12/31/10	7/28/2016	9/1/2024	US Bank	Refund prior bonds for savings	Consolidated	21,031,500	N	\$ 5,794,004				5,670,013		5,670,013				123,991		\$ 123,
68	Continuing Disclosure	Professional Services	10/5/2016	6/30/2029	Urban Futures Inc.	Continuing Disclosure Services - Bond	s Consolidated	38,973	N	\$ 4,535		11				s -				4,535		\$ 4,
60	Arbitrage Rebate Calculations	Professional Services	7/1/2016	6/30/2029	BLX Group	Arbitrage Rebate Calculations	Consolidated	12,500	N	s -						s -	7					5
	Advance from General Fund	City/County Loan (Prior	9/23/2010	6/30/2021	City of Santa Fe Springs	Advance from City General Fund	Consolidated	9,593,199	N	\$ 3,158,513			2,250,269	908,244		\$ 3,158,513			1			5
77.		06/28/11), Cash exchange	740040	0000000	07	Water and formand and	Constituted	10,000	NI.	\$ 10,000				5.000		5.000		-	1	5,000		\$ 5.0
72	Water 2017 Tax Allocation Refunding Bonds	Property Maintenance Bonds Issued After 12/31/10	7/1/2018 12/21/2017	6/30/2019 9/1/2022	City of Santa Fe Springs US Bank	Water costs for vacant land Refund prior bonds for savings	Consolidated Consolidated	10,000 17,195,361	N	\$ 5,092,065		3,369,987		5,000		\$ 3,369,987				1,722,078		\$ 1,722,

Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances July 1, 2015 through June 30, 2016 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet

A	В	С	D	E	F	G	H	4.1
		Bond P	roceeds	Reserve	e Balance	Other	RPTTF	
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/15)							
		13,884,210		600	9,848,943	1,927	55	
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016.	12,224,920				3,292	14,004,751	
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	12,187,792			9,848,943	1,942	3,561,550	
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	13,921,338			3,010,010	1,012	10,348,178	
5	ROPS 15-16 RPTTF Balances Remaining			No entry required			.515.51.13	
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)							

	Santa Fe Springs Recognized Obligation Payment Schedule (ROPS 18-19) - Notes July 1, 2018 through June 30, 2019
ltem #	Notes/Comments
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NEW BUSINESS

Resolution SA-2018-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2018 through June 30, 2019

RECOMMENDATION

That the Successor Agency adopt Resolution No. SA-2018-002.

BACKGROUND

Health and Safety Code ("HSC") Section 34177 requires the Successor Agency to prepare an Administrative Budget that covers the administrative costs to comply with the Dissolution Bills. It is important to point out that the Administrative Budget that is presented here is also included in the Recognized Obligation Payment Schedule ("ROPS") 18-19 (July 2018 – June 2019). However, the Administrative Budget itemizes the administrative costs whereas the ROPS identifies it as a single line item. As with the ROPS, the Department of Finance ("DOF") requires the Successor Agency to prepare an Administrative Budget every year, whereas previously it was every six months. The proposed resolution sets forth the Successor Agency's Administrative Budget for the period July 1, 2018 through June 30, 2019.

The proposed Administrative Budget (attached) consists of the Successor Agency's personnel and non-personnel city support service costs anticipated for Fiscal Year 2018-19. The Successor Agency personnel for which salaries and benefits are listed include the City Manager, Director of Finance & Administrative Services, Director of Planning, Accounting Manager, Accountant, and City/Successor Agency Clerk, all of whom will spend a significant amount of their time working on Successor Agency matters. Non-personnel costs include Successor Agency and Oversight Board legal counsel, liability insurance for the Oversight Board, auditing and other professional services, and travel and meeting costs.

Under HSC Section 34171(b), the annual administrative cost allowance is the greater of 3% of property taxes allocated to the Successor Agency in the prior year or \$250,000. The amount claimed on the ROPS 18-19 is based on the property tax allocation method.

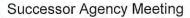
The legislation requires that the Administrative Budget be approved by both the Successor Agency and the Oversight Board before any distributions from the County's property tax trust fund are made to the Successor Agency. The distributions of property tax trust funds by Los Angeles County for this period are scheduled for June 1, 2018 and January 2, 2019.

Report Submitted By: Travis Hickey

Director of Fiscal Services

Date of Report: January 20, 2018

City of Santa Fe Springs



January 30, 2018

FISCAL IMPACT

The administrative budget will be funded with a distribution from the Redevelopment

Property Tax Trust Fund ("RPTTF").

Don R. Powell

Interim City Manager

Attachments:

Resolution No. SA-2018-002

Exhibit A - Successor Agency Administrative Budget for July 1, 2018 - June 30,

2019

Date of Report: January 20, 2018

APPROVED: ITEM NO.:

RESOLUTION NO. SA-2017-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET FOR THE FISCAL PERIOD OF JULY 1, 2017 TO JUNE 30, 2018 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "A", as described in Section 34171 of the California Health and Safety Code, for the fiscal period of July 1, 2018 to June 30, 2019.

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

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 30th day of January, 2018 by the following roll call vote:

ABSTAIN:		
ATTEST:	Jay Sarno, Mayor	
Janet Martinez. CMC. City Clerk		

EXHIBIT A

Resolution SA-2018-002 January 30, 2018

CITY OF SANTA FE SPRINGS

Successor Agency to the Santa Fe Springs Community Development Commission Administrative Budget Fiscal Period July 1, 2018 – June 30, 2019

Description	Jul 2018 – Jun 2019
Salaries	\$ 82,100
Applied Benefits	122,000
Total Personnel Costs	204,100
City Support Services (Overhead)	102,050
Professional Services	14,500
Independent Audit Services	13,000
Oversight Board Legal Services	2,500
Oversight Board Insurance Coverage	2,000
Travel/meetings/training	1,431
Total Non-Personnel Costs	135,481
Total Budget	\$ 339,581



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

December 14, 2017

1. CALL TO ORDER

Mayor Rounds called the meeting to order at 6:08 p.m.

2. ROLL CALL

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

Members absent: None

Fernando Muñoz announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

a. <u>Minutes of the November 20, 2017, Public Financing Authority Meeting</u> **Recommendation:** That the Public Financing Authority approve the minutes as submitted.

Monthly Reports

b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)</u>

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

It was moved by Council Member Trujillo, seconded by Council Member Moore, approving Item No. 3A, and 3B, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

4. **NEW BUSINESS**

a. Resolution PFA-2017-001 – Authorizing Official Actions and Execution of Documents Related to the Redemption of Its 2005 Water Refunding Revenue Bonds, Series A

Recommendation: That the Public Financing Authority:

 Approve the attached Resolution No. PFA-2017-002 authorizing official actions and execution of documents related to the redemption of its 2005 Water Refunding Revenue Bonds, Series A.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno,

Minutes of the December 14, 2017 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

approving Item No. 4A, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Naves:

None

WATER UTILITY AUTHORITY

5. CONSENT AGENDA

Approval of Minutes

a. <u>Minutes of the November 20, 2017 Water Utility Authority Meeting</u> **Recommendation:** That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

b. <u>Monthly Report on the Status of Debt Instruments Issued through the Water Utility</u> Authority (WUA)

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

c. Status Update of Water-Related Capital Improvement Projects

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

It was moved by Council Member Trujillo, seconded by Council Member Moore, approving Item No. 5A, 5B, & 5C, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Naves:

None

NEW BUSINESS

6. a. Resolution WUA-2017-002 – Approving the Issuance and Delivery of the Santa Fe Springs Water Utility Authority 2018 Subordinate Water Revenue Bonds, Approving a Second Amendment to the Water Enterprise Lease Agreement, an Indenture of Trust, and a Bond Purchase Contract and Authorizing Official Actions and Execution of Documents Related Thereto

Recommendation: That the Water Utility Authority:

 Approve the proposed financing and adopt the attached Resolution No. WUA-2017-002 approving the issuance of refunding bonds to refund outstanding 2005 Water Revenue Bonds and the execution of necessary financing documents.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving Item No. 6A, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

HOUSING SUCCESSOR

7. Minutes of the November 9 and November 20, 2017 of the Housing Successor Agency. Recommendation: That the Housing Successor approve the minutes as submitted.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore, approving Item No. 7, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

SUCCESSOR AGENCY

8. <u>Minutes of the November 9 and November 20, 2017 of the Successor Agency.</u>

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

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Sarno, approving Item No. 8, by the following vote:

Aves:

Moore, Trujillo, Zamora, Sarno, Rounds

Naves:

None

CITY COUNCIL

9. CONSENT AGENDA

- a. <u>Minutes of the November 9 and November 20, 2017 City Council Meetings</u> **Recommendation:** That the City Council:
 - Approve the minutes as submitted.
- b. <u>Community Facilities District No. 2002-1 (Bloomfield-Lakeland) Annual Special Tax Levy Report for Fiscal Year 2016-17</u>

Recommendation: That the City Council:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2016-17.
- c. <u>Community Facilities District No. 2004-1 (Bloomfield-Florence) Annual Special Tax</u> Levy Report for Fiscal Year 2016-17

Recommendation: That the City Council:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2016-17.
- d. <u>Reclassification of Full-Time Position and Creation of New Part-Time (non-benefitted) position</u>

Recommendation: That the City Council:

- Eliminate one Full-time Public Relations Specialist position in the City Manager's Office
- Reclassify one Full-time Administrative Clerk II position (in the City Manager's Office) to Secretary to the City Manager and City Council;
- Creaté one Part-time Public Affairs Intern Position in the City Manager's Office
- Adopt a revised Citywide Salary Schedule inclusive of the above personnel actions.

e. Approval of Resolution No. 9566 – A Resolution of the City Council of the City of Santa Fe Springs Setting the Monthly Amount of Reimbursement for Use of Private Vehicles

Recommendation: That the City Council:

Approve Resolution No. 9566.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, approving Item No. 9A through 9E, by the following vote:

Aves:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

MAYOR REQUESTED ITEM

- 10. Consider Adding a Traffic Enforcement Officer Detail on a Six Months Pilot Basis

 Recommendation: That the City Council:
 - Consider adding a Whittier Police Officer overtime detail for traffic enforcement, Monday through Friday (20 to 40 hours per week), on a six month pilot basis.
 - Direct staff to develop the costs of labor and equipment for this detail.
 - Direct staff to bring this matter back to the City Council on a future agenda for final consideration.

Mayor Rounds commented that the City has had a traffic officer with the City of Whittier for over 20 years. One of the main concerns when speaking to the public is the increase of traffic. Mayor Rounds would like to bring forth a discussion regarding the addition of another traffic officer and starting a pilot program in January of 2018.

Council Member Moore requested reports from the Whittier Police Department regarding the pros and cons about having another traffic officer.

Council Member Trujillo inquired whether Whittier Police Department had to train an officer as a traffic officer.

Whittier Police Chief Jeff Piper stated officers could work different shifts depending on the needs as an option.

Mayor Rounds stated the item would be brought back for discussion sometime in the spring.

Council Member Moore inquired what time during the day this would take into effect. He also stated that due to the I-5 construction, more people are taking the city streets to circumvent traffic.

Chief Piper responded and stated it would depend on costs.

Mayor Rounds noted that residents have given compliments to the traffic officers on the good work they have done so far.

It was moved by Council Member Moore, seconded by Council Member Zamora, to consider adding a Whittier Police Officer overtime detail for traffic enforcement, Monday through Friday (20 to 40 hours per week), on a six month pilot basis, to direct staff to develop the costs of labor and equipment for this detail, and to direct staff to bring this matter back to the City Council on a future agenda for final consideration, by the following vote:

Aves:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

COUNCIL MEMBER REQUESTED ITEM

11. Annual City-Wide Yard Sale

Recommendation: That the City Council:

• Discuss and consider an annual Community Yard Sale.

Council Member Moore stated that the members of the Beautification Committee requested this item. Residents would like to see one weekend in the spring where the city can have a yard sale without requiring a permit. It would help with recycling and getting rid of unwanted items. City staff would work with rubbish haulers to remove remaining items. Council Member Moore stated that according to research a number of cities have this option in their City. He also noted that the City Council could determine a date and the hours.

Council Member Zamora provided a suggestion of having half of the city allowed on one day and the other half of the city on another day, citing having one yard sale would bring about issues regarding accessibility.

Council Member Moore stated having one City-wide yard sale would encourage more residents to participate.

Mayor Rounds stated that other cities, people from outside the City went to these yard sales and had a successful turnout. He requested for Dino Torres, Director of Police Services could work on this item to be brought back in the near future.

Interim City Manager Don Powell stated that Management Assistant Maribel Garcia would continue to work on this item and have it come back on the next agenda in 30 days.

PUBLIC HEARING

12. Alcohol Sales Conditional Use Permit Case No. 73

A request for approval of Alcohol Sales Conditional Use Permit Case No. 73 to allow the operation and maintenance of an alcoholic beverage use involving the wholesale distribution of wine, at Bronco Wine Company, located within the Heavy Manufacturing (M-2) Zone at 9911 Romandel Avenue. (Bronco Wine Company)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 73, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 73 subject to the conditions of approval contained within this report.

Report was provided by Luis F. Collazo

The public hearing was opened at 6:19 p.m.

There were no speakers that appeared to speak on item no. 12.

The public hearing was closed at 6:19 p.m.

Director of Police Services Dino Torres stated that this is a routine warehouse type 73alcohol license. It is not open to the public, only for people and or businesses picking up or transporting from that location.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Trujillo, approving Alcohol Sales Conditional Use Permit Case No. 73 subject to the conditions of approval contained within this report, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

PUBLIC HEARING

13. Resolution No. 9567 – Approving the issuance of revenue bonds by the California Municipal Finance Authority (CMFA) for the benefit of Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer) for the acquisition, rehabilitation, improvement and equipping of a 141-unit multifamily rental housing project located at 11011 Cultura Street, Santa Fe Springs, generally known as Pioneer Gardens and located in the R-3-PD, Multiple-Family Residential-Planned Development Overlay, Zone

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding the City the issuance of revenue bonds by the CMFA for the benefit of Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer) for the acquisition, rehabilitation, improvement and equipping of a 141-unit multifamily rental housing project located at 11011 Cultura Street, Santa Fe Springs, generally known as Pioneer Gardens.
- Conduct the Public Hearing under the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code).
- Adopt Resolution 9567, approving the issuance of the Bonds by the CMFA for the benefit of Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer) for the acquisition, rehabilitation, improvement and equipping of a 141-unit multifamily rental housing project located at 11011 Cultura Street, Santa Fe Springs, generally known as Pioneer Gardens, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following)
- Authorize the Mayor of designee thereof to execute the Agreement

Regarding TEFRA Hearing.

City Attorney Yolanda M. Summerhill stated that this item would not be going forward. The City will re-notice this item at a later date and time if it needs to be brought back for consideration.

Mayor Rounds stated that this item would be pulled from this agenda.

OLD BUSINESS

14. Procedure for Approving and/or Denying Claims Brought Against the City

Recommendation: That the City Council:

 Adopt Resolution No. 9562 of the City Council of the City of Santa Fe Springs establishing a policy which delegates to the California Joint Powers Insurance Authority responsibility for handling claims in the amount of \$10,000 or less as authorized by Government Code Section 910 et. seq.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, approving the adoption of Resolution No. 9562 of the City Council of the City of Santa Fe Springs establishing a policy which delegates to the California Joint Powers Insurance Authority responsibility for handling claims in the amount of \$10,000 or less as authorized by Government Code Section 910 et. Seq., by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

NEW BUSINESS

15. Resolution No. 9563 – Approving Use of Senate Bill 1 Funds for Greenleaf Avenue Rehabilitation Project

Recommendation: That the City Council:

- Adopt Resolution No. 9563 approving the Greenleaf Avenue Rehabilitation Project to be partially funded by Senate Bill 1-The Road Repair and Accountability Act; and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.

It was moved by Council Member Moore, seconded by Council Member Trujillo, to adopt Resolution No. 9563, approving the Greenleaf Avenue Rehabilitation Project to be partially funded by Senate Bill 1-The Road Repair and Accountability Act; and to authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

16. Renewal and Approval of Use Agreement for Athletic Fields and Facilities with Santa Fe Springs 49ers Youth Football Sport Organization and Other Field Use Updates

Recommendation: That the City Council:

 Renew and approve the Use Agreement for Athletic Fields and Facilities with the Santa Fe Springs 49ers Youth Football sport organization.

Mayor Pro Tem Sarno commented that he wanted to renew the agreements closer to the time of rental so that all the details were in place for the season. Council Member Moore suggested pulling the item.

Mayor Rounds announced that the item would be pulled and brought back at a later meeting.

Parks and Recreation Director Adam Matsumoto stated that the agreements would be brought back closer to the beginning of the organization's 2018 season. Council Member Trujillo thanked the leaders of the sports organization for attending the meeting.

17. Consideration of Second Extension of an Exclusive Negotiating Agreement By and Between the City of Santa Fe Springs and SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs

Recommendation: That the City Council:

 Authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 210 days, the Exclusive Negotiating Agreement with SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs.

Interim City Manager Don Powell stated that after a meeting with the hotel developer, there would be a correction from 210 days to 90 days.

It was moved by Mayor Pro Tem Sarno, seconded by Council Member Moore, to authorize the Mayor or designee thereof, to execute all documents and take any actions necessary and appropriate to extend, for an additional 90 days, the Exclusive Negotiating Agreement with SFS Hospitality, LLC for Development of a Hotel or Hotels within the City of Santa Fe Springs, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

18. Authorize the Purchase of Two (2) 2018 Altec Aerial Utility Vehicles

Recommendation: That the City Council:

Authorize the Director of Purchasing Services to purchase two (2) 2018
 Altec Aerial utility vehicles from Altec Industries, Inc. utilizing the National
 Joint Powers Alliance (NJPA) cooperative contract number 031014-ALT;
 and authorize a purchase order to be issued in the amount of \$211,861 for
 this transaction.

It was moved by Council Member Moore, seconded by Council Member Zamora, authorizing the Director of Purchasing Services to purchase two (2) 2018 Altec Aerial utility vehicles from Altec Industries, Inc. utilizing the National Joint Powers

Alliance (NJPA) cooperative contract number 031014-ALT; and authorize a purchase order to be issued in the amount of \$211,861 for this transaction, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

19. Clarke Estate Windows/Door Frame Restoration Project – Additional Appropriation

Recommendation: That the City Council:

- Approve appropriation funds of \$52,000 from the Bond Funded Capital Improvement Projects Fund to Activity No. 455-397-S032 to complete installation of the Clarke Estate Windows/Door Frames; and
- Authorize the Director of Public Works to complete installation of the new Clarke Estate windows/door frames with City forces.

Mayor Rounds asked if this this would complete the project. Director of Public Works Noe Negrete said that they estimated everything would be completed by the end of March, in time for the wedding season.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to approve appropriation funds of \$52,000 from the Bond Funded Capital Improvement Projects Fund to Activity No. 455-397-S032 to complete installation of the Clarke Estate Windows/Door Frames; and to authorize the Director of Public Works to complete installation of the new Clarke Estate windows/door frames with City forces, by the following vote:

Aves:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

20. Snake Basket Fountain - Review Security Options

Recommendation: That the City Council:

- Evaluate Snake Basket Fountain security options reviewed by the Heritage Arts Advisory Committee (HAAC);
- Approve a security option for the Snake Basket Fountain;
- · Approve an appropriation from the Art Fund; and
- Authorize the Director of Public Works to install the approved security option for the Snake Basket Fountain.

Director of Public Works Noe Negrete stated that there are three different options available. The options available are to keep the decorative tiles from being stolen and to stop children playing on the fountain since it is not currently operational. Option 1 is to put a screening, which is the most costly option, and people can jump over the screening fence. Option 2 will utilize used fencing and use that instead of purchasing new fencing. It will be applied like Option 1. He noted it would be the least costly option. Option 3 would be use a cover to cover to the fountain. This is the least favorable option due to the cover not being flush, which may cause a tripping hazard. Mr. Negrete recommended Option 2. He noted that the cover option would be uneven because of sculpture. He also stated that there would be a concern about kids going under the cover with the implementation of Option 3. Mayor Pro Tem Sarno asked if this would be a temporary solution. Noe Negrete stated yes, until the hotel decides what to do with it in the future since it

would be tied to them. Interim City Manager Don Powell said the hotel would take over the entire sculpture garden. Mayor Pro Tem Sarno asked what the cover would look like. Noe Negrete said that any design could be added.

It was moved by Council Member Moore, seconded by Council Member Trujillo, to evaluate Snake Basket Fountain security options reviewed by the Heritage Arts Advisory Committee (HAAC), to approve a security option for the Snake Basket Fountain, to approve an appropriation from the Art Fund; and to authorize the Director of Public Works to install the approved security option for the Snake Basket Fountain, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Naves:

None

21. Adoption of Resolution No. 9564 – Authorizing the Library Services Division Director to accept and administer the California State Library "Libraries Illuminated" Grant

Recommendation: That the City Council:

 Approves Resolution No. 9564 authorizing the Library Services Division Director in the Department of Community Services to accept and administer the California State Library "Libraries Illuminated" grant.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, approving Resolution No. 9564 authorizing the Library Services Division Director in the Department of Community Services to accept and administer the California State Library "Libraries Illuminated" grant, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

22. <u>Appointment of Representatives to the Greater Los Angeles County Vector Control</u>
District Board of Trustees

Recommendation: That the City Council:

 Appoint a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative for a 2 or a 4 year term commencing on January 1, 2018.

Mayor Rounds noted that Luis Gonzalez has been their representative for several years. He stated that he would like to reappoint him for another two-year term so long as the rest of the council approved.

It was moved by Mayor Rounds, seconded by Council Member Zamora, to appoint Luis Gonzalez as a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative for a two-year term commencing on January 1, 2018, by the following vote:

Aves:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

Minutes of the December 14, 2017 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

23. Resolution 9565 – Approving the Issuance and Delivery of the Santa Fe Springs Water
Utility Authority 2018 Subordinate Water Revenue Bonds, Approving a Second
Amendment to the Water Enterprise Lease Agreement, an Indenture of Trust, and a Bond
Purchase Contract and Authorizing Official Actions and Execution of Documents Related
Thereto

Recommendation: That the City Council:

 Approve the proposed financing and adopt the attached Resolution 9565 approving the issuance of refunding bonds to refund outstanding 2005 Water Revenue Bonds and the execution of necessary financing documents.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Sarno, to approve the proposed financing and adopt the attached Resolution 9565 approving the issuance of refunding bonds to refund outstanding 2005 Water Revenue Bonds and the execution of necessary financing documents, by the following vote:

Ayes:

Moore, Trujillo, Zamora, Sarno, Rounds

Nayes:

None

Mayor Rounds recessed the meetings at 6:31 p.m. Mayor Rounds convened the meeting at 7:07 p.m.

24. INVOCATION

Invocation was led by Mayor Pro Tem Sarno.

25. PLEDGE OF ALLEGIANCE

Mayor Rounds led the Pledge of Allegiance.

26. INTRODUCTIONS

 Representatives from the Chamber of Commerce: CEO Kathy Fink, Liz Buckingham from Friendly Hills Bank, and Scott Radcliff.

27. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Rock-In-The-New-Year Karaoke, January 11, 2018
- Stuffed Animal Sleepover, January 19, 2018
- Open the window to your future, January 24, 2018

Masters of Harmony came in to perform to the audience. Mayor Rounds talked about the history regarding the Masters of Harmony and thanked them for their performance.

Minutes of the December 14, 2017 Public Finance Authority, Water Utility Authority, Housing Authority, Successor Agency and City Council Meetings

Santa came in to the council chamber and wished everyone a Merry Christmas. He thanked the council for letting him ride around the city.

28. CITY MANAGER AND EXECUTIVE TEAM REPORTS

Noe Negrete, Public Works Director thanked the Fire Chief and wished him good luck on his retirement.

Wayne Morrell, Planning Director thanked the Fire Chief.

Dino Torres, Police Services Director spoke about a nine-day enforcement period when the overpass was being built over Orr & Day Road and Florence Avenue, resulting in 301 citations.

Maricela Balderas, Community Services Director spoke about the following; 1) Youth Leadership Committee raised over \$600.00 in support of a family in need; 2) Neighborly Elf Christmas Basket Program; 3) Tree lighting ceremony. She thanked the City Council for their support and proceeded to play a small video that captured the event. She then thanked the city council for all the help during the year. Finally, she wished everyone a successful 2018 and Fire Chief Mike Crook the best on his retirement.

Jose Gomez, Finance Director spoke about working with the City Council Audit Subcommittee to finalize the City's Annual Financial Report. It will be brought to the first City Council meeting in January. He also wished Mike Crook the best on his retirement.

Mike Crook, Fire Chief talked about the Ventura Fire. Nine firefighters from the City of Santa Fe Springs are helping combat the fire. 242,500 acres have been burned so far at 30% containment. Fourth largest fire in the history of California. Looking for full containment in January 7th. He wished the best for the rest of the firefighters helping fight the fire. Mike also noted that Los Angeles County has rolled out a text 911. The only caveat is having to put in the address when making a submission. He then spoke about the toy drive for kids. Lastly, he talked about the new redesign of the badge that is celebrating the 60th anniversary of the city. He then presented each Council Member with a badge, which were brought out by the Honor Guard.

Don Powell thanked the City Council for bringing him back during the holiday season. He wished everyone a Happy Christmas and a Happy New Year.

The following comments were made by the City Council:

Council Member Trujillo talked about the Miss Santa Fe Springs Event. She stated that it would be given back to City of Santa Fe Springs to take over.

29. PRESENTATIONS

- a. Presentation from Assembly Majority Leader Ian Calderon Legislative Update
- b. Recognition of the Santa Fe Springs Cali Kings for Winning the Xtreme Diamond State Championship.
- c. Appointment to Fire Chief Brent Hayward
- d. Presentation to Retiring Fire Chief Mike Crook

Succe	ssor Agency and City Council Meetings	
30.	APPOINTMENTS TO BOARDS, COMMITTE a. Committee Appointments There were no appointments made by Counc	
31.	ORAL COMMUNICATIONS There were no oral communications.	
32. Mayo	ADJOURNMENT r Rounds adjourned the meeting at 8:43 p.m. i	n memory of Elva West and Felipe Fierro.
	ATTEST:	William K. Rounds Mayor
	Janet Martinez City Clerk	Date

Minutes of the December 14, 2017 Public Finance Authority, Water Utility Authority, Housing Authority,





January 30, 2018

CONSENT AGENDA

<u>Approval of the Reinstatement of the Following Reclassifications: Director of Finance & Administrative Services and Human Resources Manager</u>

RECOMMENDATION

That the City Council take the following actions:

- Reclassify the current Assistant City Manager/Director of Finance and Administrative Services to Director of Finance and Administrative Services
- Reclassify the Sr. Human Resources Analyst to Human Resources Manager
- Adopt a revised Citywide Salary Schedule inclusive of the above personnel actions.

BACKGROUND

As a result of the recent departure of the Assistant City Manager/Director of Finance and Administrative Services, there are two recommended personnel actions that will better position City Staff to manage the overall operations of the City.

They are as follows:

- Reclassify the current Assistant City Manager/Director of Finance and Administrative Services position (Job Class #01600) to Director of Finance and Administrative Services (Job Class #02810)
- Reclassify the current Senior Human Resources Analyst (Job Class #14110) position to Human Resources Manager (Job Class #05000)

The pay ranges for the new positions are shown in the attached worksheet.

FISCAL IMPACT

The net savings from the elimination of the Assistant City Manager/Director of Finance position are approximately \$170,000 (annually). Additional staffing recommendations for the department will be forthcoming pending discussion with the permanent City Manager and development of the FY 2018-19 budget.

Interim City Manager

Attachment(s)

New Pay Ranges – Job Classes #02810 and #05000

Report Submitted By: Travis Hickey and Debbie Ford

Date of Report: January 23, 2018

Department

Finance and Administrative Services

Job Class Code 02810: Director of Finance & Administrative Services

	No	n-Physical Fitne:	SS	With Physical Fitness						
Step	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly				
A-1	10,811.265	4,989.815	62.373	11,406.321	5,264.456	65.805				
B-2	11,406.321	5,264.456	65.806	12,033.370	5,553.863	69.423				
C-3	12,033.370	5,553.863	69.423	12,695.612	5,859.513	73.243				
D-4	12,695.612	5,859.513	73.244	13,394.110	6,181.897	77.273				
E-5	13,394.110	6,181.897	77.274	14,130.999	6,522.000	81.524				

Job Class Code 05000: Human Resources Manager

	No	n-Physical Fitn	ess	With Physical Fitness						
Step	Monthly	Bi-Weekly	Hourly	Monthly	Bi-Weekly	Hourly				
A-1	8,022.603	3,702.740	46.284	8,463.030	3,906.014	48.825				
B-2	8,463.030	3,906.014	48.825	8,927.985	4,120.608	51.507				
C-3	8,927.985	4,120.608	51.508	9,419.600	4,347.508	54.343				
D-4	9,419.600	4,347.508	54.344	9,937.875	4,586.712	57.333				
E-5	9,937.875	4,586.712	57.334	10,482.810	4,838.220	60.477				

City Council Meeting

January 30, 2018

OLD BUSINESS

<u>Update Regarding Security Measures Implemented at the Clarke Estate and Heritage</u>
Park

RECOMMENDATION: That the City Council:

Receive and file the information

BACKGROUND

At the November 20, 2017 Council Meeting staff brought forth a series of security enhancement options coupled with preliminary cost estimates for both the Clarke Estate and Heritage Park; all requiring long-term investments in man power and/or high-end video management security systems. Consequently, discussion ensued regarding the viability of the security methods presented, with a preference by the Council for video cameras. Therefore, staff was directed to further explore the subject in addition to considering alternatives that could "harden the target".

Staff continues to search for practical and reasonably priced video camera systems that would deter illegal activity at both locations, keeping in mind that Heritage Park is more complex due to the footprint of the campus. Nonetheless, an increased presence of both Public Safety and Whittier Police Officer patrols to minimize intrusion or vandalism of these City assets takes place on a nightly basis. With this in mind, staff has crafted a series of security upgrades that would work in tandem with a video camera system that may or may not have Wi-Fi capabilities, which would significantly improve public safety's ability to discourage vandals. Said security enhancements are listed below by location.

- Additional interior motion sensors (Clarke Estate)
- Strategically enhanced lighting (Clarke Estate and Heritage Park)
- Additional patrols between 11pm and 7am (Clarke Estate and Heritage Park)
- Signage indicating area is being monitored (Clarke Estate and Heritage Park)
- Removal of structures facilitating 2nd story access (Clarke Estate)
- A complete inventory of all assets (Clarke Estate and Heritage Park)
- Quarterly maintenance of facility Alarm Systems (Clarke Estate and Heritage Park)

A presentation outlining the abovementioned bullet points has been prepared by staff for viewing if requested.

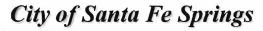
FISCAL IMPACT

Costs can be absorbed by the existing department budgets for the abovementioned enhancements, as proposed.

INFRASTRUCTURE IMPACT

None

Don Fowell Interim City Manager





City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Heritage Park Café Food Concession – Authorization to Advertise Request for Proposals</u>

RECOMMENDATION

That the City Council authorize the Director of Community Services to request proposals for the operation of the Heritage Park Café Food Concession.

BACKGROUND

At the December 18, 2014 City Council meeting, El Tepeyac Café was awarded a three year food concession agreement with the City to operate food concessions at Heritage Park. The City received a total of three proposals which included WoWo's Smokin BBQ and Fresh Gourmet, Inc. Per the agreement with the City, El Tepeyac Café would pay a \$500 a month lease for the duration of the agreement and operate 7 days a week at the Heritage Park Café. El Tepeyac Café terminated the contract on August 11, 2017.

SUMMARY

Since the termination of the Food Concession Agreement with El Tepeyac Café, the City has received numerous inquiries from restaurants expressing interest in operating at the Heritage Park Café. With this interest and the desire to have food services at Heritage Park, staff is requesting the Council to authorize the Request for Proposal (RFP) process. The RFP will solicit proposals for food concessions at the Heritage Park Café for daily services.

In addition City staff will conduct a survey of residents and the local community to gauge interest in food options at the Heritage Park Café. The survey will be conducted as both an electronic option on social media accounts as well as hard copies to be distributed at Heritage Park and the surrounding business communities. Those results will be utilized as part of the selection process.

FISCAL IMPACT

Unknown at this time.

LEGAL REVIEW

The City Attorney has reviewed the Request for Proposals and attachment for the Heritage Park Café.

Report Submitted By: Adam Matsumoto/Maricela Balderas
Department of Community Services

Date of Report: January 23, 2018

The Mayor may call upon Parks and Recreation Services-Division Manager, Adam Matsumoto to answer questions the Council may have regarding the staff report.

Don Powell Interim City Manager

Attachment(s)

- 1. Cover Letter
- 2. Request for Proposals
- 3. Instructions to Proposers
- 4. Scope of Services
- 5. Exhibit A

THE CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

HERITAGE PARK FOOD CONCESSION



Department of Community Services January 2018

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO

OWNER

City of Santa Fe Springs 11740 Telegraph Rd. Santa Fe Springs, CA 90670 Phone (562) 946-6476 FAX (562) 946-8593

Contact: Adam Matsumoto, Project Manager E-mail: adammatsumoto@santafesprings.org

REQUEST FOR PROPOSALS

HERITAGE PARK FOOD CONCESSION

The City of Santa Fe Springs is requesting proposals from qualified Food Concessionaires ("Concessionaires") to operate the Heritage Park food concession and provide a daily lunch menu and beverage service to park patrons. The operation of the food concession requires the Concessionaire to provide fresh ingredients daily and the necessary supplies, equipment and staffing to provide this amenity to the public.

The City of Santa Fe Springs invites proposals for the above stated services and will receive such proposals in the Director of Community Services Office, Gus Velasco Neighborhood Center, 9255 Pioneer Blvd. Santa Fe Springs, California 90670, until 3:00 p.m. on Wednesday, March 7, 2018.

Interested proposers must submit three (3) copies of their proposal labeled "Proposal for Heritage Park Food Concession" to:

Maricela Balderas
Director of Community Services
Gus Velasco Neighborhood Center
9255 Pioneer Blvd.
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened.

A mandatory pre-submittal visit to Heritage Park is scheduled for 9:00 a.m., on Wednesday, February 28, 2018 at Heritage Park, 12100 Mora Dr., Santa Fe Springs, California.

A City representative will be in attendance at the pre-submittal site. All questions will be recorded by the City representative. Both questions and answers will be posted on the City's Website. Attendance is mandatory. The City will <u>not</u> accept bids from interested Concessionaires who do not attend the pre-submittal site visit.

Further information regarding this project can be obtained by calling Adam Matsumoto, Project Manager at (562) 863-4896

INSTRUCTIONS TO PROPOSERS

1. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	Monday, 02/05/2018
Mandatory Pre-Submittal Visit to Heritage Park	Wednesday, 02/28/2018 at 9:00 a.m.
Deadline to Submit Questions	Friday, 03/02/2018 at 4:00 p.m.
Deadline to Receive Proposals	Wednesday, 03/07/2018 at 3:00 p.m.
City Council Awards Contract	Thursday, 04/12/2018

The City reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

A pre-submittal visit to the Heritage Park is scheduled for 9:00 a.m., Wednesday, February 28, 2018 at Heritage Park, 12100 Mora Drive, Fe Springs, California.

Attendance is mandatory. The City will not accept bids Concessionaires who do not attend the pre-submittal visit.

3. <u>SUBMISSION OF PROPOSALS</u>

To be considered, the Proposals must be received by the Department of Community Services, Gus Velasco Neighborhood Center 9255 Pioneer Blvd., Santa Fe Springs, by 3:00 p.m. on Wednesday, March 7, 2018. Concessionaires must submit three (3) copies of their Proposal labeled "Proposal for Heritage Park Food Concession" to:

Maricela Balderas, Director of Community Services Department Gus Velasco Neighborhood Center 9255 Pioneer Blvd. Santa Fe Springs, CA 90670-3658

Proposals and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Concessionaire unopened.

4. **DISSEMINATION OF RFP INFORMATION**

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to this solicitation. By submitting a proposal, Concessionaires are deemed to have constructive knowledge and notice of all information pertaining to this RFP.

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Concessionaires will be required to document that they are aware of all addenda issued by the City in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Adam Matsumoto who may be reached at (562) 863-4896 or by email at: AdamMatsumoto@santafesprings.org

B. Clarifications of the RFP

Concessionaires are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Concessionaire require clarifications to this RFP, the Concessionaire shall notify the City in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the City by 4:00 p.m. on Friday, March 2, 2018. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery. Requests for clarifications, questions and comments received after 4:00 p.m. on Friday, March 2, 2018 will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on Tuesday, March 6, 2018.

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Concessionaire who elects to submit a proposal in response to this RFP or by any Concessionaire that is selected. Pre-contractual expenses are defined as expenses incurred by Concessionaire and the selected Concessionaire, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Concessionaire prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Concessionaire.

8. CONFLICT OF INTEREST

By responding to this RFP, each Concessionaire represents to the best of its knowledge that:

- Neither Concessionaire, nor any of its affiliates, proposed sub-consultants, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP:
- Neither Concessionaire, nor any of its affiliates, proposed sub-consultants and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Concessionaires, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Concessionaire, nor any of its affiliates, proposed sub-consultants, or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Concessionaire, nor any of its affiliates, proposed sub-consultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

9. <u>KEY PERSONNEL</u>

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the referenced concession. The Concessionaire must identify all proposed key personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

The City reserves the right to approve all key personnel individually for any and all projects authorized by the City as a result of this solicitation. After an agreement has been executed, the selected Concessionaire may not replace any key staff without written approval from the City. The City must approve replacement staff before a substitute person is assigned to a project. The City reserves the right to require the Concessionaire to replace a staff person assigned to the contract should the City consider replacement to be for the good of the operation. Replacement staff will be subject to the City's approval prior to assignment by the Concessionaire.

10. BASIS FOR AWARD OF CONTRACT

The City intends to select the Concessionaire on the basis of demonstrated competence and professional qualifications. To that end, the contract is to be awarded to the Concessionaire whose proposal best meets the requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Concessionaire shall be incorporated as part of the final contract accordingly.

11. TERM OF AGREEMENT

The term of the Agreement is thirty six (36) months, effective the date of executing the Agreement.

12. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Concessionaires are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written

proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to Maricela Balderas, Director of Community Services, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Concessionaire, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of any and all proposed sub-contractors, including legal name of the company, address and contact person.
- Acknowledgement that Concessionaire is obligated by all addenda to this RFP.
- Signature of a person authorized to bind Concessionaire to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Concessionaire to satisfactorily perform the required food concession services. More specifically, in this section, the Concessionaire shall:

- Provide a profile of the Concessionaire including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Concessionaire's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Concessionaire's ability to operate Heritage Park food concession.)
- Provide a list of previous food concessions in which the Concessionaire and sub-consultants have worked together. The list should clearly identify the

previous projects and include a summary of the roles and responsibilities of each party.

• Provide information on the strength and stability of the Concessionaire; current staffing capability and availability; current work load; and proven record with similar types of food concessions.

C. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Concessionaire to organize and provide the operation of the Heritage Park food concession. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

• The identity of key personnel proposed to provide food concession services. Include the person's name, current assignment, and how long each person has been with the Concessionaire. Include two (2) references for each key person with contact information for the reference.

D. Consultants and/or Sub-consultants

The City desires to enter into a contract with one Concessionaire that will be responsible for all services. There is to be no assignment of any aspect of this Concession without the prior written authorization of the City.

E. Work Approach

This section of the Proposal shall include a narrative that demonstrates the Concessionaire understands the Scope of Services. The Proposal should include the Concessionaire's general approach for providing food concession services.

F. Client References

List your three (3) most recent similar clients (including name, address, contact person, and phone number). The City may randomly select clients to contact from your list as part of the evaluation process.

H. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Concessionaire that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

13. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Concessionaire's experience in providing similar food concession services.
- Concessionaire's demonstrated understanding of the Scope of Work.
- Quality of service previously provided by the Concessionaire as verified by reference checks.
- Relevant food concession experience.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and a maximum of three (3) firms will be invited to an interview with the City Evaluation Committee.

D. INTERVIEW

The Concessionaire should have available the Concession Manager and key staff to discuss the following:

- The major elements of the proposal and be prepared to answer questions clarifying the proposal.
- A description of previous food concession experience for key staff.

E. FINAL SELECTION

The final selection will be the Concessionaire which, in the City's opinion, meets the City's requirements to provide food concession services at Heritage Park. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

14. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Concessionaire's submittal is contingent and which shall take precedence over this RFP.

15. <u>INSURANCE REQUIREMENTS</u>

The selected Concessionaire shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Concessionaire, or of anyone acting under Concessionaire's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The selected Concessionaire shall be required to maintain the following levels of insurance coverage for the duration of the Concession Agreement:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- 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.

16. RIGHTS OF THE CITY

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the Project; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.

- The right to conduct a back ground check of any Concessionaire. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Concessionaire.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential Concessionaire on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Concessionaire and the City makes no representations that any contract will be awarded to any Concessionaire that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the City and Concessionaire, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the City's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the City.

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Concessionaire acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Concessionaire believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

HERITAGE PARK FOOD CONCESSION

SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The City of Santa Fe Springs is seeking the services of an experienced Concessionaire to operate a weekday food and beverage concession located at Heritage Park.

Heritage Park is owned and operated by the City of Santa Fe Springs. Heritage Park is located at 12100 Mora Drive. The area around Heritage Park includes Heritage Corporate Center. The 6-acre park is surrounded by beautiful lawns, gardens, and historical sites which makes it very welcoming for people to enjoy a quiet leisurely lunch.

B. SCOPE OR WORK

- 1. City will provide the Concessionaire the right to the use and operate a food service concession in the food service area at Heritage Park, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A".
- 2. The food service concession shall include food, beverages and other items expressly approved by the City. Concessionaire shall use high quality food products.
- 3. Concessionaire shall maintain the kitchen facility, appliances, and eating area (tables and chairs) clean and in compliance with City and Los Angeles County Department of Public Health standards. Concessionaire shall provide the City with Department of Health inspection notices and rating information.
- 4. Concessionaire shall submit for City approval menu and pricing options, including daily specials or themed menus. Concessionaire will offer daily specials, holiday-themed specials and special event menus.
- 5. The sale, use of or possession of beer or other alcoholic beverages during weekday lunch service hours on the premises is expressly prohibited.
- 6. The food service will operate Monday through Sunday from the hours of 11:00 a.m. 2:00 p.m. Expanded hours may be submitted for City approval.
- 7. Concessionaire shall provide a telephone line, separate from the park's phone service.
- 8. Concessionaire shall prepare a marketing strategy to promote the food and beverage concession service available to general public. The City shall approve all Graphics, advertisements or signs related to the Heritage Park Food Concession.

- 9. The Concessionaire shall provide the staffing levels to operate and maintain the concession at acceptable City levels.
- 9. The Concessionaire shall maintain a membership in the Santa Fe Springs Chamber of Commerce and take advantage of opportunities to promote the concession where possible.
- 10. The Concessionaire will be charged a monthly rental fee of five hundred dollars (\$500) per month for the exclusive food concession.

EXHIBIT "A"

HERITAGE PARK FOOD CONCESSION

LIST OF SERVICES, FACILITIES AND EQUIPMENT PROVIDED BY CITY

- 1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware and kitchen appliances owned by the City.
- 2. City-provided appliances:
 - (2) Hoshizaki Refrigerators
 - (1) Hoshizaki Freezer
 - Hoshizaki Ice Machine
 - Wolf (6) burner oven
 - Onnerton flat top grill
 - Wells warming bin, (2) drawers
 - Fire suppression system with ventilation hood
 - (2) rolling stainless steel prep tables
 - (2) stationary stainless steel prep tables
 - Three-basin stainless steel sink
 - Single basin prep sink
 - Hand wash sink
 - Mop Sink
 - Set of three lockers
 - (3) aluminum storage shelf units
 - (3) aluminum hanging wall shelves
 - (10) round glass-top tables
 - (46) matching chairs
- 3. Provide weekday access to the kitchen and its equipment, as well as overnight and weekend storage.
- 4. Provide Concessionaire periodic use of the electronic sign board.
- 5. Provide utilities except for phone.
- 6. Provide use of the Heritage Park logo and a page on the City's web site under Parks & Recreation Services Division.

City of Santa Fe Springs



January 30, 2018

NEW BUSINESS

Approval of Use Agreement for Lake Center Athletic Park and Facilities with Metropolitan Little League

RECOMMENDATION

That the City Council approve and enter into the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for the 2018 season.

BACKGROUND

Community sports organizations play an important role in fostering youth's interest in athletics. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers. These volunteers give willingly of their time and talents to register and coach community youth, and also work snack bars and fundraise to further grow participation.

The City of Santa Fe Springs has established a long-standing working relationship with Metropolitan Little League (Metro). Over the 50-plus years, the City has provided space at its athletic fields and facilities for Metro to condition, practice, and play. Additionally, Metro uses Lake Center Athletic Park to store equipment and sell concessions. For the 2017 season, Metro had 328 community youth participate in their program of which 161, or 49% of the participants were youth residing in Santa Fe Springs.

At the November 20, 2017 meeting, staff went before the City Council to receive direction regarding the renewal of the Use Agreement with Metro that was to expire on December 31, 2017. The City Council directed staff to draft an agreement that provided greater financial transparency and to work with Metro to reduce the field maintenance costs.

SUMMARY

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and Metro. The agreement specifies the locations, dates, and times of use, establishes the expectations of the Metro, outlines the responsibilities of both Metro and the City, and memorializes certain practices that both parties have informally adopted and are currently utilizing.

The following outlines the facilities and dates of use for Metro:

Facilities: Lake Center Athletic Park, Betty Wilson Center (concession area and library room; main room may be requested for use and may be used, if available), and Santa Fe Springs Athletic Fields.

Report Submitted By: Wayne Bergeron/Maricela Balderas

Department of Community Services

Date of Report: January 23, 2018

Time of Use: Spring use from February through July, all-star and qualifier tournaments from July through August, and fall use from September through November.

Key Inclusions for Field Use Agreements

- Provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities.
- Provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- Obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- Provision of non-profit status designation and annual financial statement.
- Roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Field Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- The Use Agreement, upon mutual consent of both the City and Metro may renew this agreement every year; provided that sports organization operates the facility in conformance with all regulations and within the terms of the Use Agreement.
- Will have one-time use of a City facility for a fundraising event.
- With the City's prior approval, Metro will be able to host fundraiser tournaments.
 Metro will be responsible for City staffing fees that will be covered by the money raised.

Of special note is the role that Metro will be playing with regards to field maintenance. Metro has agreed to have a dedicated crew of volunteers to drag the infield, chalk the field, and maintain the cleanliness of the dugouts at both Lake Center Athletic Park and Santa Fe Springs Athletic Fields. To ensure that the fields are maintained to the City's high standards, a training will be conducted by the Department of Public Works on February 3, 2018 to go over the City's current maintenance practices as well as how to properly utilize equipment and irrigation controls. Public Works will then meet with Metro on a weekly basis to ensure the fields are being properly maintained and to address any

Report Submitted By: Wayne Bergeron/Maricela Balderas
Department of Community Services

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maintenance concerns.

FISCAL IMPACT

In accordance to the most recent use agreement, Metro contributes \$2,000 to the City for use of fields and facilities. This contribution assists with offsetting some field maintenance, utility, and staffing costs. Below is the fiscal overview for Metro that takes into account staffing and field use costs.

Metro – Fiscal Overview	
February - June Weekday Practices at LCAP	\$4,446
February – June Games at LCAP	\$2,002
February – May Weekday Practices at SFS Athletic Fields	\$910
June - July All Star Practices	\$860
September - November Weekday Practices at LCAP (Fall Ball)	\$1,940
September - November Games at LCAP (Fall Ball)	\$1,250
Fundraiser at Social Hall	\$93
Field Rehab (Reseeding and Fertilizer)	\$2,870
Total Expenses	\$14,371
Total Contribution	(\$2,000)
Difference	\$12,371

For the 2017 season, Public Works spent \$60,000 for costs associated with field maintenance. With Metro assuming the responsibility of maintaining the fields in 2018, it will allow the Department of Public Works to reallocate those funds to other areas of need.

Metropolitan Little League will also have the opportunity to host fundraiser tournaments with prior City approval. This new opportunity afforded to the organization will allow Metro to fund field improvement projects such as new scoreboards.

LEGAL REVIEW

The City Attorney has reviewed the proposed use agreement.

The Mayor may call upon Community Services Supervisor, Wayne Bergeron to answer any questions the Council may have regarding the staff report.

Interim City Manager

Attachment(s)

- 1. 2018 Use Agreement for Athletic Fields & Facilities Metropolitan Little League
- 2. Statement of Information from California Secretary of State designating Metro as an active domestic nonprofit organization



COMMUNITY SERVICES DEPARTMENT PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the City of Santa Fe Springs, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and *Metropolitan Little League*, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a baseball program to the youth of the community;
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Santa Fe Springs Athletic Fields* located at 9720 Pioneer Boulevard, in Santa Fe Springs, including the two baseball diamonds and adjoining grass area; and *Lake Center Athletic Park* and *Betty Wilson Center* located at 11641 Florence Avenue, in Santa Fe Springs, including the use of the three baseball fields, the concession area (including snack bar & kitchen), the Betty Wilson Center library/meeting room, and equipment storage room located in the Betty Wilson Center (hereinafter "Subject Facilities"). AGENCY grants ORGANIZATION the right to use the *Lake Center Athletic Park* and *Betty Wilson Center* for a period of time and, when available, commencing in January 31, 2018 and terminating on November 30, 2018 for the following activities and periods of time:

- Spring Baseball Season Practices and Games Beginning February 9th through June 30th.
- Baseball Tournament Season (including All Stars, Sectional, and Regional Playoffs) – Beginning July 1st through August 30th.
- Fall Baseball Season Practices and Games September 1st through November 30th.

Specifically, the ORGANIZATION will utilize *Lake Center Athletic Park* and *Betty Wilson Center* for the Spring Baseball Season Monday through Friday from 5:00 p.m. – 9:30 p.m. and Saturdays 8:00 a.m. – 6:00 p.m. for practices and games beginning February 9th until June 30th; *Santa Fe Springs Athletic Fields* for the Spring Baseball Season Monday through Friday from 5:30 p.m. – 9:00 p.m. for practices from and for games to be held on five Saturdays between February 9th and May 31st; for the Baseball Tournament Season which encompasses All Stars, Sectional, and Regional Playoffs, *Lake Center Athletic Park* would be used Monday through Friday from 5:30 p.m. – 9:00 p.m. and Saturdays from 9:00 a.m. – 1:00 p.m. for practices and games from the beginning July and ending in August; and for the Fall Baseball Season Monday through Friday from 5:30 p.m. – 9:00 p.m. and Saturdays from 9:00 a.m. – 1:00 p.m. for practices and games from the beginning of September until the end of November.

Additionally, ORGANIZATION may upon request to use the Betty Wilson Center main room for meetings, depending on availability.

The ORGANIZATION may utilize *Lake Center Athletic Park* as a host site for baseball tournaments for the purpose of fundraising. Prior to hosting any fundraising tournaments, ORGANIZATION must obtain prior approval from AGENCY. ORGANIZATION is responsible for staffing costs, however all proceeds raised through hosting tournaments would be retained by ORGANIZATION.

Further, AGENCY will grant to ORGANIZATION one-time use of an AGENCY facility, upon availability and at no cost, for its annual fundraising event.

This AGREEMENT shall remain in effect through November 30, 2018, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. This AGREEMENT, upon the mutual consent of the AGENCY and ORGANIZATION, may be renewed every year; provided that ORGANZATION utilizes operates the Subject Facilities in conformance to the AGREEMENT and regulations applicable thereto.

2. <u>USE OF FACILITIES</u>

ORGANIZATION's right to use the Subject Facilities will begin on the above stated date and upon submission of the following to the Agency:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per season (amount does not include field usage outside of the approved dates)
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses, and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the

organization will not be honored until confirmation has been received by liaison or designee.

- F. Master calendar of events to include:
 - Practice dates & times
 - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Annual financial statement from the prior season. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying each player and their city of residence.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, AGENCY may withhold use of the Subject Facility.

3. RESPONSIBILITY FOR ACTIVITIES

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY. Any user failing to comply with established guidelines and notification is subject to invoicing for all damages occurring to fields and termination of this AGREEMENT.

4. ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. ORGANIZATION will be responsible for daily field maintenance, which includes, but is not limited to, dragging and chalking of the infield and cleaning of dugouts and all costs related to the purchase of required supplies related to field maintenance.
- C. ORGANIZATION representatives will meet with AGENCY staff on a weekly basis to conduct field inspections and to address any facility concerns.
- D. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.

- E. ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season.
- F. Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services & Public Works Departments.
- G. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. Any user failing to comply with a decision to postpone use is subject to invoicing for all damages occurring to the field and termination of this AGREEMENT and the ability to use the Subject Facilities. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- H. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- AGENCY will not provide keys and/or alarms to ORGANIZATION.
 AGENCY will assign City staff during season hours, as set forth in Item 1 of
 this who will supervise facilities and grant facility access to
 ORGANIZATION.
- J. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- K. ORGANIZATION is responsible for controlling their players and parents while using the Subject Facilities.
- L. No power vehicles/equipment other than City operated are permitted on the fields.
- M. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall lose their privilege and use of the Subject Facilities.

5. LEGAL RESPONSIBILITIES

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to

this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

6. <u>USE OF PREMISES</u>

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

7. EXCLUSIVE RIGHT

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams or leagues.

8. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.

F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or the AGENCY.

9. INSPECTION

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION's agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the party of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

10. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

11. TITLE TO IMPROVEMENTS

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

12. SIGNS

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

13. TERMINATION OF THIS AGREEMENT

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

14. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY:

City of Santa Fe Springs

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION:

Metropolitan Little League

Attention: President

P.O. Box 3241

Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

15. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

16. GOVERNING LAW

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

17. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

18. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

A. <u>Commercial General Liability Insurance</u>: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

- 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.
- 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or selfinsurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.
- 12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY 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 AGENCY.

19. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or vendors. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

20. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

ORGANIZATION: Metropolitan Little Lea	gue
By: (Signature)	
(Print Name)	
(Title)	
CITY OF SANTA FE SPRINGS A Municipal Corporation	
Jay Sarno Mayor	
ATTEST:	
Janet Martinez, CMC City Clerk	
APPROVED AS TO FORM:	-
Yolanda M. Summerhill City Attorney	



ARCHIVES & MUSEUM

OTHER SERVICES

Results Detail

Last statement filed on: 9/26/2017

	Corporation		
METROPOLITAN LI	TTLE LEAGUE		
Number: C0455884	r; C0455884 Incorporation Date:8/9/1963 Status:A		
Jurisdiction: CA	Type: Domestic Nonprofit		
	Address		
P O BOX 3241,			
SANTA FE SPRINGS	S, CA 90670		
	Agent For Service Of Process		
LORENE GARCIA			
7205 UNION ST,			
WHITTIER, CA 9060)2		

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to Statement of Information for the forms and instructions.

Search Results

New Search

City of Santa Fe Springs



January 30, 2018

NEW BUSINESS

Request Appropriation of Funds for Replacement of Aquatic Center Diving Boards

RECOMMENDATION

That City Council appropriate funds from the Facilities Improvement Fund account for the replacement of two (2) diving boards at the City's Aquatic Center.

BACKGROUND

At the end of the seasonal aquatic season, the Parks and Recreation Services Division in cooperation with the Department of Public Works completes an inspection of the Aquatic Center. During this annual walkthrough the diving boards were identified as needing to be replaced.

Following the inspection of the Aquatic Center, it was determined that both diving boards needed to be replaced. The Parks and Recreation Services Division contacted a local vendor of aquatics equipment to do an additional inspection of the diving boards, which they verified needed to be replaced. The slip-resistant surface of the diving boards has worn down to the metal of the diving board and no longer provide enough grip for use.

In addition to inspecting the diving board, blocks on which the diving board sits were inspected and deemed to be in good working condition.

Staff secured three quotes from vendors for the replacement of the existing diving boards with the Duraflex 16' Maxiflex board. This is the same manufacturer of the current boards and the blocks on which the diving boards sit.

Cost Comparison Chart	
Dive Cincinnati Quote	\$9,028.10
Recreonics Quote	\$9,199.90
Lincoln Aquatics Quote	\$11,162.90

Staff is recommending the allocation of \$9,028.10 from the Facilities Improvement Fund account to cover the cost of replacing two (2) diving boards at the Aquatic Center.

FISCAL IMPACT

The cost of replacing two (2) diving boards is \$9,028.10. A request is being made to appropriate the necessary funds from the Facilities Improvement fund account.

Report Submitted By: Adam Matsumoto/Maricela Balderas Department of Community Services

Date of Report: January 23, 2018

The Mayor may call upon Adam Matsumoto, Parks and Recreation Services Manager to answer any questions the Council may have regarding the staff report.

Don Powell Interim City Manager

Attachment:

• Dive Cincinnati, Inc. Quote

DIVE Cincinnati, Inc.

dba Springboards and More 100 Castleberry Ct, NO 268 Milford,OH 45150

QUOTATION

DATE	ESTIMATE NO.
11/9/2017	7631

NAME / ADDRESS

City of Santa Fe Springs Attn: Michelle Smith Municipal Services Yard 12636 Emmens Way Santa Fe Springs, CA 90670

SHIP TO ADDRESS

City of Santa Fe Springs Municipal Services Yard 12636 Emmens Way Santa Fe Springs, CA 90670 (Michelle Smith -- 562-448-4450)

		TERMS	GOOD UNT	IL REP
		Net 30	12/8/2017	SFV
ITEM	DESCRIPTION	QTY	COST	TOTAL
66-231-330	Duraflex 16' Modified Maxiflex Model "B" Aluminum Diving Board (aka "Cheeseboard") Tapered at both ends and having nearly 200 perforations in tip end of board. We include a set of two Item SF122 5/8" x 3.5" Stainless Steel diving board attachment bolts, washers, nuts and anti-seize lubricant with this purchase. Invoice Subtotal Before Any Taxes or Discounts.	2	4,549.00	9,098.00 9,098.00
School Discnt	Discount for School Athletic Department or Parks and Rec. Department when ordering with Purchase Order and paying with check or money order within 30 days of shipment taking place. NOTE: Discount NOT APPLICABLE when paying with Credit or Debit Card.		-5.00%	-454.90
S&H (B)	Shipping & Handling Charges to Business Address		385.00	385,00
Please review the information. The	his quote and contact us if you have questions HANK YOU!	or need more	TOTAL	

DIVE Cincinnati, Inc.

dba Springboards and More 100 Castleberry Ct, NO 268 Milford,OH 45150

QUOTATION

DATE	ESTIMATE NO.	
11/9/2017	7631	

NAME / ADDRESS

City of Santa Fe Springs Attn: Michelle Smith Municipal Services Yard 12636 Emmens Way Santa Fe Springs, CA 90670

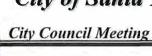
SHIP TO ADDRESS

City of Santa Fe Springs Municipal Services Yard 12636 Emmens Way Santa Fe Springs, CA 90670 (Michelle Smith -- 562-448-4450)

		TERMS	GOOD UNTI	L REP
		Net 30	12/8/2017	SFV
ITEM	DESCRIPTION	QTY	COST	TOTAL
Duraflex Poli	Effective 9/01/2010, The Duraflex International Corporation requires that any and all diving board orders placed be accompanied by a signed letter from you or your organization confirming that the pool at which this equipment will be installed meets or exceeds the minimum depth and dimension requirements as set forth by F.I.N.A. (www.fina.org), the NCAA (www.ncaa.com) or USA Diving (www.usadiving.org). We cannot process and submit nor will the Duraflex Factory accept your order without this signed letter. If purchasing a 1M or 3M Duraflex Diving Stand, you must also complete and submit the Duraflex Factory Pre-Production Sheet. NOTE: If you have already submitted this letter with a previous order, we keep them on file so there is no need to submit another letter unless your pool or pool dimensions have changed.		0.00	0.00
Please review this quote and contact us if you have questions or information. THANK YOU!		or need more	TOTAL	\$9,028.10

Please contact us if you have questions or if there are any errors or omissions on this quote. BEST WISHES FOR A SAFE AND SUCCESSFUL SEASON!

City of Santa Fe Springs



January 30, 2018

NEW BUSINESS

Request Appropriation of Funds for Replacement of Gymnastics Program Uneven Bars at Activity Center

RECOMMENDATION

That City Council appropriate funds from the Facilities Improvement Fund account for the replacement of the uneven bars for the gymnastics program.

BACKGROUND

The City recently completed the renovation of the Activity Center Floor. After the completion of the floor project, staff evaluated the condition of the gymnastics equipment. During the evaluation process it has been identified that the one of the uneven bars needs to be replaced.

With the renovation of the floor at the Activity Center, staff inspected the current gymnastics equipment to identify areas of need. New mats were purchased to place under specific equipment to prevent the scratching of the new floor, and replacement pads were purchased and installed on additional equipment.

Although the purchase of new matting and pads addressed potential scratching issues with the majority of the gymnastics equipment, it cannot address the concerns with the uneven bar set-up. The age of the existing uneven bar set-up places a large amount of the weight on small circular poles, which will dig into the new floor. Due to the age of the uneven bars and how the equipment sits on the floor, it is recommended that this be replaced. With consultation of the gymnastics program, it is recommended to replace the uneven bars with American Athletic Inc., "Elite Uneven Bars" which is the same manufacturer of the newest uneven bar set the city utilizes. This newer version of uneven bars distributes the weight of the equipment over a larger area which will minimize long term damage of the floor.

Cost Comparison Chart	
Poway Gymnastics	\$4,723.02
By GMR, Inc.	\$4,845.00
American Gymnastics Quote	\$5,260.10

Staff is recommending the allocation of \$2,400.00 from the Facilities Improvement fund account to cover half the cost of replacing the uneven bars at the Activity Center for the gymnastics program. The gymnastics program will cover the other half of the cost of the equipment through the Gyros Gymnastics Team account.

Report Submitted By: Adam Matsumoto/Maricela Balderas
Department of Community Services

Date of Report: January 24, 2018

FISCAL IMPACT

The cost of replacing the uneven bars is \$4,723.02. A request is being made to appropriate the necessary funds (\$2,400) from the Facilities Improvement fund account, with the remaining balance covered by the Gyros Gymnastics Team.

The Mayor may call upon Adam Matsumoto, Parks and Recreation Services Division Manager to answer any questions the Council may have regarding the staff report.

Don Powell
Interim City Manager

Attachment:

• Poway Gymnastics Quote

Poway Gymnastics

12850 Brookprinter Place Poway, CA 92064 619-572-0455

Estimate

Date	Estimate #		
1/3/2018	2418		

Santa Fe Springs Gyros 16056 Summershade Drive La Mirada, CA 90638

Project

						T-1-1
Item	Description	Qty	Cost	Amount	Markup	Total
407-109	Elite Uneven Bars w/soft rails Shipping & Handling		4,535.00 315.00	4,535.00 315.00	-10.00%	4,081.50T 315.00
				Subtotal		\$4,396.50
				Sales Tax	(8.0%)	\$326.52
				Total		\$4,723.02

City of Santa Fe Springs

City Council Meeting

January 30, 2018

NEW BUSINESS

Amendment to Professional Services Agreement with MuniEnvironmental

RECOMMENDATION

That the City Council approve the Amendment for the Waste and Recycling Program Management Services Agreement with MuniEnvironmental Professional Consultants

BACKGROUND

In July 2016, the City entered into a three year agreement with MuniEnvironmental Professional Consultants for waste and recycling program management services. In late 2017, staff has requested that MuniEnvironmental expand its scope of work to meet regulatory requirements from the State, specifically with Assembly Bills AB 939 (The Integrated Waste Management Act of 1989), AB 341 (Mandatory Commercial Recycling) and Assembly Bill 1826 (Mandatory Commercial Organics Recycling).

Santa Fe Springs needs to do more in the areas of directing, managing and enforcing its recycling programs. The City is not receiving all the revenue it is entitled to and could jeopardize its relationship with CalRecycle. The City of Industry has a premiere recycling program and uses MuniEnvironmental. We are looking to replicate much of what Industry is doing. Santa Fe Springs needs to catch up in this area or risk fines. Currently, we are in the process of recovering monies from the Permitted Recyclers from 2016 and possibly 2017.

The Proposed Amended Scope of Work includes:

- Mandatory Commercial & Organic Recycling (AB 341 and AB 1826) to the State
- Implementing a database to reconcile all monthly reports against fees collected from the Finance Department and when there are reporting discrepancies Muni will act to rectify the problem of reporting and payments due to the City
- Bin Decals will identify that collection bins are for recycling purposes and not for illegal waste. Each Bin Decal will generate revenue for the City
- Muni will conduct random audits of collectors and if discrepancies appear to be fraudulent, Consultant will report findings to the City Manager.
- Site Visits and Inspections will be added to reduce Rogue Haulers and make sure proper recycling is occurring in the City.

For detailed information please refer to the attached Summary of Services for the Proposed Amended Scope of Work.

Report Submitted By: Maribel Garcia, Sr. Mngt. Asst. City Manager's Office

Date of Report: January 22, 2018

Staff is recommending that the City Council approve the Amendment to the Professional Services Agreement including an increase in the amount of up to \$70,000 per year with MuniEnvironmental Professional Consultants and authorize the Interim City Manager to execute the Amendment.

This may be an area where Council might want to consider creating a Subcommittee with Maribel Garcia as the Staff Liaison.

FISCAL IMPACT

The cost of the Amended contract would be paid from the fees collected from the Franchise Waste Haulers and the Permitted Recycling Dealers. There should be some increases in revenue which will more than cover the cost of the contract expansion.

INFRASTRUCTURE IMPACT

None

Interim City Manager

Attachment(s)

Summary of Services

Amended Professional Services Agreement

Professional Services Agreement (Current)



Summary of Services

Existing Scope of Work

Consultant is currently contracted by City to perform the following tasks as it relates the commercial recycling and disposal effort:

- 1) Education and Outreach → Addresses the City's need to identify, educate and promote legislatively mandated recycling activities. Driven by Assembly Bills AB 939 (The Integrated Waste Management Act of 1989), AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics Recycling)
 - ⇒ Outreach letter to all commercial waste generators regarding mandatory recycling (Sent 2 Letters Complete)
 - ⇒ Bi-annual mandatory recycling articles for City newsletter and Chamber of Commerce. (Ongoing)
 - ⇒ Web-Site articles addressing mandatory recycling. (Ongoing)
- 2) Monitoring Data Collection → Coordinate with City approved waste haulers to establish a list of commercial accounts that meet the regulatory requirements for mandatory commercial and/or organics recycling. (Completed & Ongoing)
- 3) Reporting → MuniEnvironmental works closely with the City permitted solid waste haulers in their annual tonnage reports for the CalRecycle Electronic Annual Report (EAR). (Completed & Ongoing)

Amended Scope of Work

Task 1: Mandatory Commercial & Organic Recycling (AB 341 and AB 1826) → This program meets all CalRecycle criteria for AB 939, AB 341, AB 1826, and SB 1374

Task 2: Commercial Recycling Program → This program meets all CalRecycle criteria for AB 939, AB 341, AB 1826, and SB 1374

- Annual Commercial Collector/Recycler License → Generate revenue for the City This fee
 is currently being collected by City, Muni has identified additional haulers collecting without
 a license. (40 collectors in Industry, likelihood the City has a number of unpermitted recyclers)
- 2) Collector/Recycler Permit and Reporting → With 1,391 City businesses required to implement mandatory commercial recycling and 426 identified as needing organics recycling; it is mandatory that the City report these activities to CalRecycle during the annual electronic reporting and subsequent annual review (Completed & On-going).
 - ⇒ Per ton fee of \$2.35

- 3) Bin Decals → identify that the collection bins are for recycling purposes and not an illegal waste bin, will be required for each recycling receptacle (regardless of size).
 - ⇒ \$10/decal Covers cost of printing and mailing
- **4) Site Visits and Inspections** → *Cuts down on unpermitted recyclers (Collectors) and makes sure that proper recycling is occurring on-site*

Task 3: Solid Waste Collector/Disposal Program

- 1) Auditing Consultant will conduct quarterly audits of one the permitted solid waste collectors by reviewing their monthly reports, weight tickets and fees paid to City. Should Consultant find discrepancies that appear to be fraudulent and purposeful, Consultant will report the findings to the City Manager for corrective measures.
- 2) Unpermitted Hauling → Consultant will identify all existing commercial businesses by cross-referencing each permitted hauler's client list and the city business license list. Consultant will geo-code all businesses on a google mapping system so to identify those businesses not receiving collection by a permitted collector. Consultant will reach-out to each business not receiving services by a permitted hauler and require the business entity to subscribe to services from a permitted collector.
- 3) Database Development & Oversight → Consultant will reconcile all monthly reports against the fees collected by the finance department. When there are reporting discrepancies, MuniEnvironmental will act immediately to rectify the problem of reporting and payments.

Task 4: Construction Waste Management Plan (WMP)

- 1) Construction Database Development & Oversight → Updated WMP eliminates confusion and allows for better tracking of projects (pre-construction and post-construction reporting prerequisites, and meets relevant Legislation and Ordinance requirements).
- **2)** Develop Deposit system → TBD (Will discuss with CM/Maribel and Planning/Building Dept for input.
- **3)** *Proprietary Software* → *Tracks all construction generated waste and recycling activities.*
- **4)** *Monitoring* **→** *Insure contractors are fulfilling the requirements of their WMP.*
 - a. Past, Current, and Exempt Projects → Audit and Oversight (Ongoing)
 - b. Verification & Site-Visits > Consultant will verify the information submitted by each WMP and will, at random, conduct site-visits to relevant construction sites. Should Consultant find fraudulent or unreported activities, Illegal non-decaled bins being will be tagged for removal and the site contractor(s) will receive a written warning per the requirements of Ordinance 914.
 - Project Approval → Review of WMP confirming applicant has identified a proper hauler and will use proper recycling practices

d. Final Approval/Denial → Consultant will review all submitted documentation to ensure that the project has met the required 75% diversion goal or has at minimum, demonstrated a "good-faith effort".

Task 5: Miscellaneous

- 1) Advise and/or assist Planning/Building Dept. with projects located in the City.
- 2) Oversee all CalRecycle related reporting, documentation, conference calls, site visits, etc.
- 3) Update or create new reporting procedures and forms as necessary.
- 4) Assist Code enforcement with identifying and following up with rogue haulers/bins.
- **5)** Consultant will assist City with any other projects that are related to Solid Waste and Recycling, including, but not limited to:
 - Research, Reports, Studies
 - Stakeholder Meetings
 - Amending or creating new reports, schedules, or methodologies
 - Amending hauler agreements and schedule of services

Please contact me if you have any questions or would like additional information. Thank you for the opportunity to serve your community.

Best Regards,

Morgan McCarthy

Senior Consultant/Vice President

Morga M tarthan

MuniEnvironmental, LLC

AMENDMENT TO THE CITY OF SANTA FE SPRINGS WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT WITH MUNI ENVIRONMNETAL PROFESSIONAL CONSULTANTS

THIS Amendment TO THE CITY OF SANTA FE SPRINGS WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT WITH MUNI ENVIRONMENTAL PROFESSIONAL CONSULTANTS ("Amendment to Agreement") is made and entered into this __ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and MuniEnvironmental Professional Consultants, a California Limited Liability Corporation ("Consultant").

WITNESSETH:

WHEREAS, on or about July 14, 2016, the City of Santa Fe Springs and MuniEnvironmental entered into "CITY OF SANTA FE SPRINGS WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT WITH MUNI ENVIRONMENTAL PROFESSIONAL CONSULTANTS" (Agreement") to provide professional services related to the regulatory requirements from CalRecycle and CalGreen in addition to other related services as more fully described herein attached hereto as Exhibit "A"; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to amend its existing agreement in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SECTION 1. Section 2 of the Agreement entitled "Scope of Services and Fee Schedule" is revised to include the following provision. In all other respects Section 2 of the Agreement shall remain in full force and effect.

The Contractor will perform services as set forth in Exhibit "B" to this "Amendment to the City of Santa Fe Springs Waste and Recyling Program Management Services Agreement with Muni Environmental Professional Consultants" and incorporated herein by this reference.

SECTION 2. The first paragraph of Section 4 of the Agreement entitled "Compensation and Payment" is amended to read as follows while the second and third paragraphs of the Agreement shall remain in full force and effect:

The Contractor shall be compensated a fixed annual fee of up to \$105,000 for services rendered in accordance with the Contractor's Proposal and Fee Schedule which is made a part of this agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Amendment to Agreement.

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

CONSULTANT

		Date:
Signature	-	
Morgan McCarthy, Sr. Consultant	•	Social Security or Taxpayer ID Number
CITY OF SANTA FE SPRINGS		
Donald R. Powell, Interim City Manager	.	Date:
ATTEST:		
Janet Martinez, City Clerk		
APPROVED AS TO FORM:		
Yolanda M. Summerhill, City Attorney		Date:

THE CITY OF CITY OF SANTA FE SPRINGS

WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of July, 2016, by and between the **City of Santa Fe Springs**, a municipal corporation (the "City"), and **MuniEnvironmental**, **LLC** (the "Contractor").

RECITALS

WHEREAS, the City desires to employ the Contractor to provide Waste and Recycling Program Management Services for the City.

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

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

1. ENGAGEMENT OF CONTRACTOR

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

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

2. SCOPE OF SERVICES AND FEE SCHEDULE

The Contractor will perform services as set forth in the Proposal and Fee Schedule which are made a part of this Agreement by reference.

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

3. PROJECT COORDINATION AND SUPERVISION

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

4. COMPENSATION AND PAYMENT

The Contractor shall be compensated a fixed annual fee of \$35,500.00 for services rendered in accordance with the Contractor's Proposal and Fee Schedule which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

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

Any extra work performed beyond the work described in the Scope of Services and Fee Schedule shall not be performed without prior authorization from the Contract Administrator or his/her designee.

5. TERM OF AGREEMENT

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

6. INDEPENDENT CONTRACTOR

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

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. CONTROL

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

8. NON-DISCRIMINATION PROVISIONS

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

9. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold harmless the 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 the Contractor's negligent or willful acts or omissions occurring in the performance of this Agreement.

10. LIABILITY INSURANCE

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

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

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to AGENCY, with the City of Santa Fe Springs named as additional insured (not applicable on professional liability). A 30 day notice of cancellation is required.

11. 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 shall be entitled to have and recover from the other party reasonable costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorneys' fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorneys' fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorneys' fees incurred by the prevailing party.

12. MEDIATION/ARBITRATION

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

13. CANCELLATION OF AGREEMENT

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

17. NOTICES

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

To the City:

Noe Negrete

Director of Public Works City Of Santa Fe Springs 11710 Telegraph Road

City of Santa Fe Springs, CA 90670-3679

noenegrete@santafesprings.org

To the Contractor:

Morgan McCarfhy Senior Consultant MuniEnvironmental

3730 East Broadway, Suite A Long Beach, CA 90803

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile, fax or email must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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

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

MUNI ENVIRON MONTAL, LLC

COLTTENOTORC

CITY OF SANTA FE SPRINGS

DJ. 344 72000

APPROVED AS TO FORM

CITY ATTORNEY

ATTES

City of Santa Fe Springs

City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Custodial Services – Authorization to Issue a Request for Bids</u>

RECOMMENDATIONS

That the City Council take the following actions:

- Authorize the Director of Public Works to Issue a Notice of Contract Termination to United Maintenance Systems, Inc., effective March 11, 2018.
- Authorize the Director of Public Works to issue a Request for Bids to provide Custodial Services.

BACKGROUND

The City Council awarded a 3-year custodial services contract to United Maintenance Systems, Inc. (UMS), effective December 1, 2017. Following a city-wide orientation for the UMS Contract Manager, Supervisors and Day Porters, and continuing communications from the Facilities Manager, service performance review meetings were scheduled for Monday, December 11, 2017 and Thursday, December 14, 2017.

At the December 14th meeting, multiple custodial service deficiencies were identified and clearly communicated to UMS. Following the December 14th meeting, UMS was formally notified in a letter from the Director of Public Works, dated December 18, 2017, that stated unless the standard daily cleaning services identified in the contract were met, the City would initiate the process of terminating the Custodial Services Agreement with UMS (30 days notice is required for the agreement).

Since the date of the above referenced meetings and letter, there has not been significant improvements in the performance of the custodial services provided by UMS. Staff is therefore recommending the City Council approve sending UMS a Notice of Termination of the Agreement effective March 11, 2018.

Staff is also requesting authorization to solicit bids from qualified custodial services firms. The scope of services is to provide custodial services for the City's buildings and parks. Services are provided after-hours and during the day by Day Porters. Parks will be serviced beginning at 5:00 a.m.

The proposed term of the custodial services Agreement is three (3) years, with the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

FISCAL IMPACT

Funding for the Custodial Services contract is provided for in the approved FY17-18 budget.

Report Submitted By: Noe Negrete, Director Date of Report: January 19, 2018

Department of Public Works

INFRASTRUCTURE IMPACT

Custodial services of the City's facilities is required for the safety and welfare of residents and employees.

Donyk. Powell Interim City Manager

Attachments: Request for Bids

CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

CUSTODIAL SERVICES



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

Al Fuentes, Project Manager City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Phone (562) 868-0511, Extension 7355

REQUEST FOR BIDS

CUSTODIAL SERVICES

The City of Santa Fe Springs invites sealed bids for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until 11:00 a.m. on Thursday, February 22, 2018.

The work to be done consists of furnishing all supplies, materials, equipment, tools, labor and incidentals as required to perform custodial services at each of the City's listed facilities and parks.

A non-mandatory pre-bid visit to each of the City's facilities and parks has been seheduled for Tuesday, February 13, 2018. The first site visit is scheduled for 9:00 a.m. at Santa Fe Springs City Hall, located at 11710 Telegraph Road, Santa Fe Springs, California. The City will provide transportation to the City facilities. The pre-bid site visits are intended to provide bidders with the opportunity to view the City's facilities and parks and ask questions. A City representative will be attendance. Both questions and answers will be posted on the City's Website.

Special attention is called to the General Provisions regarding liability insurance requirements. The successful bidder will be held to <u>strict compliance</u> with those requirements. Contractors who cannot comply <u>should not bid</u>. The successful Contractor will be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 45 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

BY ORDER OF the City of Santa Fe Springs.

NOE NEGRETE, CITY ENGINEER CITY OF SANTA FE SPRINGS

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the attached Proposal package. The Proposal Package shall include the following documents:

- 1. Proposal Form
- 2. Bid Schedule
- 3. Fee Schedule: Additional Services- Floor Stripping and Waxing
- 4. Extra Work and Emergency Call-Out Hourly Rate Schedule
- 5. References

The Proposal package forms shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. The Proposal Form must be properly signed by the proposer, whose address, telephone number and e-mail address shall also be shown. The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.

PREPARATION OF BIDS

Bids must be submitted on the prescribed form. Bid prices must be written in **blue or black ink** in figures as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR CUSTODIAL SERVICES - DO NOT OPEN WITH REGULAR MAIL." The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Director of Public Works or his designee at Santa Fe Springs City Hall, 11710 Telegraph Road prior to the bid opening time stipulated in the Request for Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Director of Public Works.

CONTRACTOR QUALIFICATION

Contractors must furnish satisfactory evidence to the City that they have provided custodial services as described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding discrepancies or omissions in the Bid Documents shall be communicated to Mr. Al Fuentes, Project Manager, in writing, by letter, fax or e-mail, not less than five (5) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the contract documents.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by City to reject any or all proposals.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

EXAMINATION OF BID DOCUMENTS

Bidders must satisfy themselves by the provided bid documents as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal and other contract documents.

The Bidder shall read each and every clause of the contract documents, including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded

the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Request for Bids and other contract documents, and to full compliance therewith. All bidders shall be held to comply with all laws of the State of California, rules and regulations promulgated thereunder, all applicable ordinances, rules and regulations of the City of Santa Fe Springs, and all regional and local laws, regulations, rules, ordinances and codes promulgated and enforced by any agency, district, board, department or other entity authorized under law, rules or ordinance, whether now in force or subsequently enacted.

LIABILITY INSURANCE REQUIREMENTS

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible and responsive bidder, based on the Base Bid only, as determined solely by the City. The City reserves the right to award the bid or the bid alternate, if applicable to the lowest responsible and responsive bidder. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 45 days, all as may be required to provide for the best interests of the City including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

TERM OF THE CONTRACT

The Contract shall commence on the Effective Date and continue for a period of thirty six (36) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods based on performance and approval by the City Council.

Submitted By:	
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PROPOSAL FOR CUSTODIAL SERVICES

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

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

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

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

BIDDER'S INFORMATION:

Signature	Name (Please print or type)
Title	
Firm Name	
Firm Address	
Firm Business Phone No.	·
E-mail Address	**************************************

Submitted by:	
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CITY OF SANTA FE SPRINGS

CUSTODIAL SERVICS

BID SCHEDULE

BASI	E BID	
FAC	CILITY	*MONTHLY FEE
1.	Activity Center	\$
2.	Aquatic Center	\$
3.	Betty Wilson Center	\$
4.	City Hall	\$
5.	City Library	\$, ::-:
6.	Clarke Estate	\$
7.	Community Gardens Restroom	\$
8.	Fire Dept. Headquarters	\$
9.	FS No. 4 -Employee Exercise Room/Restroom	\$
10.	Gus Velasco Neighborhood Center	\$
11.	Gus Velasco N.C – Childcare Program Classrooms	\$
12.	Heritage Park	\$
13.	Heritage Park - Sculpture Garden	\$ · . ·
14.	Lake Center Athletic Park	\$
15.	Lakeview Park Building	\$ N. S.
16.	Lakeview School Childcare Classroom	\$
17.	Little Lake Park Buildings	\$
18.	Los Nietos Park Recreation Building	\$
19.	Los Nietos Park Childcare Classroom	\$
20.	Municipal Services Yard	\$
21.	Police Staging Facility	\$
22.	Police Services Center	\$
23.	SFS Athletic Fields Buildings	\$ · .
24.	SFS Park Buildings	\$,
25.	Town Center Hall	\$
	Total Monthly Fees:	•
	TAL ANNUAL BASE BID AL MONTHLY FEES X 12 MONTHS):	\$

Notes:

^{*}Day Porters: Fee for 500 hours per month should be allocated to applicable facilities (Attachment B).

^{**}Award of Contract will be determined by Base Bid Only

CITY OF SANTA FE SPRINGS CUSTODIAL SERVICES

ADDITIONAL SERVICES

FLOOR STRIPPING AND WAXING SERVICES

FEE SCHEDULE

Facility	Size Service Area	Unit	Unit Price	Annual Fee
Betty Wilson Center Little Lelse Peels Community	1,800 sq. ft.	Bi-Annual	\$	\$
2. Little Lake Park-Community Rm.	1,500 sq. ft.	Bi-Annual	\$	\$
3. Municipal Svcs. Yard – Bld. #1	3,475 sq. ft.	Annual	\$	\$
4. Municipal Svcs. Yard – Bld. #2	800 sq. ft.	Annual	\$	\$
5. Municipal Svcs. Yard – Bld. #3	594 sq. ft.	Annual	\$	\$
6. Municipal Svcs. Yard – Bld. #4	-	Annual	\$	\$
7. Town Center Hall	11,500 sq. ft.	Quarterly	\$	\$
	\$			

Submitted by	y:			
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CITY OF SANTA FE SPRINGS

CUSTODIAL SERVICES

EXTRA WORK AND EMERGENCY CALL-OUT

HOURLY RATE SCHEDULE

EMPLOYEE		LABOR HOURLY RATE*
Office Cleaning	\$_	
Restroom Cleaning and Stocking	\$ _	
Strip and Wax Vinyl/Composition/Resilient Floor	\$_	
Strip and Wax Tile, Concrete and Ceramic Floor	\$_	
Carpet Cleaning	\$_	

^{*}Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Custodial Services

Submitted	by:	

REFERENCES

Please list a minimum of three (3) references for similar custodial services work performed in the past five (5) years. Include the name of the city/agency, address and phone number of the contact person.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation by the Director of Public Works. A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).

Agency:	
Address:	
Contact Name	Phone No.:
Project Description:	
Agency:	
Address:	
Contact Name:	Phone No.:
Project Description:	
Agency:	
Address:	
Contact Name:	Phone No.:
Project Description:	M. G D 1. 1.
Agency:	
Address:	
Contact Name:	DI. AT
Project Description:	
Agency:	
Address:	
Contact Name:	Phone No.:
Project Description:	Year Service Provided:

THE CITY OF CITY OF SANTA FE SPRINGS

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this day of ______ 2017, by and

between	the	City	of Santa ("Contra			a	municipal	corporation	("City"),	and
					RECIT	ΑL	S			
WHERE facilities.		ne City	desires to er	nploy	the Contra	ctor	to provide c	ustodial servic	ces for the (City's
WHERE	ZAS, tl	ne City	has determi	ned th	at the Cont	ract	or is willing	to perform su	ch services.	

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

1. ENGAGEMENT OF CONTRACTOR

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

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

2. SCOPE OF SERVICES

The Contractor will perform services as set forth in the attached Scope of Services (Exhibit A).

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

3. PROJECT COORDINATION AND SUPERVISION

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

4. COMPENSATION AND PAYMENT

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

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

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

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

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for three (3) years from the effective date of this Agreement. The AGENCY reserves the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council.

Contractor reserves the right to request from the City Council a cost-of-living increase to the annual fee for each of the two (2) 1-year terms if the Agreement is renewed at the end of the first term.

6. INDEPENDENT CONTRACTOR

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

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

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

8. COMPLIANCE WITH APPLICABLE LAW

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

9. LICENSES, PERMITS, ETC

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

10. STANDARD OF CARE

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may

be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

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

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

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

11. NON-DISCRIMINATION PROVISIONS

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

12. INDEMNIFICATION AND HOLD HARMLESS

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

13. WORKERS' COMPENSATION

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

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

14. **LIABILITY INSURANCE**

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

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

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

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

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

15. **LEGAL FEES**

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

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. MEDIATION/ARBITRATION

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

17. CANCELLATION OF AGREEMENT

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

18. NOTICES

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

To the City:	Noe Negrete	
•	Director of Public Works	
•	City Of Santa Fe Springs	
	11710 Telegraph Road	
	City Of Santa Fe Springs, CA 90670-3679	
To the Contractor:	Contact Name	
	Department	
	Agency	
	Address	
	City, State ZIP	
	•	

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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

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

	CONTRACTOR
	By:
	CITY OF SANTA FE SPRINGS
	By:
	JAY SARNO, MAYOR
ATTEST	
JANET MARTINEZ, CITY CLERK	
APPROVED AS TO FORM	
YOLANDA M. SUMMERHILL, CITY AT	TORNEY

SCOPE OF SERVICES

EXHIBIT A

SPECIAL PROVISIONS

Project Description

Contractor will furnish all labor, supplies, paper products, chemicals, materials, equipment, transportation, supervision, management and incidentals required to provide Custodial Services in accordance with all terms and conditions of this Request for Bids. Contractor shall perform the Daily Standard Cleaning Services identified in Attachment A, and as scheduled for each location identified in Attachment B. Contractor shall perform the Quarterly Floor Stripping and Waxing for each location identified in Attachment C.

Section 1. Materials

Contractor will furnish toilet paper, (continuous and regular) toilet seat covers, paper towels (sheets and rolls), hand soap, deodorizers, cleaning agents, trash can liners and cleaning supplies required to maintain the City's facilities and parks.

The cost of materials identified above shall be included in the cost proposal. Contractor will use standard commercial grade materials of size and type to fit existing dispensers. All supplies required to carry out the cleaning operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act. These items are subject to inspection and approval. Sustainable products are to be used whenever feasible.

City parks and specific City facilities are available to rent for a fee. Approximately 24,000 persons per year attend special events at City parks, especially during the summer months of June-September. Approximately 65,000 persons per year attend special events at City facilities, in particular, Clarke Estate, Heritage Park, Town Center Hall, Betty Wilson Center, and Gus Velasco Neighborhood Center. Contractor shall furnish toilet paper, toilet seat covers, paper towels (sheet and rolls), hand soap and trash can liners for City facilities and park rentals for special events.

Section 2. Equipment

Contractor shall furnish, and maintain in good working condition, all cleaning equipment required to maintain each service location including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment. All equipment shall meet Occupational Safety and Health Administration (OSHA) safety standards and will be kept clean by the Contractor. The City is not responsible for stolen or vandalized items.

Contractor shall provide all necessary vehicles for transportation, trash pick-up, supply deliveries and park maintenance and related duties and tasks. Contractor's vehicles must be maintained in top condition and identified with the company logo. The Contractor shall make arrangements for back-up equipment in the event the primary equipment becomes inoperable to assure that all work activities are completed as scheduled.

The City will conduct quarterly inspections of all equipment. The City will reserve the right to determine if a piece of equipment is not meeting OSHA safety standards and request the Contractor to replace it within five (5) working days.

Section 3. Storage Space

The City will provide limited space at the various facilities for janitorial supplies, materials and equipment. Due to the limited amount of space, any storage spaces beyond that which City is presently providing for janitorial equipment, is the responsibility of Contractor. Contractor is responsible for keeping janitorial closets clean and orderly.

Section 4. Inspection of Buildings and Facilities

Monthly inspections of all areas included in the Contract shall be made by the Contractor's Supervisor, with any deficiencies noted and copied to the City's Facilities Supervisor. The results of each inspection shall be recorded and retained for reference as a Custodial Cleaning Inspection Report. The Contractor's Supervisor will conduct regular inspections with the City's Facilities Supervisor and as such other times as may be required by the City to review performance of the Agreement and to discuss any problems or matters as determined by the City. The City may also conduct unscheduled periodic inspections to assure compliance with Contract requirements.

Section 5. Non-Performance of Custodial Services

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency. After three (3) written notices to the Contractor pertaining to the same service item, e.g. Quarterly Carpet Cleaning, the City reserves the right to remove this service item from the Agreement.

Section 5. Contractor's Representatives

The Contractor shall have present at all times when performing custodial services, an onsite representative who speaks fluent English whose duty shall be to supervise and coordinate cleaning services as they occur. This onsite representative shall carry on their person during working hours a cellular phone for contact purposes. All day porters must speak fluent English.

The Contractor shall have two responsible, dedicated supervisors on the job each workday. One (1) assigned to the day shift, one (1) to the night shift and weekends. The supervisors shall be provided with cellular phones so that City representatives will be able to contact them during normal business hours. The Contractor's representatives must immediately report to the City any evidence of security breach at a City building or facility.

Section 6. Day Porters

Contractor shall provide three (3) Day Porters, for a monthly total of 500 hours, to provide custodial services Monday-Friday, from 7:30 a.m. – 4:00 p.m. The Day Porters will be deployed to perform Daily Standard Cleaning Services at the City facilities identified below:

Day Porter #1

- 1. Aquatic Center
- 2. City Hall
- 3. City Library

- 4. Fire Station No. 4 Exercise Room/Restroom
- 5. Town Center Hall
- 6. Community Garden Restroom

Day Porter #2

- 1. Gus Velasco Neighborhood Center-Offices and Meeting Rooms
- 2. Gus Velasco Neighborhood Center- Childcare Classrooms

Day Porter #3

- 1. Activity Center
- 2. Los Nietos Park Childcare Classroom
- 3. Police Services Center
- 4. Police Staging Area
- 5. Heritage Park Buildings
- 6. Sculpture Garden Artwork

In addition, Day Porters may be requested to perform service requests by the Contract Administrator on an as-needed basis during the work day.

Contractor shall allocate the proposed fee for 500 hours per month of Day Porter custodial services to the applicable City facilities in preparing the Bid Schedule.

Section 8. Cleaning Exterior Walkways

Contractor shall clean exterior walkways surfaces, ball courts and picnic areas only with handheld blowers (or power wash as required) at the following parks and facilities:

- 1. Santa Fe Springs Park (Contractor staff will open entry gate at 5:00 a.m. City Staff will be responsible for closing the gate.)
- 2. Little Lake Park
- 3. Los Nietos Park
- 4. Lakeview Park
- 5. Lake Center Park (Contractor staff will open entry gate at 5:00 a.m. City Staff will be responsible for closing the gate.)

Section 9. Work Schedules

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

The Contractor shall provide in writing, schedules for all activities for all locations. The Contractor shall notify the City in writing and receive approval prior to any revisions in the schedule.

Section 10. Extra Services

Extra services are defined as a reasonable request of general clean up, emergency or nonemergency, requested and authorized in advanced by the City. Emergency, after hours cleaning support shall be responded to within one (I) hour and billed at a two (2) hour minimum. All charges are included in the contract and the hourly rate schedule. Contractor shall notify the Contract Administrator within eight hours of the emergency service being completed.

Section 11. Contractor's Employees

The Contractor shall certify that employees providing the custodial cleaning services under the terms, conditions and specifications of the Contract are paid not less than the applicable minimum wage and provided health benefits in compliance with federal and California minimum wage and health care laws.

The Contractor shall provide employees with uniforms that have the Contractor's company name and the employee's name clearly displayed on the shirt. All uniforms worn by the Contractor's employees shall be of the same color, material and style.

The Contractor shall submit a list of all employees who are authorized to work within the limits of the City's buildings and facilities maintained by the Contractor. At no time will there be permitted any person or persons not working directly for the Contractor to enter, loiter or be involved in any action dealing with the Contract.

The Contractor shall not employ undocumented workers for work on this Agreement and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision of the Contract may be grounds for termination of the Contract.

Section 12. Contractor Orientation

Immediately following the Notice to Proceed, the City will schedule an orientation for the Contractor's Day Supervisor, Night Supervisor, Day Porters and all other staff identified and authorized to work under the Contract. The orientation will include a site visit to each City facility and park. The orientation will review the applicable Daily Cleaning Standards, required custodial service standards, and other information pertinent to the particular City facility and park.

GENERAL PROVISIONS

Section 1. Worker's Compensation

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

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

Section 2. Liability Insurance

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

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

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

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

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

Section 3. Holidays

The following days are designated by City as holidays:

- 1. New Year's Day.
- 2. Martin Luther King Jr.'s Birthday.
- 3. Lincoln's Birthday.
- 4. Washington's Birthday.
- 5. Cesar Chavez's Birthday
- 6. Memorial Day.
- 7. Independence Day.
- 8. Labor Day.
- 9. Veteran's Day.
- 10. Thanksgiving Day.
- 11. Day after Thanksgiving Day.
- 12. The day before Christmas.
- 13. Christmas Day.
- 14. The day after Christmas.
- 15. Every day appointed by the President or Governor for a public holiday.
- 16. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

Section 4. Compensation and Payment

The Contractor shall be compensated a fixed monthly amount for services rendered in accordance with the Contractor's cost proposal. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

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

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

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

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

DAILY STANDARD CLEANING SERVICES - ALL FACILITIES

- 1. Furniture and Equipment shall be free of dust, cobwebs and soil. This shall include the elimination of cleaner residue, streaks and film.
- 2. Telephones shall be free of dust and soil. The cradle, earpiece & mouthpiece should be sanitized.
- 3. Lamps shall be free of dust, cobwebs and soil. This shall include the elimination of streaks, cleaner residue and film.
- 4. Mats and Carpets shall be free of spots, stains, gum, dirt and debris. Adjoining walls, doors and floor surfaces shall be free of dust, soil and cleaner residue.
- 5. Glass and Metal Surfaces shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
- 6. Corners/Thresholds shall be free of dust, cobwebs soil, finish build-up and debris.
- 7. Floors and Cove bases shall be free of dust, cobwebs, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Floors shall be stripped and waxed quarterly or as floor conditions warrant.
- 8. Walls and Fixtures shall be free of dust, cobwebs, and soil. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.
- 9. Water Fountains shall be free of dust, cobwebs, and soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine.
- 10. Dispensers shall be free of dust, and soil. These surfaces shall be cleaned and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
- 11. Hardware shall be free of dust, soil, bacteria and scale. Bright work shall cleaned, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
- 12. Sinks and Countertops shall be free of dust, bacteria, soil, cleaner residue and soap film. This shall include the elimination of streaks, embedded soil, film and water spots.

- 13. Park Sinks shall be cleaned daily.
- 14. Mirrors shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.
- 15. Toilets and Urinals toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale. Fixtures shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
- 16. Dispensers toilet seat cover and soap dispensers should be refilled as needed.
- 17. Urinals Waterless urinal cartridges shall be replaced as needed based on usage.
- 18. Restroom Partitions shall be free of dust, cobwebs, soil and graffiti. Partitions shall cleaned, disinfected and polished-dry. This shall include the elimination of streaks and film.
- 19. Showers tile walls and floors shall be washed, disinfected, and sanitized. Shower stalls, fixtures, glass and doors shall be cleaned and polished.
- 20. Locker Rooms sanitize showers and floor tile surfaces and locker doors, and clean counters.
- 21. Kitchen Areas clean and sanitize all appliances, sinks, floor sinks, grease traps, counter areas, ceramic tile walls glass serving window and exhaust hoods and filters.
- 22. Waste Containers contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- 23. Air Vents shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.
- 24. Cabinets, refrigerator and microwave exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.
- 25. Light Fixtures shall be free of dust, cobwebs, and soil.
- 26. Ceilings All cobwebs shall be removed.
- 27. Trash Removal/Trash Containers Contractor shall facilitate the City's waste recycling program that requires each building occupant to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose, by the City. The contractor shall empty recyclable and non-recyclable waste into designated containers. Contractor shall comply with AB341. Waste removal shall be to containers

- designated by the City and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.
- 28. Formal Picnic Areas clean table tops, food service areas, patio floors, barbeque grills, and sinks.
- 29. Parks and Plazas clean all buildings, restrooms, sidewalks, bleachers, tables, benches, dugouts, gazebos, umbrellas, and playground areas.
- 30. Exercise Rooms, Boxing Rooms, Weight Rooms, Racquet Ball Courts, Indoor basketball courts clean room surfaces, equipment surfaces with disinfectant cleaning solution.
- 31. Playground Equipment clean playground equipment surfaces and play surfaces.
- 32. Outdoor Basketball Courts clean basketball court surfaces.
- 33. Exterior Walkways clean exterior walkway surfaces with handheld blowers or power wash as required.

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule	
Activity Center • 11155 Charlesworth Road • 2 nd Story • Boxing Room • Weight Room • Indoor Basketball Court	17,460	2	Mon-Fri 6:00pm Note: Indoor Basketball Court only	Day Porter 7:30am-4:00pm	
Aquatic Center ♦ 10145 Pioneer Boulevard • Locker Rooms • Showers • Picnic Area	5,004	2	Mon-Fri 6:00pm (Season: June- September) Off-Season: Bi-Weekly	Day Porter 7:30am-4:00pm Off-Season: No Porter Services	
Betty Wilson Center \$11641 Florence Avenue Kitchen Snack Bar	8,170	4	Mon-Sun 6:00 PM	No	
City Hall ♦ 11710 E. Telegraph Road • Kitchen • Basement	22,080	9	Mon-Wed -Thur 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	
City Library ♦ 11700 E. Telegraph Road • Kitchen • Reading Garden	14,581	4	Mon-Sat 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	
Clarke Estate *10211 Pioneer Boulevard • 2nd Story • Kitchen	7,504	4	Mon-Sun 6:00 PM	No	

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule	
Community Gardens Restroom * Pioneer Boulevard	65	2	No Night Services	Day Porter Mon- Fri 7:30-4:00pm	
 Fire Station No. 1 Headquarters ♦ 11300 Greenstone Avenue Offices Conf. Rooms 	3,325	4	Tues & Friday 6:00 PM	No	
Fire Station No. 4-Exercise Room * 11300 Greenstone Avenue	400	400 1-Shower No Night Services 1-Restroom		Day Porter Mon- Fri 7:30-4:00pm	
Gus Velasco Neighborhood Center – Childcare Classrooms (2) 9255 S. Pioneer Boulevard	6480	3	Mon-Sun 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	
Gus Velasco Neighborhood Center ♦ 9255 S. Pioneer Boulevard Offices Meeting Rooms (2) Kitchens (2) Fitness Room	25,920	6	Mon-Sun 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	
Heritage Park Buildings ♦ 12100 Mora Drive	7,044	4	No Night Services	Day Porter Mon-Fri 7:30am-4:00pm	

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule	
Heritage Park Sculpture Garden ♦ Mora Drive ■ Artwork	7,000*	0	No Night Services	Day Porter Mon-Fri 7:30am-4:00pm	
Lake Center Athletic Park ♦ 11641 E. Florence Avenue • Walkways • Ball Courts	10,000*	2	Mon-Sun 5:00 AM	No No	
Lakeview Park Building ♦ 10225 S. Jersey Avenue • Picnic Area • Ball Courts	1,413	4	Mon-Sun 5:00am		
Lakeview School Childcare Classroom ♦ 11436 E. Joslin Avenue • Kitchen	3,416	2	Mon-Fri 6:00 PM	No	
Little Lake Park Buildings ♦ 10900 Pioneer Boulevard • Kitchen • Picnic Area • Walkways • Ball Courts	3,312	4	Mon-Sun 5:00 AM	No	
Los Nietos Park and Recreation Building ♦ 11143 Charlesworth Road • 2 nd Story • Kitchen • Walkways • Ball Courts	1,968	2	Mon-Sun 5:00 AM	No	

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedul	
Los Nietos Park Childcare Classroom ♦ 11143 Charlesworth Road • Kitchen	4,464	2	Mon-Fri 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	
Municipal Services Yard ♦ 12636 Emmens Way • 4-Buildings • Locker Rooms (2) • Showers (4)	8,652	8	Mon-Fri 6:00 PM	No	
Police Staging Facility ♦ 12636 Emmens Way	19,170	3-Restrooms 4-Showers 2-Locker Rms.	Mon-Sun 9:00 am – 12 noon	No Day Porter Mon-Fri 7:30am-4:00pm No	
Police Services Center ♦ 11576 Telegraph Road • 2 nd Story • Kitchen	7,667	4	Mon-Sat 5:00 PM		
SFS Athletic Fields Building ♦ 9720 Pioneer Boulevard • Kitchen • Walkways	3,136	2	Mon-Sun 5:00 AM		
SFS Park Building • 10068 Cedardale Drive • Picnic Area • Walkways • Ball Courts	1,008	2	Mon-Sun 5:00 AM		
Town Center Hall ♦ 11740 E. Telegraph Road • 2 nd Story • Kitchen	16,940	4	Mon-Sun 10:00 PM	Day Porter Mon-Fri 7:30am-4:00pm	

CITY OF SANTA FE SPRINGS CUSTODIAL SERVICES

FLOOR STRIPPING AND WAXING SERVICES SCHEDULE

FACILITY 1. Betty Wilson Center	SIZE SERVICE AREA 1,800 sq. ft.	UNIT Bi-Annual
Little Lake Park-Community Rm.	1,500 sq. ft.	Bi-Annual
3. Municipal Svcs. Yard – Bld. #1	3,475 sq. ft.	Annual
4. Municipal Svcs. Yard – Bld. #2	800 sq. ft.	Annual
5. Municipal Svcs. Yard – Bld. #3	594 sq. ft.	Annual
6. Municipal Svcs. Yard – Bld. #4	616 sq. ft.	Annual
7. Town Center Hall	11,500 sq. ft.	Quarterly

City of Santa Fe Springs

City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Measure R Funding Agreements with Los Angeles County Metropolitan</u> <u>Transportation Authority</u>

RECOMMENDATIONS

That the City Council take the following actions:

- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project;
- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$2,667,000 with LACMTA for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project;
- Approve adding the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program;
- Approve adding the Alondra Boulevard and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program; and
- Authorize the Director of Public Works to initiate the project development process for both projects identified above.

BACKGROUND

In 2008 the voters of Los Angeles County approved Measure R. Measure R is a half-cent sales tax for Los Angeles County to finance new transportation projects and programs, and accelerate those already in the pipeline. The tax took effect January 2009.

The LACMTA took action at its December 2015 meeting to program \$524,000 in Measure R funds for right-of-way acquisition and construction of improvements at the Rosecrans Avenue and Valley View Avenue intersection. At its October 2017 meeting, the LACMTA board programmed an additional \$300,000 for a total project budget of \$824,000. The project is designated as a "Hot Spot" project by LACMTA.

The purposes of the Rosecrans Avenue and Valley View Avenue Intersection Project are:

- 1. Restripe the intersection to provide a striped bicycle lane along Valley View Avenue;
- 2. Increase the left turn pocket capacity on the northbound lane;
- 3. Add a second left turn lane and a striped thru lane on the southbound side;
- 4. Add a striped right turn lane for both eastbound and westbound traffic along Rosecrans Avenue.; and
- 5. Construction of a raised median along Valley View Avenue on both sides of the intersection.

Report Submitted By: Noe Negrete, Director Date of Report: January 22, 2018

Department of Public Works

The LACMTA took action at its December 2015 meeting to program \$2,967,000 in Measure R funds for right-of-way acquisition and construction of improvements at the Alondra Boulevard and Valley View Avenue intersection. At its October 2017 meeting, the LACMTA board de-programmed and de-obligated \$300,000 from the project budget for a revised total project budget of \$2,667,000. The project is designated as a "Hot Spot" project by LACMTA.

The purposes of the Alondra Boulevard and Valley View Avenue Intersection Project are:

- Restripe Alondra Boulevard to provide a right/through lane;
- 2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
- 3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection;

Staff will provide project reports and updates to the City Council, including but not limited to requests for authorization to advertise for professional services (right-of-way acquisition and appraisal services, engineering, etc.) and construction services. LACMTA will reimburse the City for costs incurred up to the limit of the funding agreement.

LEGAL REVIEW

The City Attorney has reviewed the Measure R Funding Agreements with LACMTA for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project and the Alondra Blvd. and Valley View Avenue Intersection Improvements Project.

FISCAL IMPACT

Under the Measure R Funding Agreements, LACMTA will reimburse the City based on a monthly/quarterly requisition for costs incurred for each project up to the designated project budget amount.

INFRASTRUCTURE IMPACT

The proposed intersection improvements projects will improve vehicle, truck, and bicycle traffic circulation and safety within the City.

Don R. Powell
Interim City Manager

Attachments

- 1. Measure R Funding Agreement with LACMTA for Rosecrans Avenue at Valley View Avenue Intersection Improvements Project
- 2. Measure R Funding Agreement with LACMTA for Alondra Boulevard at Valley View Avenue Intersection Improvements Project

Report Submitted By:

Noe Negrete, Director Public Works Date of Report: January 22, 2018

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of November 1, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Santa Fe Springs ("GRANTEE") for Valley View Ave intersection at Rosecrans Ave Improvements, LACMTA Project ID# MR315.40 (the "Project").

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Right-of-Way acquisition and Construction of the Project.

WHEREAS, the LACMTA Board, at its December 3, 2015 meeting, programmed \$524,000 in Measure R Funds to GRANTEE for Right-of-Way acquisition and Construction subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board at its October 26, 2017 meeting, programmed an additional \$300,000. The funds will be programmed as follows: \$524,000 in Fiscal Year (FY) 2016 and \$300,000 in FY 2018; and

WHEREAS, The revised designated project budget is \$824,000 for Right-of-Way acquisition and Construction of the Project in Measure R Funds.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I Specific Terms of the FA
- 2. Part II General Terms of the FA
- 3. Attachment A Project Funding
- 4. Attachment B Measure R Expenditure Plan Guidelines
- 5. Attachment B-1 Expenditure Plan- Cost & Cash Flow Budget
- 6. Attachment C Scope of Work
- 7. Attachment D Project Reporting and Expenditure Guidelines
- 8. Attachment D-1 Monthly Progress Report
- 9. Attachment D-2 Quarterly Expenditure Report
- 10. Attachment E Bond Requirements
- 11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

Project#: MR315.41 FA# 920000000MR315.41

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

Ву:	Date:
By:Phillip A. Washington Chief Executive Officer	
APPROVED AS TO FORM:	er e
MARY C. WICKHAM County Counsel	
By: Deputy	Date://8//8
GRANTEE:	
CITY OF SANTA FE SPRINGS	
Ву:	Date:
Don R. Powell Interim City Manager	Date.
APPROVED AS TO FORM:	
Зу:	Date:
Yolanda M. Summerhill City Attorney	Date.
ATTEST:	
Ву:	Date:
Janet Martinez	The state of the s

Project#: MR315.41 FA# 920000000MR315.41

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Phillip A. Washington Date: _____ Chief Executive Officer APPROVED AS TO FORM: MARY C. WICKHAM County Counsel GRANTEE: CITY OF SANTA FE SPRINGS By: _____ Date: _____ Don R. Powell Interim City Manager APPROVED AS TO FORM: Yolanda M. Summerhill City Attorney ATTEST: Janet Martinez Date: _____ City Clerk

Subregion ID: Gateway Cities

Project#: MR315.41 FA# 92000000MR315.41

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Phillip A. Washington Date: _____ Chief Executive Officer APPROVED AS TO FORM: MARY C. WICKHAM County Counsel GRANTEE: CITY OF SANTA FE SPRINGS Date: _____ Don R. Powell Interim City Manager APPROVED AS TO FORM: Date: _____ Yolanda M. Summerhill City Attorney ATTEST: Date: _____ Janet Martinez City Clerk

Project#: MR315.40 FA# 92000000MR315.40

PART I SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Valley View Ave intersection at Rosecrans Ave Improvements –Right-of-Way acquisition and Construction. LACMTA Project ID# MR315.40.

2. Grant Funds:

- 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
- 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$824,000 (the "Fund") for the Project. LACMTA Board of Directors' action of December 3, 2015 granted the Measure R Funds for the Project. The amount of \$524,000 Funds are programmed over one year for Fiscal Years (FY) FY 2015-16. The amount of \$300,000 Funds are programmed in Fiscal Year FY 2018.
- 3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
- 4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as <u>Attachment A</u>. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
- 5. Attachment B is the Expenditure Plan-Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

- **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.
- 7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
- 8. Attachment D is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as <u>Attachments</u> D-1 and D-2 in accordance with <u>Attachment D</u> Project Reporting and Expenditure Guidelines.
- 9. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Carlos Montez LACMTA PROJECT MANAGER MAIL STOP 99-22-9 PHONE (213) 418-3241

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E-MAIL: MontezC@metro.net

11. GRANTEE's Address:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Noe Negrete
Public Works Director
PHONE (562) 868-0511
E-MAIL: NoeNegrete@santafesprings.org

LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the 12. interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment E to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. <u>SUSPENSION OR TERMINATION</u>

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to: ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR315.40 and FA# FA920000000MR315.40

Carlos Montez; Mail Stop 99-22-9

4. <u>USE OF FUNDS</u>

- 4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.
- 4.2 <u>Attachment C</u> shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in <u>Attachment C</u>.
- 4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.
- 4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.
- 4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with

each quarter's payment.

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6. <u>REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS</u>

- GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA preapproved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.
- LACMTA, and/or its designee, shall have the right to conduct audits of 6.2 the Project as deemed appropriate, such as financial and compliance audits, interim audits, preaward audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

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- 6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
- 6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.
- 6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.
- 6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.
- 6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- 6,8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.
- 6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

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6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

- 8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.
- 8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.
- 8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.
- 8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS</u>

- 9.1 GRANTEE must demonstrate timely use of the Funds by:
 - (i) Executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
 - (ii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the second (2nd) fiscal year following the year the Funds were first programmed; and
 - (iii) Executing Contracts for Construction or Capital purchase within twelve (12) months from the date of completion of design; and
 - (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
 - (v) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
 - (vi) Expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023.
- 9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to

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another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

- 11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.
- 11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.
- 11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

- 12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- 12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

- 12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
- 12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

- 13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.
- 13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.
- 13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses,

Project#: MR315.40 FA# 920000000MR315.40

including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

- 13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.
- 13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.
- 13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.
- 13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.
- 13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

Project#: MR315.40 FA# 920000000MR315.40

- 13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.
 - 13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.
- 13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.
- 13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 92000000MR315.40

Project Title: Valley View Ave intersection at Rosecrans Ave Project#: MR315.40

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS			S 524,000		S 300,000		\$ 824,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL		5 -	\$ 524,000	s -	S 300,000	s -	\$ 824,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ +	0%
STATE							-	0%
FEDERAL:							5 -	0%
PRIVATE OR OTHER:							5 -	0%
					}			
OTHER FUNDING SUBTOTAL	S -	s -	5 -	5 -	s .	S -	\$ -	0%
TOTAL PROJECT FUNDS	S -	s -	5 524.000	5 -	\$ 300,000	5 -	\$ 824,000	100%

ATTACHMENT B MEASURE R EXPENDITURE PLAN GUIDELINES PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- o The estimated total cost for each project and program and/or each project or program activity;
- o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, rightof-way, surety, energy costs, etc.;
- O A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

- (f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.
- (k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would

do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed aniendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 92000000MR315.42

Project Title: Valley View Ave intersection at Rosecrans Ave Project#:MR315.42

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Otr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:	Qu.	4				E			
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support				\$75,000					\$75,000
Const. Support								\$90,000	\$90,000
RW Capital							\$20,000		\$20,000
Construction								\$639,000	\$639,000
Total MEASURE R	50	50	\$0	\$75,000	\$0	\$0	\$20,000	\$729,000	\$824,000
PROP C 25%									
PAED									50
PS&E									\$0
RW Support						Ę.,			\$0
Const. Support									\$0
RW.									\$0
Construction								-	\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	SO	\$0	\$0	\$75,000	50	\$0	\$20,000	\$729,000	\$824,000
SUM NON-LACMTA FUNDS:	SO	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY16-17 and FY17-18	50	\$0	\$0	\$75,000	\$0	\$0	\$20,000	\$729,000	\$824,000
				AT IS TO STATE	Manager 19	TO STATE OF THE STATE OF		***************************************	
SUMMARY OF ALL FUNDS		110 %							
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	S0	50	\$0	50	50	\$0	\$0	\$0	\$0
RW Support	SO	50	50	\$75,000	50	50	\$0	\$0	\$75,000
Const. Support	SO	SO	50	50	\$0	\$0	\$0	\$90,000	\$90,000
RW	SO	SO		50	50	\$0	\$20,000	\$0	\$20,000
	SO	SO SO		I SO	50	50	50	\$639,000	\$639,000
Construction		SO		\$75,000	50	\$0	\$20,000	\$729,000	\$824,000
TOTAL MILESTONES	50	30	30	373,000		CARLES CONTROLS	000000000000000000000000000000000000000	************	ceconomic contracts
SUM PROG LACMTA FUNDS	50	50	50	575,000	50	50	\$20,000	\$729,000	\$824,000
The state of the s	50	SO	The state of the s		SO	50	\$0	\$0	\$0
SUM NON-LACMTA FUNDS	30	30	30	30	30	-			
TOTAL PROJECT FUNDING	\$0	S0	50	\$75,000	\$0	\$0	\$20,000	\$729,000	\$824,000

Project#: MR315.40 Funding Agreement#: 920000000MR315.40

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Rosecrans Avenue and Valley View Avenue Intersection Improvements

PROJECT LOCATION:

The project is located at the Rosecrans Avenue/Valley View Avenue Intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), approximately 1 mile north of the I-5 freeway.

PROJECT LIMITS:

This project limits include the intersection of Rosecrans Avenue and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to restripe the intersection to provide a striped bicycle lane along Valley View, as well as increased left turn pocket storage on the northbound side, and a second left turn lane and a striped thru lane on the southbound side. Along Rosecrans Avenue, it's proposed to increase curb radius returns in both directions and to add a striped right turn lane for both east and westbound traffic. The improvements also include the construction of a raised median along Valley View Avenue on both sides of the intersection. New Right of Way is required on the south west corner as well as on the north east corner of the intersection.

PROJECT BACKGROUND: This project was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot". Improvements are needed in the intersection to improve the Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	NA/Completed by Metro
PS and E	NA/Completed by Metro
R/W Support	\$75,000
R/W Capital	\$20,000
Construction Capital	\$639,000
Construction Support	\$90,000
Total Budget	\$824,000

SCOPE:

The scope needed for this project includes Right of Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping, Right of Way Acquisition Capital, Construction Capital and the Construction Support necessary to provide construction oversight including to procure a consultant for

FTIP #: N/A Subregion ID: Gateway Cities Project#: MR315.40 Funding Agreement#: 920000000MR315.40

construction engineering, award a contract for construction and perform the necessary tasks to complete the job.

Two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

-	View/Alondra Right of Way ts - Current	
APN	APN	Impact Type (Acquisition and/or TCE)
1	8061-017-013	Partial Acquisition and TCE
2	8069-006-004	Partial Acquisition and TCE

The tasks necessary to complete the job including the following:

I. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined.

 Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 95% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Project#: MR315.40 Funding Agreement#: 920000000MR315.40

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

Tasks to be performed include, but are not limited, to the following:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, and preserve the existing improvements.
- C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

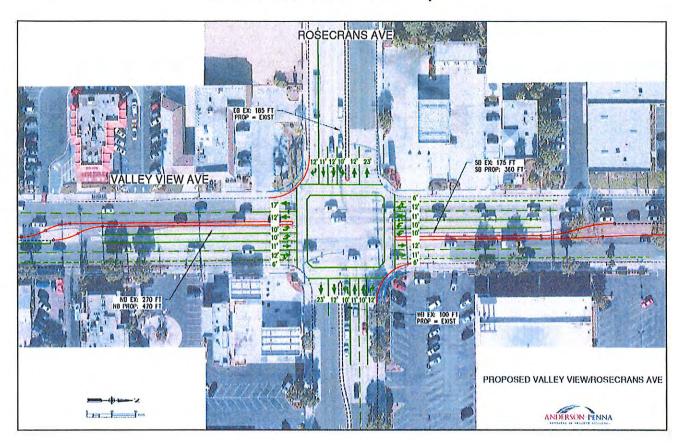
Tasks to be performed include, but are not limited to, the following:

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement including possession of property.
- I. Relocate Utilities in Conflict.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
RIGHT OF WAY	November 2017	November 2018
Certification/Mapping	November 2017	November 2017
Appraisal	November 2017	December 2017
Title Report	November 2017	December 2017
Meet with Property Owners	November 2017	October 2018
Environmental Investigation	November 2017	April 2018
SFS City Council Approval	May 2018	June 2018
Closing/Acquire	July 2018	October 2018
Property/Relocation		
Physical Possession	October 2018	October 2018
BIDDING & CONSTRUCTION	December 2018	May 2019
Ready to List	November 2018	November 2018
Advertise	November 2018	November 2018
Bid Opening	December 2018	December 2018
Selection/Approval/Award	January 2019	January 2019
Fully Executed Contract	February 2019	February 2019
Construction	February 2019	May 2019

ATTACHMENT C -Location Map



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment D1</u>) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at <u>ACCOUNTSPAYABLE@METRO.NET</u> or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may <u>not</u> be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will
 monitor the timely use of funds and delivery of projects. Project delay, if any, must be
 reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date		
July –September	November 30		
October - December	February 28		
January - March	May 31		
April - June	August 31		

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

LACMTA ATTACHMENT D-1 PROJECT TITLE: MONTHLY PROGRESS REPORT

Grantee To Complete					
Invoice #					
Involce Date					
FA#	920000000MR315.42				
Monthly Report #					

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER after the close of each month. Please note that fetters or other forms

after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMA	TION	
PROJECT TITLE:	Valley View Ave Int	ersection at Rosecrans Ave
FA #:	920000000MR315	5.42
MONTHLY REPORT SUBMITTED	FOR: Month:	Yoar:
DATE SUBMITTED:	-	
	Name:	Carlos Montoz
LACMTA Project Manag	or Phone Number:	(213) 418-3241
Victoria de la companya della companya della companya de la companya de la companya della compan	o-mall:	MontezC@metro.net
	Contact Name:	Noo Negrato
	Job Title:	Public Works Director
	Department:	Public Works
GRANTEE Contact / Project Manager	City / Agency:	Santa Fo Springs
	Mailing Address:	1170 E. Tolograph Road, Santa Fo Springs, CA 90070
	Phone Number:	(502) 808-0511
	o-mall:	NoeNegrete@santafesprings.org

Her 12 73 14

FA Measure R Hays Gen Attachment D-1 MonWay Progress Report

LACMTA ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT
SECTION 3: MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONE	9
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List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every elfort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or and dates change from those stated in the Original FA. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast	Schedule Variance
SOLICITATION (BID/PROPOSAL)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(months rout)	(month rear)	TITTO	(Month/Year)	(Months)
Develop Solicitation Package							
Fully Executed Contract						-	
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E						-	
65% PS&E				-			
95% PS&E							
OTHER: (Please specify)							
ROW	7				-		
OTHER: (Please specify)				-			
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION		
Based on the comparison of the original and actual project mile	osiono schadulos abovo, project is (select only one) :	1177
Ahead of original FA schedulo	Loss than 12 months bohind original schadulo	
On schodula per original FA schodule	More than 24 months behind original schedule	
Between 12-24 months behind original schedule		

LACMTA ATTACHMENT D-1 PROJECT TITLE: MONTHLY PROGRE: 3. TA8K9 / MILESTONE:	95 REPOR	T	over, regi		v .		100 (6 1 10)	
List tasks or milestones a								
4. PROJECT DELAY/AC If the project is delayed, is Delay issue(a)	T <u>(ON ITEM TC</u> ncludo descri	O RESOLVE DELAY ptlon of the delay and	action items that have i	seen, or will be, und Targeted Resolut	lertaken to resolv Ion/Response D	re the defay. Tate	9 9 - 9 <u>-</u>	\$ 100% \$ 200 P
6. COST SUMMARY	MANA.	**	* V4.73.X		44.44 F.			
FA Milestones		Project Budget	LACMTA Approved	Current Approved Budget	Expenditures to Dato	Cost Variance	Percent Completed By Dollar Amount	
PLANNING PA&ED								
PS&E								
ROW Support								
ROW CONSTRUCTION Support	eri :							
CONSTRUCTION	71							
7. RISK MANAGEMENT This Risk Register shall in occur and the celimeted o provide recommendation	ncludo a listin sutcome or im	g of potential project i spact to project scope	risks, identify project ri , cost and schedule; pro ct risk, This section re	ovido a qualitativo a	escenment of ris	k potontial; idonti	fy cisk miligation st	ratogios; and
Risk Calegory		Risk Event	Risk Potential (Low/Medium/High)	Risk Miligatio	n Stratogles			
Environmental								
Planning Dosign								
ROW Construction					*******		<u> </u>	
Bld/Award			-					
Third Party								
	 			ļ	******			
W	····				****	***************************************	•	
t cartify that I am the resp stated in this report is true			licar and roprosoniativ to the best of my knowl		information		karan karan da da sahin karan yang da sahin karan	
Signaturo	*****		Data					
Namo			Titlo	· · · · · · · · · · · · · · · · · · ·				***************************************

LACMTA FA MEASURE R ATTACHMENT D-2 QUARTERLY PROGRESS / EXPENSE REPORT

X X I W	Grantee To Complete
Involce#	
Invoice Dat	3
FA#	920000000MR315.42
Quarterly l	Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

,	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

ROJECT TITLE:	Valley View Ave int	tersection at Ro	<u>e</u>		
A #:	92000000MR315.42				
UARTERLY REPORT SUBMITTE	D FOR:				
Fiscal Year :			150		
Quarter :	☐ Q1: Jul - Sep ☐ Q3: Jan - Mar				
ATE SUBMITTED:	-				
ACMTA MODAL CATEGORY:	RSTI TDM Transit	Pedestr	ilan	Signal Synchronization Goods Movement	
	Name:		Carlos Mo	ontez	
LACMTA Project Manager	Phone Number:		(213) 418	-3241	
	E-mail:		MontezC@	emetro.net	
	Contact Name:		Noe Negr	rete	
	Job Title:		Public Works Director		
	Department:		Public Works		
Project Sponsor Contact / Project Manager	City / Agency:		City of Sa	inta Fe Springs	
and the same of	Malling Address:		1170 E. T	elegraph Road, Santa Fe Springs, CA 90670	
	Phone Number:	and the state of t	(562) 868	-0511	
	E-mail:		NoeNegrete@santafesprings.org		

	AND END DATES SHOWN IN THE 2	ND AND 3 RD COLUMN	S BELOW,	on. DO NOT CHANGE	
y. If milestone start and/or end dates ulate the project duration. However,	ately portray milestone dates in the origin change from those stated in the Original this does not change the original mile NLLY SUBMITTED UNDER SEPARATE (FA Scope of Work, indicat stones in your FA. PER	le the new dates unde YOUR FA AGREEMI	r Actual Schedule below a ENT. ANY CHANGES TO	
FA Milestones	Original FA Schedule in	Original FA Schedule in Scope of Work			
	Start Date	End Date	Start Date	End Date	
ronmental Clearance					
gn Bid & Award			·		
gn					
t-of-Way Acquisition					
struction Bid & Award					
und Breaking Event					
struction					
on Cutting Event					
otal Project Duration (Months)		•			
PROJECT COMPLETION					
ased on the comparison of the orig	ginal and actual project milestone sch	edules above, project is	(select only one) :		
n schedule per original FA schedulo			Less than 12 months	behind original schedule	
etween 12-24 months behind original	schedulo		More then 24 months	behind original schedule	
Vas the project design started withi	n 6 months of the date originally state	ed In the FA?			

Rov 11 1 14

3. TASKS / MILESTONE			, , , , , , , , , , , , , , , , , , , 		化银铁矿 海岸		
List tasks or milestones a	ccomplished and	progress made t	this quarter.				
4. PROJECT DELAY		W. T.	· · · · · · · · · · · · · · · · · · ·				\$ \$
		· · · · · · · · · · · · · · · · · · ·					• • • •
					le delays, if delay	/ Is for the same re	ason
as mentioned in previous					e delays, if delay	/ Is for the same re	ason
as mentioned in previous	quarters, please	Indicate by writin			e delays, if delay	/ Is for the same re	ason
as mentioned in previous	quarters, please	Indicate by writin	ig "Same as Previou	us Quarter".			ason
as mentioned in previous	quarters, please	Indicate by writin	ig "Same as Previou	us Quarter".			ason
as mentioned in previous	quarters, please	Indicate by writin	ig "Same as Previou	us Quarter".			ason
as mentioned in previous	quarters, please	Indicate by writin	ig "Same as Previou	us Quarter".			aason

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

m wat	ITEM	INVOICE#		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4			***	
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete en ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal of	officer and representative of and that to the best of my knowledge and belief the information
stated in this report is true and correct.	
Signature	Dale
Namo	Title

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of November 1, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Santa Fe Springs ("GRANTEE") for Valley View Ave intersection at Alondra Blvd Improvements, LACMTA Project ID# MR315.41 (the "Project"). This Project is eligible for funding under Line 35 Interstate 605 Corridor "Hot Spot" Interchanges of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Right-of-Way acquisition and Construction of the Project.

WHEREAS, the LACMTA Board, at its December 3, 2015 meeting, programmed \$2,967,000 in Measure R Funds to GRANTEE for Right-of-Way acquisition and Construction subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its October 26, 2017 meeting, deobilgated \$300,000 from Prior Years into MR315.40.

WHEREAS, the total designated revised funding for Right-of-Way acquisition and Construction of the MR315.41 Project is \$2,667,000 in Measure R Funds in Fiscal Year FY 2015-16.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I Specific Terms of the FA
- 2. Part II General Terms of the FA

 Attachment A Project Funding
- 3. Attachment A Project Funding
- 4. Attachment B Measure R Expenditure Plan Guidelines
- 5. Attachment B-1 Expenditure Plan- Cost & Cash Flow Budget
- 6. Attachment C Scope of Work
- 7. Attachment D Project Reporting and Expenditure Guidelines
- 8. Attachment D-1 Monthly Progress Report
- 9. Attachment D-2 Quarterly Expenditure Report
- 10. Attachment E Bond Requirements
- 11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have cauthorized representatives as of the dates ind	aused this FA to be executed by their duly licated below:
LACMTA:	
LOS ANGELES COUNTY METROPOLITAN	TRANSPORTATION AUTHORITY
By:Phillip A. Washington Chief Executive Officer	Date:
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By:	Date:
GRANTEE: CITY OF SANTA FE SPRINGS	
By: Don R. Powell	Date:
Interim City Manager APPROVED AS TO FORM:	
By:Yolanda M. Summerhill City Attorney	Date:
ATTEST:	
By: Janet Martinez City Clerk	Date:

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly
authorized representatives as of the dates indicated below:

Ву:	Date:
Phillip A. Washington Chief Executive Officer	
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	4 7
By:Deputy	Date:
GRANTEE:	
CITY OF SANTA FE SPRINGS	
Зу:	Date:
Don R. Powell Interim City Manager	Date,
APPROVED AS TO FORM:	
Зу:	Date:
Yolanda M. Summerhill City Attorney	
ATTEST:	
Зу:	Date:
Janet Martinez	

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:	
LOS ANGELES COUNTY METROPOLITAN TR	RANSPORTATION AUTHORITY
By:	Date:
Phillip A. Washington Chief Executive Officer	
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By:Deputy Level	Date:
GRANTEE:	
CITY OF SANTA FE SPRINGS	
Ву:	Date:
Don R. Powell Interim City Manager	
APPROVED AS TO FORM:	
By:	Date:
By:Yolanda M. Summerhill City Attorney	
ATTEST:	
By:	Date:
City Clerk	

PART I SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Valley View Ave intersection at Alondra Blvd – Right-of-Way acquisition and Construction. LACMTA Project ID# MR315.41.

2. Grant Funds:

- 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
- 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$2,667,000 (the "Fund") for the Project. LACMTA Board of Directors' action of November 18, 2015 granted the Measure R Funds for the Project. The Funds are programmed over one year for Fiscal Years (FY) FY 2015-16.
- 3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
- 4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as <u>Attachment A</u>. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
- 5. Attachment B-1 is the Expenditure Plan-Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.
- 6. Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a

detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

- 7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
- 8. Attachment D is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D Project Reporting and Expenditure Guidelines.
- 9. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Carlos Montez LACMTA PROJECT MANAGER MAIL STOP 99-22-9 PHONE (213) 418-3241

E-MAIL: MontezC@metro.net

11. GRANTEE's Address:

City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Noe Negrete Public Works Director PHONE (562) 868-0511 E-MAIL: NoeNegrete@santafesprings.org

LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the 12. interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment E to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

<u>PART II</u> GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to: ACCOUNTSPAYABLE@METRO.NET (preferable)

Ol'

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR315.41 and FA# FA920000000MR315.41

Carlos Montez; Mail Stop 99-22-9

FTIP #: N/A Subregion ID: Gateway Cities

4. <u>USE OF FUNDS</u>

- 4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.
- 4.2 <u>Attachment C</u> shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in <u>Attachment C</u>.
- 4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.
- 4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.
- 4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

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6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

- 6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA preapproved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.
- 6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, preaward audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

- 6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
- 6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.
- 6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.
- 6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.
- 6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- 6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.
- 6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

- 6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.
- 6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

- 8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.
- 8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.
- 8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.
- 8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

- 9.1 GRANTEE must demonstrate timely use of the Funds by:
 - (i) Executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
 - (ii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the second (2nd) fiscal year following the year the Funds were first programmed; and
 - (iii) Executing Contracts for Construction or Capital purchase within twelve (12) months from the date of completion of design; and
 - (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
 - (v) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
 - (vi) Expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020.
- 9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

- 11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.
- 11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.
- 11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

FTIP #: N/A Project#: MR315.41
Subregion ID: Gateway Cities FA# 92000000MR315.41

12. <u>COMMUNICATIONS</u>

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

- 12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.
- 12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
- 12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

- 13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.
- 13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same

FTIP #: N/A Subregion ID: Gateway Cities

proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

- 13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.
- 13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.
- 13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.
- 13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

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- 13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.
- 13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.
- 13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.
 - 13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.
- 13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.
- 13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 92000000MR315.41

Project Title: Valley View Ave intersection at Alondra Blvd Project#: MR315.41

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	F72014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACKTA PROGRAMMED FUNDING								
MEASURE R FUNDS			5 2,667,000				\$ 2,667,000	
IACATA PROGRAMMED FUNDS BT TEAR SUBTOTAL			S 2,667,000				\$ 2,667,000	100%
OTHER SOURCES OF FUNDING:	,							
IOCAL:								%0
STATE:								%0
FEDERAL:							\$	%0
PRIVATE OR OTHER:								% 0
OTHER FUNDING SUBTOTAL S	٠ .	٠ .	- \$	· S	s .			0%
TOTAL PROJECT FUNDS S	٠ .	\$	S 2,667,000	- \$	٠ .	٠ -	\$ 2,667,000	100%

ATTACHMENT B MEASURE R EXPENDITURE PLAN GUIDELINES PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

o The estimated total cost for each project and program and/or each project or program activity;

o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;

o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,

o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

 Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;

A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;

o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;

O A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

- (f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.
- (k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would

do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital

project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 92000000MR315.41

Project Title: Valley View Ave intersection at Alondra Blvd Project#:MR315.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support				\$110,000					\$110,000
Const. Support								\$250,000	\$250,000
RW Capital							\$315,000		\$315,000
Construction								\$1,992,000	\$1,992,000
Total MEASURE R	\$0	\$0	\$0	\$110,000	50	\$0	\$315,000	\$2,242,000	\$2,667,000
PROP C 25%									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW.									\$0
Construction			100						\$0
Total PROP C 25%	\$0	\$0	\$0	50	50	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	50	50	\$110,000	50	\$0	\$315,000	\$2,242,000	\$2,667,000
OTHER NON LACMTA FUNDING:									
PROJECT FUNDING FY16-17 and FY17-18	\$0	\$0	\$0	\$110,000	\$0	\$0	\$315,000	\$2,242,000	\$2,667,000
SUMMARY OF ALL FUNDS								888888888888888	
PAED	S0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	S0	50	\$0	50	50	50	\$0	\$0	\$0
RW Support	S0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$110,000
Const. Support	SO	50	SO	50	\$0	50	\$0	\$250,000	\$250,000
RW	SO	50	SO	50	\$0	\$0	\$315,000	\$0	\$315,000
Construction	SO	SO SO	50	S0	50	\$0	\$0	\$1,992,000	\$1,992,000
TOTAL MILESTONES	SO	SO	- 50	\$110,000	50	50	\$315,000	\$2,242,000	\$2,667,000
TOTAL MILLSTONES	30	-	Carley Starts		A SHAREST AND				
SUM PROG LACMTA FUNDS	50	50	\$0	\$110,000	50	50	\$315,000	\$2,242,000	\$2,667,000
SUM NON-LACMTA FUNDS		50	50	50	50	50	50	\$0	\$(
TOTAL PROJECT FUNDING	\$0	\$0	S0	\$110,000	50	\$0	\$315,000	\$2,242,000	\$2,667,000

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Alondra Boulevard and Valley View Avenue Intersection Improvements

PROJECT LOCATION:

The project is located at the Alondra Boulevard/Valley View Avenue Intersection in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), immediately north of the I-5 freeway.

PROJECT LIMITS:

This project limits include the intersection of Alondra Boulevard and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to restripe Alondra Boulevard to provide a right/through lane, two through lanes and dual left turn lanes for both the eastbound and westbound directions. The improvements also consist of widening on the south side of Alondra Boulevard and the reconstruction of the raised median east of the intersection. New Right of Way is required along the south side of Alondra Boulevard and along the east side of Valley View Avenue south of the intersection.

PROJECT BACKGROUND: This project was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection "Hot Spot". Improvements are needed in the intersection to improve the Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	NA/Completed by Metro
PS and E	NA/Completed by Metro
R/W Support	\$110,000
R/W Capital	\$315,000
Construction Capital	\$1,992,000
Construction Support	\$250,000
Total Budget	\$2,667,000

SCOPE:

The scope needed for this project includes Right of Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping, Right of Way Acquisition Capital, Construction Capital and the Construction Support necessary to provide construction oversight including to procure a

consultant for construction engineering, award a contract for construction and perform the necessary tasks to complete the job.

Three (3) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

_	View/Alondra Rig ts - Current	ght of Way	
APN	APN	LOCATION	Impact Type (Acquisition and/or TCE)
1	7001-013-097	Faro Logistics	Partial Acquisition and TCE
2	7001-012-043	Starbucks /Subway	Partial Acquisition and TCE
3	7001-012-039	Link Alondra Center	Partial Acquisition and TCE

The tasks necessary to complete the job including the following:

I. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 95% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

Tasks to be performed include, but are not limited, to the following:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, and preserve the existing improvements.
- C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

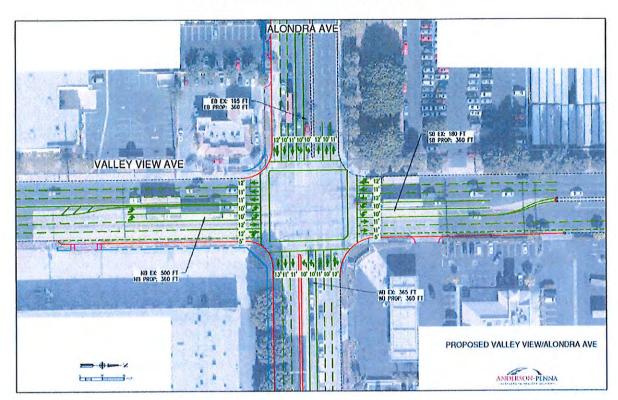
Tasks to be performed include, but are not limited to, the following:

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement including possession of property.
- I. Relocate Utilities in Conflict.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
RIGHT OF WAY	November 2017	November 2018
Certification/Mapping	November 2017	November 2017
Appraisal	November 2017	December 2017
Title Report	November 2017	December 2017
Meet with Property Owners	November 2017	October 2018
Environmental Investigation	November 2017	April 2018
SFS City Council Approval	May 2018	June 2018
Closing/Acquire	July 2018	October 2018
Property/Relocation		
Physical Possession	October 2018	October 2018
BIDDING & CONSTRUCTION	December 2018	May 2019
Ready to List	November 2018	November 2018
Advertise	November 2018	November 2018
Bid Opening	December 2018	December 2018
Selection/Approval/Award	January 2018	January 2018
Fully Executed Contract	February 2018	February 2018
Construction	February 2018	May 2018

ATTACHMENT C -Location Map



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment D1</u>) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at <u>ACCOUNTSPAYABLE@METRO.NET</u> or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may <u>not</u> be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will
 monitor the timely use of funds and delivery of projects. Project delay, if any, must be
 reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date		
July –September	November 30		
October - December	February 28		
January - March	May 31		
April - June	August 31		

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

LACMTA ATTACHMENT D-1 PROJECT TITLE: MONTHLY PROGRESS REPORT

A COLUMN TO SERVICE AND A SERV	Grantee To Complete
Invoice #	
Invoice Date	
FA#	92000000MR315.41
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER

after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION	1: GENERAL INFORMATIO)N	
PROJECT	r TITLE:	Valley View Ave Inte	ersection at Alondra Bivd
FA #:		9200000000MR315	.41
MONTHL	Y REPORT SUBMITTED FO	R: Month:	Year:
DATE SU	BMITTED:		
		Name:	Carlos Montez
	LACMTA Project Manager	Phone Number:	(213) 418-3241
		e-mail:	MontezC@metro.net
		Contact Name:	Noe Negrete
		Job Title:	Public Works Director
	100 ACC 100 A CA	Dopartment:	Public Works
	GRANTEE Contact / Project Manager	City / Agency:	Santa Fo Springs
	1 Tojout manager	Malling Address:	1170 E. Tolograph Road, Santa Fe Springs, CA 90670
		Phone Number:	(502) 808-0511
		o-mall:	NoeNegrete@santafesprings.org

Rev 12 23 14

FA Measure It Hays Gen Attachment D-1 Monthly Progress Report

LACMTA **ATTACHMENT D-1** PROJECT TITLE:

MONTHLY PROGRESS REPORT
SECTION 3: MONTHLY PROGRESS REPORT
1. DELIVERABLES & MILESTONES

List all deliverables and milesiones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or and dates change from

ihose staled in the Original FA. Additionally, FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Varlance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED .				*			
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW					1		
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION		
Based on the comparison of the original and actual project mil	asiono schadules above, project is (solect only one) :	
Ahead of original FA schodule	Loss than 12 months bohind original schedula	
On schedule per original FA schedule	More than 24 months behind original schedule	
Batwoon 12-24 months bohind original schodulo		

LACMTA ATTACHMENT D-1 PROJECT TITLE: MONTHLY PROGRESS REPORT · 海道社会 3. TASKS / MILESTONES ACCOMPLISHED List tasks or milestones accomplished and progress made this month. 2 1 18.5 PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY 4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undortaken to resolve the delay.

Datay Issue(a)

Targated Resolution/Response Date 人科美物 A WE **美国教育的企业 新科技学的** 6. COST SUMMARY Percent Current LACMTA Approved Approved Expenditures Completed By Cost Variance **Dollar Amount** Budget to Date Project Budget FA Milestopes Changes PLANNING PA&ED PS&E ROW Support ROW CONSTRUCTION Support 7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER This Risk Register shall include a lieting of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the calimated outcome or impact to project scope, cost and acticular; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur. Risk Potential Risk Mitigation Strategies Risk Category Risk Event (Low/Medium/High) Environmental Planning Dosign ROW Construction Bld/Award Third Party t corlify that I am the responsible Project Manager or fiscal officer and representative of and that to the best of my knowledge and belief the information

stated in this report is true and correct.

Signaturo

Namo

Dato

Titio

LACMTA FA MEASURE R ATTACHMENT D-2 QUARTERLY PROGRESS / EXPENSE REPORT

	Grantee To Complete
Invoice #	
Invoice Dat	8
FA#	920000000MR315.41
Quarterly l	Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

Reporting and Expenditure Guidelines (Attachment C) for further information.

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMAT	TON				
PROJECT TITLE:	Valley View Ave inte	ersection at Alo	ndra Blvd		
FA#:	92000000MR315.	41			
QUARTERLY REPORT SUBMITTE	D FOR:				
Fiscal Year :	2014-2015 2017-2018	2015-20 2018-20		2016-2017 2019-2020	
Quarter:	☐ Q1: Jul - Sep ☐ Q3: Jan - Mar	Q2: Oct			
DATE SUBMITTED:					
LACMTA MODAL CATEGORY:	RSTI TDM Transit	Pedesti	ian	Signal Synchronization Goods Movement	
	Name:		Carlos M	ontez	
LACMTA Project Manager	Phone Number:		(213) 418-3241		
	E-mall:		MontezC@	@metro.net	
	Contact Name:		Noe Neg	rete	
	Job Title:		Public W	orks Director	
Version to the second	Department:		Public Works		
Project Sponsor Contact / Project Manager	City / Agency:		City of Sa	anta Fe Springs	
, rojoot managor	Malling Address:			Telegraph Road, Santa Fe Springs, CA 90670	
	Phone Number:		(562) 868		
	E-mall:		NoeNegrete@santafesprings.org		

SECTION 3: QUARTERLY PROGRESS REPORT		
1. DELIVERABLES & MILESTONES		

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in	Scope of Work	Actual Schedule		
	Start Date	End Date	Start Date	End Date	
Environmental Clearance					
Design Bid & Award					
Design					
Right-of-Way Acquisition					
Construction Bid & Award					
Ground Breaking Event					
Construction					
Ribbon Culling Event					
Total Project Duration (Months)					
A. Based on the comparison of the original	i and actual project milestone sch	nedules above, project is	s (select only one) :		
On schedule per original FA schedule			Less than 12 months	behind original schedule	
Between 12-24 months behind original scho	adule		More than 24 month	s behind original schedule	
B. Was the project design started within 6	months of the date originally stat	ed in the FA?			
Yes [☐ No	Not Applicable	Ð		
C, Was a construction contract or capital	ourchase executed within 9 montl	hs after completion of de	esign / specifications	37	
Yes	_ No	Not Applicable			

FA Measure R Hwys Oen Attachment C-1 Quarterly Progress Expenditure Report

Rov 11.1.14

List tasks or milestones acco						
	mplished and prog	ress made this qu	arter.			
4. PROJECT DELAY			¥ 32.45.3	19 WW.		
				,		
5. ACTION ITEMS TO RESO						
5. ACTION ITEMS TO RESO If the project is delayed (as de		lude action itoms	that have been, or	will bo, undertake	n to resolve the c	dolay.
		lude action items	that have been, or	will be, undertaker	n to resolve the (dolay.
		lude action items	that have been, or	will be, undertake	n to resolve the (dolay.
		lude action items	that have been, or	will be, undertake	n to resolve the d	dolay.
		lude action items	that have been, or	will be, undertake	n to resolve the d	dolay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by en invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attechment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2			_	
3			-	
4			-	
5			╁╌	
6 7	, , , , , , , , , , , , , , , , , , ,		╁╌	
8				
9				
10				
11			_	
12			-	
13		<u> </u>	-	
	TOTAL		J	I
of t	ne Itemized Listing (above). cice Payment Information: ACMTA will make ell disbursements eller that you complete that you can be found at your conditions.	electronically unless an ex ete an ACH Request Forn www.metro.net/cellforproje	cep n ar	nd fax it to Accounts Payable at 213-922-6107.
	ortify that I am the responsible Projected in this report is true end correct		lce	r end representative of and that to the best of my knowledge and bellef the information
J.O	יספווסי טווס יסטיו טו זיסקטין טוווי ווו שיטי	•		
Sig	mature	and the second s		Date
Na	mo	,		Title

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components, GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Presentation and Consideration of the City's Comprehensive Annual Financial Report</u> (CAFR) for the Fiscal Year ending June 30, 2017

RECOMMENDATION

That the City Council receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2017

BACKGROUND

The purpose of the City's CAFR is to provide relevant financial information to the City Council, citizens, staff, grant entities, creditors, bond investors, rating agencies, and other concerned readers.

The City's financial statements contained within the CAFR are presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards. The statements are reported on a fiscal year basis beginning July 1st and ending June 30th and have been audited by an independent firm of certified public accountants, Lance, Soll, & Lunghard LLP (LSL), to provide reasonable assurance that they fairly present the City's financial condition.

In keeping with best practices, the City Council has formed an Audit Subcommittee. Its members, Mayor Sarno and Councilmember Moore, worked closely with Staff and LSL throughout the audit process. This is LSL's fourth year auditing the City after being selected through a comprehensive procurement process in the spring of 2014.

In accordance with auditing standards, LSL has also issued an Audit Communication Letter summarizing the results of the audit and a Report on Internal Control and Compliance.

The year-end audited figures are consistent with the preliminary financial information presented to the Council at the November 20th meeting and incorporate the actions taken at that meeting. The actions taken include (1) a transfer of \$269,000 from the General Fund to the Equipment Replacement Fund, (2) a transfer of \$121,500 from the General Fund to the Employee Benefits Fund, and (3) a transfer of \$49,500 from the General Fund to the Prefunded Capital Improvement Projects (CIP) Fund. Each of these actions reinstated transfers that had been eliminated as part of the mid-cycle budget review in June 2017. The Council also directed the remaining balance available in the General Fund to be added to the Unassigned General Reserve account. Lastly, the Council directed that all available funds in the Water Fund were to be deposited into the Water CIP Reserve account.

Overall, the City General Fund Unassigned Reserve balance increased approximately

Report Submitted By: Travis Hickey

Date of Report: January 22, 2018

Finance and Administrative Services

City Council Meeting

January 30, 2018

\$600,000 from \$21.3 million at June 30, 2016 to \$21.9 million at June 30, 2017. In the Water Fund, the Unrestricted Net Assets increased almost \$1.1 million from a deficit of \$729,000 at June 30, 2016 to a positive \$332,000 at June 30, 2017.

Attached is the City's CAFR, Audit Communications Letter, and Report on Internal Control and Compliance.

FISCAL IMPACT

None.

Don R. Powell

Interim City Manager

Attachments: Final audited FY 2016-17 CAFR (issued under separate cover)

Audit Communication Letter

Report on Internal Controls and Compliance



December 28, 2017

To the Honorable Mayor and Members of the City Council City of Santa Fe Springs, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Fe Springs (City) for the year ended June 30, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 24, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City's financial statements was (were):

Management's estimate of its net pension liability is based on actuarial valuation specialist assumptions. We evaluated the key factors and assumptions used to develop the proportionate share of the net pension liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of its Other Post-Employment Benefit Annual Required Contribution is based on actuarial valuation specialist assumptions. We evaluated the key factors and assumptions used to develop the Other Post-Employment Benefit Annual Required Contribution in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the value of the Florence/Roseton traffic signal infrastructure is based on a cost estimate calculation performed by the public works department. Caltrans engaged in a traffic mitigation project to modify an intersection and install a traffic signal, both of which are City assets, but the City was not provided with actual cost figures. We evaluated the key factors and assumptions used to develop the value of the Florence/Roseton traffic signal infrastructure in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

PrimeGlobal An Association of Independent Accounting Firms



To the Honorable Mayor and Members of the City Council City of Santa Fe Springs, California

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 28, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management discussion and analysis, budgetary comparison information, the schedules of changes in the net pension liability and related ratios for the agent multiple-employer miscellaneous plan, the schedule of plan contributions for the agent multiple-employer miscellaneous plan, the schedule of proportionate share of the net pension liability for the multiple-employer cost sharing plan, the schedule of plan contributions for multiple-employer cost sharing plan, and the schedule of funding progress for postemployment benefits which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.



To the Honorable Mayor and Members of the City Council City of Santa Fe Springs, California

We were engaged to report on the combining and individual nonmajor fund financial statements and schedules, and statistical section, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory or statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

New Auditing Standard No. 130

This new auditing standard is effective for financial periods ending on or after December 15, 2017; for most California municipalities it is effective for the period July 1, 2016 through June 30, 2017 and future periods thereafter. The standard allows CPA firms to issue an opinion on the financial statements conformity with generally accepted accounting principles, as well as an opinion on the operating effectiveness of internal controls over financial reporting through an integrated audit. This standard does not change the objectives of a financial statement audit, it only enhances the value and scope of a financial statement audit and increases the level of assurance provided by CPA firms on financial controls. Municipalities should look to perform an integrated audit for more assurance on the operating effectiveness of internal controls over financial reporting.

New Accounting Standards

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2016-2017 audit:

GASB Statement No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statement Nos. 67 and 68.

GASB Statement No. 74, Financial Reporting for Post-Employment Benefit Plans Other Than Pension Plans.

GASB Statement No. 77, Tax Abatement Disclosures.

GASB Statement No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans.

GASB Statement No. 80, Blending Requirements for Certain Component Units-an Amendment of GASB Statement No. 14.

GASB Statement No. 82, Pension Issues an Amendment of GASB Statements No. 67, No. 68, and No. 73.



To the Honorable Mayor and Members of the City Council City of Santa Fe Springs, California

The following Governmental Accounting Standards Board (GASB) pronouncements are effective in the following fiscal year audit and should be reviewed for proper implementation by management:

Fiscal year 2017-2018

GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

GASB Statement No. 81, Irrevocable Split Interest Agreements.

GASB Statement No. 85, Omnibus 2017.

GASB Statement No. 86, Certain Debt Extinguishment Issues.

Fiscal year 2018-2019

GASB Statement No. 83, Certain Assets Retirement Obligations.

Fiscal year 2019-2020

GASB Statement No. 84, Fiduciary Activities.

Lance, Soll & Lunghard, LLP

Restriction on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Brea, California



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council City of Santa Fe Springs California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Fe Springs, California (the City), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 28, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards. Other matters that were discovered during the audit are disclosed below:





To the Honorable Mayor and Members of the City Council City of Santa Fe Springs, California

Accounting System

During our review of the City's internal control procedures, we noted the City's financial accounting system is outdated and limited in its capabilities. The system does not restrict the opportunity to post journal entries without proper approval or restrict access to various modules and reports, which could ultimately affect operations and reporting of cash receipting, utility billing, purchasing and disbursements, payroll, capital assets, among other areas. The antiquated nature of the accounting system increases the inherent likelihood of misstatements to go unprevented or undetected.

<u>Management Response</u>: The City is currently in the process of implementing a modern enterprise-wide software system, which is expected to address the noted concerns. The first phase of the implementation, consisting of the financial module, is anticipated to go live during fiscal year 2017-18.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brea, California December 28, 2017

Lance, Soll & Lunghard, LLP

City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Presentation of Fiscal Year 2015-16 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council</u>

RECOMMENDATION

The Mayor may wish to call upon Travis Hickey, Director of Finance & Administrative Services, to assist with the presentation to the City Council.

BACKGROUND

The Government Finance Officers Association (GFOA) is a professional association of state/provincial and local finance officers in the United States and Canada, and has served the public finance profession since 1906. With more than 17,000 members, the GFOA provides leadership to the government finance profession through research, education, and recommended practices.

The GFOA established the Comprehensive Annual Financial Report (CAFR) award program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements and prepare comprehensive annual financial reports that illustrate the spirit of transparency and full disclosure. Annually, the GFOA recognizes individual governments that succeed in achieving that goal. The City of Santa Fe Springs has received this distinguished award for the past 19 years.

Mr. Richard Kikuchi, Managing Partner with Lance, Soll, and Lunghard LLP, will present the award to the City Council on behalf of GFOA.

Don N. Powell Interim City Manager

Report Submitted By: Travis Hickey

Finance and Administrative Services

Date of Report: January 23, 2018

City Council Meeting

January 30, 2018

NEW BUSINESS

Resolution No. 9568 - Appointment of City Treasurer and Assistant City Treasurer

RECOMMENDATION

That the City Council adopt Resolution No. 9568 appointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

BACKGROUND

California State Law requires that the City formally appoint those individuals acting in the treasury capacity. The former City Treasurer, Jose Gomez, terminated employment with the City effective January 25, 2018. Therefore, the need arises for the City's legislative body, the City Council, to appoint an individual to serve as City Treasurer. Travis Hickey served as the Assistant City Treasurer and is recommended for appointment to City Treasurer. Accounting Manager Lana Dich is recommended for appointment to Assistant City Treasurer. This action will appoint the employees to serve in the same capacity for the Public Finance Authority, Successor Agency, Housing Successor, Water Utility Authority, and any other related City entity that has this position as an established officer.

Don R. Powell
Interim City Manager

Attachment:

Resolution No. 9568

RESOLUTION NO. 9568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPOINTING A CITY TREASURER AND ASSISTANT CITY TREASURER

WHEREAS, Government Code Section 53607 allows for the legislative body to delegate the responsibilities of the office of City Treasurer;

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

Section 1. The City Council hereby appoints Travis Hickey to act as City Treasurer and Lana Dich to act as Assistant City Treasurer.

Section 2. The appointment to City Treasurer and Assistant City Treasurer shall apply to the City, Public Financing Authority, Successor Agency, Housing Successor, Water Utility Authority, and any other related City entity that has this position as an established officer.

APPROVED and ADOPTED this 30th day of January, 2018 by the following roll call vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:	Jay Sarno, Mayor	
Janet Martinez, CMC, City Clerk		



January 30, 2018

NEW BUSINESS

Authorize the Purchase of a Case Tractor Loader Backhoe

RECOMMENDATION

That the City Council: 1) Authorize the Director of Purchasing Services to purchase one (1) New Case Tractor Loader Backhoe from Sonsray Machinery LLC – Santa Fe Springs utilizing the National Joint Powers Alliance (NJPA) cooperative contract (Number 032515-CNH) and 2) Authorize a purchase order to be issued in the amount of \$120,436.66 for this transaction.

BACKGROUND

Replacement vehicles are budgeted annually to take the place of those that have reached the end of their mileage and/or service-use life cycle. In the FY 2017-18 Budget the City Council approved the replacement of one (1) Case Tractor Loader Backhoe used by the Public Works department. The current unit, a 1980 Ford backhoe meets the replacement criteria and has cost more than \$15,000 in repairs over the last two years just to keep it operable.

The Director of Purchasing Services requests approval to authorize the purchase by "piggybacking" on an existing cooperative agreement through NJPA from Sonsray Machinery LLC – Santa Fe Springs in the amount of \$120,436.66. NJPA issued a national contract to CNH Industrial America LLC for this type of equipment, with Sonsray being the local distributor. The contract is valid for use through June 30, 2019. The quoted amount includes all taxes, fees, and delivery.

FISCAL IMPACT

The City Council approved \$120,000 in the FY 2017-18 Budget for this acquisition. We will be purchasing four (4) Ford F150 pickup trucks, and bring those to the Council at a future meeting. We anticipate saving several thousand dollars on those purchases more than covering the \$436.66 over budget amount on this purchase.

Donald Powell

Interim City Manager

Attachment(s)
Sonsray Machinery Quote
NJPA Pricing Information

Report Submitted By: Paul Martinez Finance & Administrative Services

Date of Report: January 23, 2018



SONSRAY MACHINERY LLC

10950 Norwalk Blvd • Santa Fe Springs, CA 90670 562-903-7377 • Fax: 562-903-7301

www.sonsraymachinery.com

Ship To: SAME AS BELOW

Branch 03 03 - SANTA FE SPRING Date Time Page 1 01/12/2018 15:37:11 (0) Quote No8 Account No Phone No Q01160-03 SANTA031 5624097526 Purchase Order Ship Via TO FOLLOW Delivery Tax ID No Salesperson 241 Tony Lucia

Invoice To: CITY OF SANTA FE SPRINGS FINANCE DEPARTMENT 11710 TELEGRAPH ROAD

SANTA FE SPRINGS CA 90670-3679

EQUIPMENT QUOTE	/	SALES	ORDER
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EQU	IPMENT QUOTE / SALES ORDER	
Description ** QUOTE	** EXPIRY DATE: 02/28/2018	Amount
Stock #: ? Serial		107828.00
NEW CASE EQUIPMENT 580SN 4WD T4F TR	ACTOR LOADER BACKHOE	
CASE NJPA Contract #032515 Base Macl	nine Price \$172,783 List	
-45% NJPA DISCOUNT = \$112,309 LEAD		
TRANSMISSION 4WD POWER SHUTTLE w/ D: FRONT WHLS 12x16.5, 10PR lug REAR W	rive shart Guard	
PILOT CONTROLS EXTENDAHOE w/ Front 1		
BACKHOE powerlift / Gripper teeth /	Wid Bucket Pin Release	
BACKHOE POWEITITE / GITPPET LEECH / BACKHOE Auxiliary Hydraulics Combo	Direct W/ Manual Control	
STABILIZERS Flip Over Dirt Cleat/St	reet Pads	
LOADER BUCKET 82" 4x1 Bucket w/Bolt		
ENCLOSED 2 DOOR CAB Deluxe Heat & A		
OPERATOR SEAT Deluxe Air Suspension		
BATTERY DISCONNECT/JUMP START		
ENGINE ECO MODE / ENGINE PROTECTION	Auto Shutdown	
LOCKING DEF/FUEL COVER / TOOL BOX R	н .	
RIDE CONTROL Auto Ride Control		
TELEMATICS ON BOARD CASE SiteWatch	Telematics 3 Yr Svc incl.	
LED AMBER BEACON LIGHT: \$450		
24" BACKHOE BUCKET: \$1,150		
Hook-On Pallet Fork Set: \$3,400		
FACTORY FREIGHT: \$2,500		
Additional 10% Discount <\$11,981>		
3 YEAR 3,000 HOUR CASE PREMIER PROT	ECTION WARRANTY	
	ous Charges/Credits	
_	ty: 1 Price: 375.00	375.00
DOCUMENT FEES Q EXTENDED WARRANTY	1 1990.00	1990.00
EXTENDED WARRANTI	_	
	Subtotal:	110193.00
	CA STATE 7.25%:	7817.53
	LOS ANGELES CO 2.25%:	2426,13
Authorization:	Quote Total:	120436.66
1 Caution Do not sign this contrac	t before you thoroughly read both pages 1 and 2 of it or if it	contains blank spaces, even if otherwise advised.
PURCHASER 3. Store Manager signature require	completely filled in copy of this Sales Order when you sign it d for final acceptance of Sales Order.	Keep it to protect your legal rights.
THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDIT	IONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUN	ITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.
Purchaser's Signature	Sales Consultant	Date
Print Name	Date Accepted By	Date
F 11115 1741114		

Group 40625 - Award 22792, Heavy Equipment

CNH Industrial LLC (Construction) Contractor and Pricing Information

September 28, 2017

(Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
- 17	NYS Contract: PC67265	CNH Industrial America LLC 700 State Street Racine, WI 53402	Case Construction Name: Tony Simpson Manager Government Sales	Federal ID 76-0433811
	NJPA Contract: 032515-CNH		Toll Free Phone: (262) 636-6576 Email: tony.simpson@casece.com	NYS Vendor ID 1100123548
			New Holland Construction Name: Amy Swett Manager Government Sales Toll Free Phone: (877) 269-0114 Phone: (717) 355-1686 Fax: (866) 640-1420 Email: amy.swett@newholland.com	

Contract Pricelist and Discounts

NOTE: Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list. Discounts and authorized dealers follow on the ensuing pages.



See www.casece.com for product information

JJPA PRICE LIST DISCO Levised 01/27/2017			USA	
		NJPA MEMBER		
PRODUCT / MODEL TRACTOR LOADER	PRICE LIST	FOR USA MARKET ONLY	DISCOUNT OFF LIST PRICE	
570N EP	PL-200	TLL SAP REVISION 16 EFF January 1, 2017	38%	
TRACTOR LOADER BAC			3070	
580N 2WD	PL-200 TLB	SAP REVISION 16a EFF November 18, 2016	45%	
580N 4WD		SAP REVISION 16a EFF November 18, 2016	45%	
580SN 2WD		SAP REVISION 16a EFF November 18, 2016	45%	
580SN 4WD		SAP REVISION 16a EFF November 18, 2016	45%	
580N EP 2 WD		SAP REVISION 16a EFF November 18, 2016	45%	
580N EP 4 WD	PL-200 TLB	SAP REVISION 16a EFF November 18, 2016	45%	
580SN WT		SAP REVISION 16a EFF November 18, 2016	45%	
590SN 2WD		SAP REVISION 16a EFF November 18, 2016	45%	
590SN 4WD		SAP REVISION 16a EFF November 18, 2016	45%	
FORKLIFT				
580H 2WD	PL-200 R	TFL SAP REVISION 17 EFF. JULY 29th 2016	39%	
580H 4WD	PL-200 R	TFL SAP REVISION 17 EFF. JULY 29th 2016	39%	
CRAWLER DOZER				
650L	PL-200 CE S	SAP REVISION 10d EFF September 21, 2016	36%	
750M	PL-200 CE	SAP REVISION 15 EFF November 7, 2016	45%	
850M		SAP REVISION 15 EFF November 7, 2016	45%	
1150M	PL-200 CE	SAP REVISION 15 EFF November 7, 2016	40%	
1650M	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	SAP REVISION 15 EFF November 7, 2016	45%	
2050M	PL-200 CE	SAP REVISION 15 EFF November 7, 2016	40%	
COMPACT WHEEL LOA				
21F	PL200 C	W SAP REVISION 14 EFF January 1, 2017	36%	
L21F		W SAP REVISION 14 EFF January 1, 2017	40%	
221F		W SAP REVISION 14 EFF January 1, 2017	40%	
321F		W SAP REVISION 14 EFF January 1, 2017	40%	

Freight FOB North America plant or import distribution location

City Council Meeting

January 30, 2018

NEW BUSINESS

<u>Designation of a City Council Ad-Hoc Subcommittee for the Possible Tax Measure scheduled for November 2018 Municipal Election</u>

RECOMMENDATION That the City Council:

 Designate two Council Members to serve on an Ad-Hoc Subcommittee to assist staff with selecting an election consultant to advocate for the possible Tax Measure scheduled for the November 2018 Municipal Election.

BACKGROUND

The City of Santa Fe Springs is currently looking into placing a tax measure on the ballot for the November 2018 election. The sales tax measure will be critical for the City of Santa Fe Springs financial over the next decade. Moreover, the sales tax ballot measure will involve a number of complex issues including 1) preparing informational materials for the voters that does not violate state law governing the City "advocating" for a measure; 2) determining appropriate City services that the sales tax measure would fund; 3) providing and managing a timeline/schedule in preparing for the ballot measure. Given the complexity of the sales tax measure, staff proposes the creation of a city council subcommittee that will work with staff on these issues, including hiring an election consultant, that will assist the City in this process.

Staff proposes the City Council designate two Council Members to serve on the Ad-Hoc Subcommittee to assist staff in preparing for the sales tax measure to be placed on the November 2018 election ballot.

Don Howell Interim City Manager

Attachments:

None

Report Submitted By:

Janet Martinez, City Clerk City Manager's Office

Date of Report: January 23, 2018

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City Council Meeting

January 30, 2018

NEW BUSINESS

An employment agreement with Raymond R. Cruz on the terms of his employment as City Manager to the City of Santa Fe Springs.

RECOMMENDATION

That the City Council authorize the Mayor to execute an employment agreement appointing Raymond R. Cruz as City Manager effective March 1, 2018, for a period of five years and setting forth additional terms and conditions.

BACKGROUND

Following an executive search and selection process led by the executive recruiting firm of Bob Murray & Associates, the City Council interviewed final candidates on or about January 6, 2018 and identified Mr. Cruz as the candidate best suited to lead the City of Santa Fe Springs as its City Manager. Mr. Cruz has served as City Manager to the City of Rolling Hills from 2013 to the present. Prior to that, he served as Director of Community Services (2012-2013) and Public Services General Manager (2001-2012) with the City of Carson. His full resume which provides greater details as to his work experiences in those cities, as well as prior to that, is attached to this agenda report.

Following the interviews, the City Council gave direction to the recruiter, city staff and the City Council subcommittee (Mayor Sarno and Councilman Rounds) to negotiate an employment agreement reflecting the parameters for employment with the City. The attached employment agreement for the City Council's consideration and approval are the culmination of those negotiations and discussions.

While the employment agreement provides details about the employment relationship, a summary of the key provisions of the agreement are as follows:

Term of Agreement: Five (5) years.

Salary: Salary of \$201,000.00.

Performance Objectives: Mutually agreed performance objectives to be established by the City Council and the City Manager.

Retirement and Health Benefits: Mr. Cruz will be classified as a Tier 2 employee with the retirement benefit formula of 2% at 55 years of age. Mr. Cruz is also eligible to participate in the City sponsored medical plan.

Vehicle Use: Mr. Cruz will receive a car provided by the City or, in the alternative, receive a car allowance of \$500 per month for the use of his personal vehicle for City business.

Report Submitted By: Name Date of Report: January 25, 2018

Vacation and Sick Leave: Mr. Cruz will receive an initial balance of 120 hours of vacation and 96 hours of sick leave. In subsequent years, his accrual of vacation and sick leave will be consistent with the City's practices.

Employment Relationship: The employment agreement provides that Mr. Cruz is an atwill employee. Mr. Cruz may terminate his employment with the City by providing thirty (30) days advanced written notice. Additionally, the City Council may terminate the agreement pursuant to the notice requirement provisions and limitations to periods except that the agreement may not be terminated ninety (90) days before an election and sixty (60) days following certification of a City Council election.

Severance: Mr. Cruz is entitled to severance pay in the event that the City terminates this agreement without cause.

Again, as indicated above, this is a general summary of the terms of the agreement with the specifics in far greater detail set forth in the agreement.

FISCAL IMPACT

The salary as set forth in the employment agreement is \$201,000.00 annually. The benefits, identified above, will result in an additional cost annually to the City estimated at 20% of the salary.

Yolanda M. Summerhill, City Attorney

Attachment(s)
Employment Agreement
Raymond R. Cruz Resume

CITY OF SANTA FE SPRINGS CITY MANAGER EMPLOYMENT AGREEMENT

This AT-WILL CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made effective as of ______, 2018 ("Effective Date") and is entered into by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City") and RAYMOND R. CRUZ ("Cruz") an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

WHEREAS, City Council of the City of Santa Fe Springs ("City Council") desires to hire Cruz as an at-will employee to serve in the position of City Manager for the City ("City Manager") as prescribed by state law and City Municipal Code; and

WHEREAS, the City Council desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of City Manager; and

WHEREAS, the City desires to (1) secure and retain the services of Cruz; (2) have Cruz perform all of the regular functions of the City Manager pursuant to the codes and regulations of the City; (3) to provide inducement for him to remain in such employment, and (4) to make possible full work productivity by assuring Cruz's morale and peace of mind with respect to future security; and

WHEREAS, Cruz desires to perform and assume responsibility for the provisions of City Manager and accepts the offer of employment as City Manager made by the City; and

WHEREAS, the Parties wish to establish the terms and conditions of Cruz's provision of City Manager services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. <u>Term</u>

Subject to City Council's right to terminate Cruz's employment at any time, as provided for in this Agreement, the term of this Agreement is five (5) years from the Effective Date. Unless City gives written notice of non-renewal to Cruz at least two (2) months prior to the expiration of the initial or any subsequent term, this Agreement shall automatically renew for an additional one year term. Such employment shall be on the terms hereinafter set forth.

2. Duties and Authority

City agrees to employ Cruz as City Manager to exercise the powers and authority and to perform the functions and duties specified in the Santa Fe Springs Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes. Cruz shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as City, by its City Council, may legally assign.

3. Compensation, Performance Objectives and Performance Evaluation

- A. <u>Salary</u>. City agrees to pay Cruz an annual salary of \$201,000.00 (two hundred and one thousand dollars) ("Salary"), subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on the City's biweekly payroll cycle. In lieu of the lesser salary, Cruz waives the right to City incentive pay including physical fitness incentive pay and educational incentive pay for obtaining an advanced degree and/or Master's degree. Any adjustment to the Salary shall be at the discretion of the City Council.
- B. <u>Cost of Living Increase</u>. City agrees to provide a cost of living adjustment in Cruz's base salary equal to and at the same time as other Department Heads of the City. In the event other Department Heads do not receive a uniform increase, the increase provided shall be equal to the average amount of the increase received by Department Heads (on a percentage basis). This increase will not include merit increases received by Department Heads, but only cost of living increases. The City Council reserves the right to defer or refuse any or all part of the cost of living adjustment if the Council determines that the fiscal state of the City warrants such action.
- C. Annual Salary Review. City and Cruz agree to conduct an annual salary review concurrently with the annual performance evaluation. City, by its City Council, shall conduct an evaluation of Cruz's performance each year on or before February during the period in which this Agreement remains in effect, beginning with February 2019. Such annual salary review shall include consideration of those benefits afforded Cruz in this Agreement. Following the annual performance review, the City may increase Cruz's salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting. The City Council and/or Cruz reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.
- D. City, by its City Council, and Cruz shall set mutually-agreed upon performance objectives for each year under this Agreement. Such performance objectives shall be agreed by the Parties as necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall further establish a relative priority among the agreed objectives. These objectives shall be reasonably attainable within the limitations of the City Council approved operating and capital budgets, authorized appropriations and staffing levels.
- E. <u>Effectuating Salary Adjustment</u>. City and Cruz agree that the affirmative vote of three (3) members of Council shall be required to effectuate an increase in the salary paid to Cruz pursuant to this Agreement.
- F. <u>Deferred Compensation</u>. City agrees that Cruz may, at his sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Cruz's contributions, if any, into City's Deferred Compensation Plan fifty-cents (\$00.50) for every dollar contributed by Cruz up to a maximum of 1.5% of Cruz's salary.

G. <u>Other Compensation</u>. Cruz is not eligible for overtime pay, compensatory time off in lieu of overtime pay, or extra payment for work performed on City-designated holidays.

4. Retirement and Health Benefits

- A. <u>Retirement</u>. The City's contract with CalPERS shall apply to Cruz as a Tier 2 employee with the retirement benefit formula of 2% at 55 years of age.
 - 1. Cruz shall pay the CalPERS normal member contribution (as defined in §20677(a)(2) of the California Government Code.
 - 2. The City shall pay the 1959 Survivor Benefits premium for Cruz.
 - 3. Cruz shall be eligible for Credit for Unused Sick Leave, Cal. Gov. Code §20965, whereby he may receive additional service credit for the balance of his unused sick leave upon retirement from the City, converted per the terms of the City's contract amendment with CalPERS.
 - 4. Cruz's shall be subject to the provisions of California Government Code §20037, whereby his final compensation shall be the highest annual average compensation during any consecutive 36-month period of employment.
- B. <u>Medicare</u>. Cruz shall pay the designated employee contribution for Medicare in accordance with applicable law.
- C. <u>Health Insurance</u>. The City shall pay up to \$1,059.97 per month for Cruz and his eligible dependents to participate in City sponsored medical plan. The City's contribution shall not exceed the premium of the selected plans and tiers of coverage.
 - 1. Any remaining balance of this agreed City contribution shall not be converted to cash.
 - 2. Cruz may opt out of City sponsored medical coverage upon proof of his enrollment in other group medical insurance and may cash out according to the City's current formula.
 - 3. Cruz's salary shall be reduced by the amount of any necessary payroll deduction for health insurance premiums in excess of the agreed City contribution on a before-tax basis.
- D. Retiree Health. Following retirement from the City after having served as a City employee for no less than five (5) years, Cruz shall be eligible for a maximum monthly City contribution of \$1,059.97 per month after retirement towards coverage under a City sponsored medical plan provided that Cruz's CalPERS retirement allowance is effective the day after his official separation from City of Santa Fe Springs employment. This obligation to pay health insurance premiums shall end at such time as Cruz reaches age 65 or becomes eligible to enroll, automatically or voluntarily, in MediCal or MediCare, whichever occurs first.

- E. <u>Life Insurance</u>. Cruz shall be eligible for group life insurance equal to his annual salary up to the annual salary maximum set in the group policy, which at the Effective Date of this Agreement is \$201,000.00. Cruz is eligible to purchase voluntary City group term life insurance through payroll deduction.
- F. <u>Short & Long-Term Disability Insurance</u>. The City shall pay 100% of the premium for Cruz to be eligible for the City's short and long term disability insurance plan coverage.

5. Vehicle Use

Cruz's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City agrees to provide Cruz a monthly car allowance of Five Hundred (\$500) per month to cover expenses for city related business. Notwithstanding the foregoing, City will also reimburse Cruz for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees.

6. Paid Leave

- A. <u>Vacation</u>. The City shall provide an initial balance of sixty (60) hours of vacation leave upon the Effective Date of this Agreement. Thereafter during the term of the Agreement, Cruz shall accrue vacation leave at the rate of one hundred twenty (120) hours paid vacation leave per year. For the first year, the initial balance of sixty (60) hours shall be included in the one hundred twenty (120) hours for that year. Cruz may convert up to eighty (80) hours to cash each payroll year in accordance with the City's annual leave conversion program.
- B. <u>Sick Leave</u>. The City shall provide an initial balance of ninety six (96) hours of sick leave upon the Effective Date of this Agreement. After the first year of this Agreement, Cruz shall earn and accumulate eight (8) hours of sick leave per month worked at least one full regular workday.
- C. <u>Flexible Leave</u>. Cruz shall be entitled to sixty (60) hours of paid Executive Leave, also referred to as Flex Leave, per fiscal year. Up to twenty four (24) hours per year may accrue from year to year for a maximum of eighty four (84) total hours. Notwithstanding the right to accrue, Flexible Leave may not be converted to any other form of compensation.
- D. <u>Holidays</u>. From and after the Effective Date of this Agreement, Cruz shall be entitled to such holidays as are currently afforded City's Department Heads, and as may be modified for all of City's Department Heads by resolution of Council from time to time.

7. Professional <u>Development</u>

a. <u>Memberships</u>. City agrees to pay Cruz's membership dues in the International City Management Association ("ICMA"), ICMA Hispanic Network, California League of Cities City Manager's Department, California City Management Foundation and other similar organizations to which City is a member, at City expense. Employee shall have a right to attend these organizations meetings and annual conferences.

b. <u>Service Organization Membership</u>. The active promotion of City shall be one of Cruz's duties under this Agreement. As such, the City shall pay for Cruz toward the annual membership fee for one service organization or non-profit board based in City.

8. General Business Expenses

- A. <u>Out-of-Town Meetings, Conferences & Seminars</u>. City agrees to reimburse Cruz for expenses incurred by Cruz while attending overnight out-of-town meetings, conferences or seminars related to his employment with City.
- B. City agrees to reimburse Cruz for expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City.
- C. City agrees to reimburse Cruz the actual cost of those incidental expenses necessarily incurred by Cruz while engaged in the business of City upon the presentation of an appropriate receipt therefor, including but not limited to expenses incurred related to business lunch meetings.

9. At-Will Employment Relationship

- A. Cruz is appointed by, and serves at the pleasure of, the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement and the employment of Cruz at any time, with or without Cause (as defined below), and with or without notice. However, City and Cruz agree that termination without cause may not be exercised by the City during any period commencing ninety (90) days prior to a City Council election and ending sixty (60) days following certification of such City Council election. In the event City elects to terminate this Agreement prior to the stated term, City shall pay Cruz for all services through the effective date of termination and Cruz shall have no right to any additional compensation or payment, except as provided in Section 10 Severance and Benefit Payoff at Termination, and General Release Agreement, below.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Cruz to resign from his employment with City, subject only to Cruz providing thirty (30) calendar days' prior written notice to City of the effective date of his resignation. Upon the effective date of his voluntary resignation, Cruz forfeits all compensation and benefits owing for the remainder of the term of this Agreement, as well as any severance pay.

10. Severance and Benefit Payoff at Termination, and General Release Agreement

A. If City elects to terminate this Agreement, and the services of Cruz thereunder, without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, City shall, within (30) days after execution and the Effective Date of the Severance Agreement and General Release ("Severance Agreement") in substantial conformity with Exhibit A, pay Cruz beginning on the effective date of termination a lump sum benefit in compliance with Government Code Section 53260 equal to the lesser of the monthly

value of his Salary income times the number of months left on this Agreement or six (6) months of his then applicable Salary ("Severance"). Notwithstanding the foregoing, the City's election not to extend or renew this Agreement shall not entitle Cruz to severance pursuant to Section 10 of this Agreement.

- B. If City terminates this Agreement (thereby terminating Cruz's Employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, Cruz shall not be entitled to any additional compensation or payment, including Severance and the City Council may terminate this Agreement immediately. As used in this Agreement, Cause shall mean any of the following:
 - 1. Conviction of a felony;
 - 2. Conviction of a misdemeanor arising out of Cruz's duties under this Agreement and involving a willful or intentional violation of law;
 - 3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
 - 4. Willful abandonment of duties;
 - 5. Repeated failure to carry out a lawful directive or directives of the City Council made by the City Council as a body; and
 - 6. Any of the following acts by Cruz:
 - a) willful destruction or misuse of City property;
 - b) willful political activity involving the support of candidates for City's City Council or any other elected City official position;
 - c) financial mismanagement;
 - d) material dishonesty;
 - e) willful violation of Federal, State or City discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or City's employee(s) while acting in the course and scope of employment, while on City premises or time, and/or while acting without the prior approval or direction of the Council;
 - f) willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto;
 - g) willful violation of any conflict of interest or incompatibility of office laws;
 - h) performance of material outside business interests that conflict directly with the activities and duties as Employee, but not including educational or

professional training programs conducted by Employee whether for personal financial gain or not.

C. If Cruz terminates this Agreement (thereby terminating Cruz's employment), Cruz shall not be entitled to any additional compensation or payment, including Severance in the event of his voluntary resignation.

11. Employee's Obligations and Hours of Work

Cruz's regular days and hours of work shall be the regular days and hours assigned for City employees generally. In addition, Cruz shall attend all City Council meetings, workshops and other meetings and/or community events as directed by the City Council during non-regular business hours and days. Cruz's days and hours of work per day may be unilaterally modified by the City Council. Cruz shall be classified as an exempt employee for purposes the Fair Labor Standards Act and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Cruz will need to devote outside normal office hours to business activities of City and the exempt, salaried nature of the employment, Cruz is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Cruz's participation in activities out of the office, Cruz will generally be expected to keep office hours at City Hall, during normal business hours.

12. Confidentiality and Non-Disparagement

A. Cruz acknowledges that in the course of his employment contemplated herein, Cruz will be given or will have access to confidential and proprietary documents and information, relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Cruz that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Cruz shall hold the Confidential Information in trust for City's benefit, and shall not disclose the Confidential Information to others without the express written consent of City.

B. The obligations of City and Cruz under this Section 11 shall survive the termination of this Agreement.

13. Outside Activities

Cruz shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, incompatible with or inimical to, or which materially interferes with his duties and responsibilities to City. (Cal. Govt. Code§§ 1125, et. seq.)

14. Defense and Indemnification

For the purpose of indemnification and defense of legal actions, Cruz shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are

provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code. In accordance with the provisions of California Government Code sections 995 and 995.2, City shall defend and indemnify Cruz, using legal counsel of City's choosing, against any civil action or proceeding brought against Cruz, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as City Manager, unless such act or omission was due to actual fraud, corruption, or actual malice. In the event the City determines there is a conflict of interest between the City and Cruz and independent counsel is required for Cruz's defense, City shall select and pay the reasonable fees of such independent counsel for Cruz's defense. Cruz shall cooperate fully in the investigation and defense of any civil action or proceeding.

15. Notices

Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) City:City of Santa Fe Springsc/o City Clerk11710 Telegraph RoadSanta Fe Springs, CA 90670

(2) Cruz: Raymond Cruz 2935 Briarwood Drive Torrance, CA 90505

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

16. General Provisions

- A. <u>Integration</u>. This Agreement sets forth the final, complete and exclusive agreement between City and Cruz relating to the employment of Cruz by City. Any prior discussions or representations by or between the parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend any provision of this Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Cruz acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and his employment is, and will continue to be, at the will of the City Council.
- B. <u>Binding Effect</u>. This Agreement shall be binding on the City and Cruz as well as their heirs, assigns, executors, personal representatives and successors in interest.

- C. <u>Choice of Law</u>. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Ordinances, Policies and Resolutions.
- D. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- E. <u>Conflict with Municipal Code</u>. The City personnel ordinances, resolutions, rules and policies shall apply to Cruz in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the City Municipal Code shall prevail over this Agreement but only to the extent the Municipal Code does not authorize deviation by contract.
- F. <u>Cruz's Independent Review</u>. Cruz acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Cruz acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement. Cruz acknowledges that he has been advised to obtain, and has availed himself of, legal advice with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates reflected below each signature.

CITY OF SANTA FE SPRINGS	RAYMOND R. CRUZ
Jay Sarno, Mayor	
Dated:	Dated:
Approved as to Form:	
Yolanda M. Summerhill,	
City Attorney	
Dated:	
Attest:	

Janet Martinez, City Clerk
Dated:

EXHIBIT A

SEVERANCE AGREEMENT AND GENERAL RELEASE

This General Release Agreement ("Agreement") is entered into by and between RAYMOND R. CRUZ ("Cruz") and CITY OF SANTA FE SPRINGS ("City"), in light of the following facts:

- A. Cruz's employment with City concluded on
- B. Certain disputes may have arisen between City and Cruz.
- C. City and Cruz each deny any liability whatsoever to the other.
- D. City and Cruz wish to fully and finally resolve any and all disputes they may have with each other.
- E. Cruz is hereby informed that he has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Cruz to consult with his legal counsel before signing this Agreement.
- F. Cruz acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
- G. Cruz acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him through the date of employment termination. Cruz also acknowledges that City has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement. Cruz acknowledges that the Severance referenced in paragraph 2 of this Agreement is in excess of all amounts that are due and owing to him as a result of his employment by City.
 - 1. Receipt of Salary Payment. Cruz hereby acknowledges receipt of a check or checks for all compensation owing to him, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.
 - 2. Severance. Within ten (10) days following Cruz's signing, delivering to the City Council, and not revoking this Agreement, City shall pay Cruz the gross amount provided for in Section __ of the Employment Agreement effective _____, 201__, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section __ ("Severance"). Cruz acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.
 - 3. General Release. In consideration of the Severance to be paid and provided to Cruz, and other good and valuable consideration, Cruz hereby releases and discharges City and

its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with City which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Cruz Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Cruz hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Cruz understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Cruz expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Cruz further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees. Cruz and City agree that in the event of litigation relating to this General Release Agreement, the prevailing party shall not be entitled to recover his/its reasonable attorneys' fees.

CITY OF SANTA FE SPRINGS	RAYMOND R. CRUZ
, Mayor	
Dated:	Dated:

Raymond R. Cruz

OBJECTIVE

 To serve as a City Manager in a progressive City that provides a wide range of services to the community.

SUMMARY OF QUALIFICATIONS

- Serve as the City Manager for the City of Rolling Hills that has an affluent population who have an expectation of quality customer service and superior ethical standards from their government. I provide professional leadership in executing and administering the City Council's policies and coordinating City activities. I also provide information and recommendations to the City Council, monitor the City's financial condition, respond to citizen requests, and oversee City services and contracts.
- Worked for the City of Glendale that operated its own Police Department, Class 1
 Fire Department, and municipal Water and Power Utility.
- Served as the City of Carson's Director of Community Services that included responsibility for managing the day-to-day operations of the Public Safety, Transportation, Community Center, and Recreation and Human Services Divisions.
- Served in the capacity of a Deputy City Manager and periodically acted as the Carson City Manager in his absence.
- Managed a \$40 million operational budget and \$21 million capital budget.
- Directed 83 full-time employees (175 before 2012 reorganization) and 693 part-time employees.
- Served on Carson's collective bargaining team that negotiated labor agreements with the City's various employee labor unions.
- Managed and worked closely with six city commissions Parks and Recreation Commission, Cultural Arts Commission, Senior Citizens Advisory Commission, Youth Commission, Veterans Affairs Commission and Public Safety Commission.
- Served as Executive Director of the Arroyo Verdugo Cities A consortium of cities that includes Burbank, Glendale, Pasadena, La Canada Flintridge, and South Pasadena.
- Fourteen years of progressively responsible management experience working in the Glendale City Manager's Office.
- Developed all aspects of Glendale's citywide budget for more than nine years.
- Served as Glendale's administrative hearing officer for grievances and disciplinary actions for over eight years.
- Worked closely with Glendale's mayor and council members to resolve various issues facing the community, individual residents and businesses.

 Directed Glendale's advocacy on legislative and intergovernmental issues involving the City that were pending at the Federal, State, regional, and local level for 13 years.

EMPLOYMENT HISTORY:

11/13 - present

City Manager-Rolling Hills, CA

The City of Rolling Hills is a contract city that has a very affluent population and is an equestrian based community. The City government has a history and reputation of being fiscally strong, having high ethical standards, and providing outstanding customer service.

9/12 - 10/13

Director of Community Services--Carson, CA

As a member of the City's executive management team, I directly reported to the City Manager and administered the Public Safety, Parks and Recreation, Human Services, Community Center and Transportation Divisions.

3/01 - 8/12

Public Services General Manager--Carson, CA

As a member of the City's executive management team, I directly reported to the City Manager and administered the Public Safety, Human Services and Parks and Recreation Departments.

Program Responsibilities:

Sheriff's Contract Administration
City Prosecutor
Crossing Guards
Crime Prevention
Animal Control
Recreation Programs
Cultural and Fine Arts

Code Enforcement
Juvenile Intervention
Community Watch
Community Watch
Disaster Preparedness
Park CIP Projects
Certified Farmers Market

Six City Commissions Aquatics

Youth and Adult Sports Early Childhood Education
Enrichment Programs Grant Administration

After School Programs Boxing Center

Special Events Camps

Community Center Operations Facility Permits

Landscape and Building Maint.

Teen Programs

Graffiti Removal

Senior Citizen Recreation

Landscape and Building Maint.

Graffiti Apprehension/Restitution

Senior Assisted Living

Senior Citizen Recreation Senior Assisted Livin

Special Needs Programming Stroke Center

7/00 - 2/01

Executive Director--Arroyo Verdugo Cities, Glendale, CA

As Executive Director of Arroyo Verdugo Cities (Burbank, Glendale, La Canada-Flintridge, Pasadena and South Pasadena), I managed the organization and its mission to study and implement joint planning

efforts in order to provide services and infrastructure as effectively as possible within the sub-region.

Responsibilities:

Elected Official Support

Develop Agenda

Annual Budget Preparation

Project Manager

Public Information

Supervise Interagency Staff

SCAG Liaison

Legislative Advocacy

10/86 - 2/01

City of Glendale City Manager's Office, Glendale, CA

1995 <i>–</i> 2001	Assistant to the City Manager
1991 – 1995	Exe c utive Analyst
1989 – 1991	Sr. Administrative Analyst
1988 – 1989	Administrative Analyst
1987 – 1988	Administrative Associate
1986 – 1987	Administrative Intern

Responsibilities:

Council Support

Citywide Budget Preparation Personnel/Grievance Actions

Community Relations

Operations Analysis
Office Management

Legislative Advocacy

Intergovernmental Relations

Program and Project Development

Citizen Participation

Organizational Assessments

Public Information

6/86 - 10/86

Environmental Specialist--United States Environmental Protection Agency, San Francisco, CA

Worked in the Agency's Toxics and Waste Management Division for the "Superfund Project" and was responsible for preparing a White Paper Report on the ground water issues facing the Silicon Valley of Santa Clara County, California. The Report was a multi-agency effort to educate the elected officials and community-at-large on the array of

groundwater problems confronting the region.

9/85 - 6/86

Fellow--Coro Foundation Fellowship Program, San Francisco, CA During my public affairs fellowship program, interned and conducted several research projects for the following organizations: San Mateo County Manager's Office, Santa Clara County Chief Executive Officer's Office, Service Employees International Union Local 86, Kaiser Permanente Health Group, and Arriba Juntos — a Latino community-based United Way agency.

3/85 - 6/85

Intern-State Assemblymember's District Office, Riverside, CA
Served as an intern for the State Assemblymember, provided legislative analysis and research for local constituents who needed assistance.

10/84 - 1/85

Intern--Riverside City Manager's Office, Riverside, CA

Provided staff assistance as an intern in the City Manager's Office which included research and analysis in the areas of community development block grants, cable television, and workers' compensation.

PROFESSIONAL EXPERIENCE

Budget

Manage all aspects of the City of Rolling Hills budget preparation process.

- The City of Rolling Hills received the 2014 California Society of Municipal Finance Officers Association award for a properly prepared budget under my management.
- Managed Carson's Community Services \$40 million operational budget and \$21 million capital budget associated with public safety and recreation projects.
- Instrumental in preparing FY 2000/01 \$391 million City of Glendale operational budget.
- Assisted in the coordination and approval of all annual personnel requests for the Glendale's citywide budget.
- Responsible for preparing and managing the annual budgets for Glendale's City Manager's Office, City Council, Public Information Staff, and City Auditor's Office.
- Manage Glendale's Community Request Program which provides annual allocations from the City's General Fund to community-based organizations.

Personnel and Employee Relations

- I presently manage all full and part time employees for the City Rolling Hills and all its Human Resources functions.
- There were 175 full-time and 693 part-time employees under my direction in Carson.
- I was responsible for hiring and disciplining of all Carson's Community Services fulltime employees.
- I served on Carson's collective bargaining team that negotiated labor agreements with the City's various labor unions.
- I led a number of investigations that were initiated from Carson's fraud hotline.
- Participated in Carson's meet and confer sessions on issues that impact employees from the City's various bargaining units.
- For eight years, served as a City of Glendale Administrative Hearing Officer for grievance and disciplinary actions.
- Coordinated and approved City of Glendale's personnel requisitions, personnel reallocations, and annual performance evaluations.
- Founding member of the City of Glendale's Human Relations Committee that was responsible for promoting the value of employee cultural diversity and improving working relationships among City employees.
- Worked as an intern for the local SEIU labor union that represented janitors in the City of San Francisco's business district.

Public Safety

 I manage all aspects of public safety for the City of Rolling Hills that includes the City's contract with the Los Angeles County Sheriff Department. Manage all Rolling Hill's emergency preparedness operations that include being the Incident Commander of the Emergency Operation Center.

Expanded the Rolling Hills Block Captain responsibilities from Emergency

Preparedness to include Crime Prevention.

Coordinated Rolling Hills' first-ever Public Safety Expo at Fire Station 56 that brought out a great number of residents to learn about emergency preparedness and crime prevention.

Served as Carson's civilian administrator of the \$15 million contract with the Los Angeles County Sheriff's Department for law enforcement services. Carson has the fifth largest contract out of 42 contract cities with the Los Angeles County

Sheriff's Department.

Administered code enforcement, animal control, building security services, parking enforcement, city prosecutor services, emergency services response, disaster preparedness, juvenile diversion, crime prevention and community watch, and crossing guards in Carson.

Working with Sheriff's management, developed the first Park Enforcement Team in the Los Angeles County Sheriff's Department's history in Carson where one sergeant and eight deputies provide exclusive law enforcement services to the city's

parks.

Created a Graffiti Apprehension Program in Carson and developed a software program to track graffiti vandals and is utilized in their capture and conviction. This program has helped the City in receiving court ordered restitution for the cost of graffiti vandalism.

Initiated the effort for the City of Carson to join a coalition of contract cities that have , the City of Cerritos provide fingerprinting identification services in a more timely and The Cerritos lab has assisted the Carson station detectives efficient manner.

significantly improve solving property-related crimes.

Served as liaison for the City of Glendale on the City of Glendale/Glendale Unified

School District Safety Committee.

Member of the League of California Cities "Investment in Youth Task Force." The Task Force was successful in developing tools for local governments by providing examples of best practices in putting more resources towards preventing youth crime and delinquency by investing in prevention and intervention programs rather than expensive law enforcement suppression programs.

Economic Development and Business Assistance

I was on Carson's strategy team that is dealing with the financing issues concerning the \$800 million "Boulevards at South Bay" mixed-use project.

I served on the oversight team that is implementing the Carson Street Master Plan

that is revitalizing the City's downtown.

- Worked with the Redevelopment Agency in developing Shearer Mini Park that is on Redevelopment Agency-owned land and utilized its funds for design and construction.
- Through a negotiated agreement with Shell Oil Company, I coordinated the building of a City neighborhood park on land donated to the City.
- Participated in the application process with LAFCO to annex the unincorporated Rancho Dominguez area to Carson.

 Negotiated with British Petroleum (BP) to dedicate land and funds to Carson in order to build a mini-park on a site that was formerly a gas station.

 Utilized over \$20 million in Carson redevelopment funds to develop recreation facilities.

 Assisted Carson Redevelopment staff in reviewing staff reports and development agreements they prepared for the Carson Redevelopment Agency. 1

 In Glendale and Carson, I worked on task forces that made filming in the cities more industry friendly by streamlining the permitting process and by making productions less costly.

 In Glendale, I worked with the Chamber of Commerce on legislative issues and special events.

 Organized the Arroyo Verdugo Regional Economic Summit that dealt with the subject of regional economic development.

 Served as a troubleshooter on issues for Glendale businesses that were creating problems and issues with the City regarding permits, utilities, building plan checks and film shoots.

 Worked with local Carson businesses on issues that involved law enforcement, film shoots, special events, and code enforcement.

Recreation Services

 Administered all recreation programs at Carson's 12 full-service parks, three mini parks, four aquatic facilities and four gymnasiums. All full-service parks have fulltime recreation center supervisors present that lead all the recreation programs and services that include youth and adult sports, teen programs, after-school child care, and special events.

 The Carson Recreation Division that I managed included specialty programs such as a fitness club, skate park and boxing center.

Landscape and Building Maintenance

 Administered Carson's city crews that maintain all 126.5 acres of public grounds and 240,000 square feet of building space that included the recreation community buildings, civic center and corporation yard.

Administered Carson's custodial crews who maintain the cleanliness of city facilities
and the graffiti removal program that provides painting services and the removal of
unsightly graffiti in parks, city facilities, and throughout the public right-of-way.

Cultural and Fine Arts

 Administered Carson's numerous cultural special events that the City produced which included: Unity Day, Juneteenth, Cesar Chavez Celebration, Cinco de Mayo, Asian Pacific Celebration, Martin Luther King Jr. Celebration, Mariachi Fiesta, Jazz Festival and the Philippine Independence Day Celebration.

 Managed Carson's contractors that provided cultural and fine arts programming to the community through fine arts, music, dance, or theatrical performances.

 Managed Carson's very popular Fine Arts Summer Academy that is a camp that exposes children to fine arts, music and theatrical productions.

Human Services

Administered Carson's senior citizen's programming, including: senior recreation, case management, in-home support services, transportation, and information and referral.

Administered Carson's early childhood program that provides pre-school education

to children 3-5 years old.

Administered the Joseph B. and Mary Anne O'Neal, Jr. Stroke Center that provides ongoing group and individual activities to promote continual recovery of post-stroke survivors.

Administered the special needs program which provides the basic recreational, social and physical fitness needs of Carson's disabled population and those with developmental disabilities.

Managed a Carson grief support group and a service that assists seniors with

financial problems, social security questions, and estate planning needs.

Developed Carson's Senior Citizen's Technology Center which includes a Computer Lab for instruction on various types of computer software and a Cyber Café for surfing the Internet and for practicing computer skills learned.

Under my leadership, the City of Carson established a senior citizen's health fair, a

food bank distribution service and an income tax assistance program.

Capital Improvement Projects

Responsible for the successful construction of a sewer main extension project that now serves a new portion of the North/West section of Rolling Hills.

Reconstructed an intersection very important to Rolling Hills residents on a major arterial road that included two new protected left hand signals to make the intersection safer and improve traffic flow.

Assisted the telecommunication companies serving the community with its infrastructure improvements to improve cell phone service throughout the City of Rolling Hills.

Facilitated the completion of several significant infrastructure upgrades by Southern

California Edison to improve electricity reliability in the community.

In the midst of working on the formulation of three assessment district projects to

underground overhead utilities poles and lines.

During my tenure in Carson, I managed the construction of the following parks and recreation facilities that are now complete: \$3.9 million gymnasium, \$5 million and \$2.2 million aquatic facilities; \$445,000 skate park; \$6.1 million renovation of the Veteran Sports Complex; \$375,000 irrigation replacement project; \$850,000 park renovation which included a new T-ball field, remote restroom and snack bar; \$100,000 Senior Citizen's Technology Center and \$1 million in playground equipment replacements at ten different parks.

Completed a \$13 million master plan renovation of Carson Park and \$50,000

upgrade of the City's emergency operation center.

Coordinated the fund raising and construction of the Glendale-Montrose-Crescenta Valley Veterans Memorial that honors all the veterans from the Army, Navy, Air Force, Marines, Coast Guard and Merchant Marines who gave their lives for their country since the City of Glendale incorporated in 1906.

Intergovernmental Relations

- Represent the City of Rolling Hills with County, State and Federal legislators on intergovernmental issues with other governmental agencies; and to various professional and community based organizations.
- Coordinated the effort between the City of Glendale and the City of Burbank to jointly lobby the telephone industry group and the California Public Utilities Commission. This resulted in a decision not to impose an area code overlay for the 818 area code within the cities' geographic limits.
- Served as liaison between the City of Glendale and Glendale Unified School District to troubleshoot issues concerning construction as part of their \$190 million school construction bond measure.
- Made significant contributions to the establishment of the Arroyo Verdugo Council of Governments (initially included the cities of Burbank, Glendale, Pasadena, La Canada-Flintridge, and South Pasadena) that directed work on regional planning issues and mutual problems facing the five communities.

Organization Review and Effectiveness

- Part of management team that consolidated different City of Glendale sections that provided code enforcement and neighborhood beautification activities into a single effective and efficient unit - the Neighborhood Services Section.
- Performed an organizational audit of the Glendale Traffic and Transportation Section that included recommendations that were implemented to improve the operations of the section.
- Following the request of the City of Glendale's City Council, implemented a new procedure for selecting members to its Boards and Commissions that resulted in a more open and participatory process.
- Implemented a number of recommendations from a consultant that conducted a management audit of Carson's operations to determine where it could be more efficient and effective in providing city services.

Legislative Advocacy

- Have been active in legislative advocacy for the City of Rolling Hills on the topics of electric reliability, citing of telecommunication facilities, the placement of a LA-RICS communication tower in the City, and the saving of the Los Angeles Air Force Base in the South Bay.
- Was directly responsible for all the City of Glendale's lobbying efforts at the Federal, State, regional, and local level for 14 years.
- Supervised and managed the activities of the City of Glendale's lobbyist in Sacramento.
- In the 2001 Federal Budget, I successfully acquired \$200,000 for police technology equipment for the City of Glendale.
- Via the California State Legislature, coordinated the City of Glendale's lobbying efforts that successfully garnered \$5.7 million for open space, \$1 million to fund a joint school district/city library within the City of Glendale, and \$200,000 for a public safety mobile command post.
- Assisted in getting State legislation initiated in Glendale adopted into State law that allow cities to establish Park Ranger Reserve positions with full peace officer status, and created a new crime and stiffer sentence for "aggravated trespass."

 Authored a white paper report that was the result of collaboration between San Gabriel Valley cities within the 21st State Senate District that provided analysis and recommendations on how to solve California's FY 1993/94 State budget crises.

EDUCATION:

University of Southern California, Los Angeles, CA

Masters of Public Administration - Graduated with the Highest Honors

Coro Foundation Fellowship Program, San Francisco, CA

One of 12 people selected nationally to participate in a postgraduate fellowship program in public affairs in which I received direct experience in the areas of local government, business, labor, media, agriculture, community-based organizations and politics.

University of California at Riverside, Riverside, CA

Duel Bachelors in Public Service and Political Science.

SPECIALIZED TRAINING:

- Disaster Management—California Specialized Training Institute
- Certificate in Maintenance Management—North Carolina State University and National Recreation and Parks Association.

PRESENT AND FORMER AFFILIATIONS:

- International City Management Association
- International City Management Association Hispanic Network
- California City Management Foundation
- L.A. County Sheriff Department/Contract Cities Liability Trust Fund Committee
- South Bay City Manager's Association, Treasurer
- · U.C. Riverside Alumni Association Board Member
- U.C. Riverside Alumni Association Scholarship Chairmen
- Gateway Cities Public Safety Director's Association
- California Parks and Recreation Society
- National Recreation and Parks Association
- South Bay Parks and Recreation Director's Association
- Municipal Management Assistants of Southern California
- Glendale Latino Association, President
- Glendale-Crescenta Valley Red Cross Board Member
- Glendale Catholic Youth Organization Advisory Board Member
- Glendale Chamber of Commerce Legislative Committee
- Glendale Youth Advisory Council
- Glendale School Safety Committee

HONORS AND AWARDS:

- The City of Rolling Hills received the 2016 Energy Efficiency Recognition Award for excellence in municipal and community energy savings by the South Bay Cities Council of Governments.
- The City of Rolling Hills received the 2014 and 2015 Certificate of Achievement for excellence in financial reporting by the Government Finance Officers Association of the United States. The award recognizes that the City's comprehensive annual financial reports and auditing process that achieved the highest standards in government accounting and financial reporting.
- Under my leadership, the City of Carson won the California Parks and Recreation Society's (CPRS) Award of Excellence for Architectural Facility Design for the Hemingway Park Aquatic Center; the League of California Cities Helen Putman Award for its Youth Conference and anti gang/violence program "Hands Without Guns;" Torrance-Southbay YMCA Community Partnership 2012 Award in support of senior nutrition and socialization program; West Basin Water District Water Reliability Award for dedication and support in making water supplies more reliable; and two Southern California Municipal Athletic Federation Golden Shield Awards for its leadership and innovation in youth athletic programs.
- During my tenure, the Carson Sheriff's Sub-Station won the James Q. Wilson Award of Excellence in Community Policing given by the California Attorney General's Office.
- Recipient of the Glendale Latino Association's "Person of the Year" award
- Recipient of the Glendale Chamber of Commerce's "Project of the Year" and "Organization of the Year" awards for the Glendale-Montrose-Crescenta Valley Veterans Memorial.
- Honored by the Glendale Latino Student Initiative for efforts in promoting and assisting Latino students to prepare themselves in high school for higher education opportunities.
- Recipient of the "Outstanding Young Men of America" Award for outstanding leadership in the local community.
- Recipient of the University of Southern California School of Public Administration's most prestigious graduate student award – the Fletcher Bowron Award for future promise as an urban administrator.
- Recipient of the University of Southern California School of Public Administration's Commencement Award for Outstanding Academic Merit.
- Recipient of the RJR Nabisco Public Administration Hispanic Fellowship
- Who's Who Among Students in American Universities and Colleges.
- U.C. Riverside Dean Broadbent Award for Men 33% Academics, 33% Extracurricular activities, and 33% Leadership.
- U.C. Riverside Student Body President.

City of Santa Fe Springs

City Council Meeting

January 30, 2018

PROCLAMATION

<u>Proclamation declaring February 2018 as "Heart Health Month" in the City of Santa Fe Springs</u>

RECOMMENDATION

That the City Council proclaim the month of February 2018 as "Heart Health Month" in Santa Fe Springs.

BACKGROUND

February has been designated as Heart Health Month in the United States. Heart Health Month is an annual campaign dedicated to raising awareness of heart disease and educating the public about the importance of preventing the disease by living heart-healthy lives.

According to the Heart Foundation and the American Heart Association, heart disease is the leading cause of death for both men and women in the United States. It claims approximately 1 million lives per year. Heart disease risk factors include diabetes, obesity, poor diet and physical inactivity. The good news is that heart disease can be prevented. If people make healthier choices and learn to manage their health conditions, they lessen their chance of developing heart disease. Communities, health professionals, and families can work together to create opportunities for people to make healthier choices.

Although the City of Santa Fe Springs provides these opportunities year round, this February, the City of Santa Fe Springs will proudly participate in Heart Health Month by providing educational resources to our community, informing the public of the different health & wellness programs the City offers, and again partnering with PIH Health to offer a series of health & wellness classes. The classes are taught by PIH professionals at the Gus Velasco Neighborhood Center. Upcoming series includes Live Your Best Life, Better Choices Better Health, and Moving Forward with Diabetes. All of these classes will also be taught in Spanish.

Additionally, the City will encourage the "Healthy for Good" movement by the American Heart Association. The purpose of this effort is to inspire people to create lasting change in their health and their life, one small step at a time. The approach is simple: Eat smart. Add color. Move more. Be well.

Furthermore, we invite everyone to wear red on Friday, February 2, 2018 and show your support for heart health and saving lives. National Wear Red Day is the first Friday each February and it is a day to bring attention to heart disease, especially in women. Everyone is encouraged to wear red, know their cardiovascular risk and take action to live longer, healthier lives.

City of Santa Fe Springs

City Council Meeting

January 30, 2018

The Mayor may wish to call upon Maritza Sosa-Nieves, Management Assistant, to assist with the presentation.

Don Fowell

Interim City Manager

Attachment

(Proclamation – Heart Health Month)

WHEREAS, the month of February is Heart Health Month, an annual campaign dedicated to raising awareness of heart disease and educating the public about the importance of preventing the disease by living heart-healthy lives; and

WHEREAS, heart disease claims 1 million lives each year in the United States; and

WHEREAS, heart disease can be prevented by making healthier choices and lifestyle changes; and

WHEREAS, this February, the City of Santa Fe Springs will join the nationwide movement in support of healthier communities and healthier lives;

WHEREAS, the Community Services Department has partnered with PIH Health to offer health and wellness classes to members of the community; and

NOW, THEREFORE, be it resolved that I, Jay Sarno, Mayor of the City of Santa Fe Springs, proclaim February 2018 as

"Heart Health Month"

in the City of Santa Fe Springs, and encourage all citizens to educate themselves about heart disease, learn how it can be prevented, and take the necessary steps toward a healthier lifestyle. Furthermore, I call upon all community members to get involved and help raise heart disease awareness by participating in National Wear Red Day on Friday, February 2 as a sign of commitment to fighting heart disease.

DATED this 30 day of January 2018

MAYOR	JAY	SARNO	
THE I OIL	D 2 L L	DIMI	

City of Santa Fe Springs

City Council Meeting

January 30, 2018

PRESENTATION

<u>Introduction of New Department of Community Services Employee, Librarian I Olivia Shea</u>

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce Olivia Shea.

Olivia Shea, Librarian I, recently began employment with the City. She is at tonight's Council meeting to be introduced to the City Council and the community.

Don R. Powell

Interim City Manager

PRESENTATION

Recognition of 2017 Christmas Home Decorating Award Program Recipients

RECOMMENDATION

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

BACKGROUND

The Holiday Home Decorating Contest Committee toured the City on Friday, December 15, 2017. The Committee, chaired by Councilmember Bill Rounds, consisted of Beautification Committee members.

The homes that were judged by the committee were based on 37 city resident applicants. Applications were available to city residents beginning the week of Monday, November 27th through Wednesday, December 8th. Advertisement for the contest consisted of fliers sent home with school age students in our local schools, city brochure, web-site, social media, and applications available at city facilities and city special events.

After touring the neighborhoods of decorated homes, the committee decided upon 10 homes which they felt best embodied the spirit of the contest and the holiday season. Each recipient will be recognized at tonight's council meeting where they will receive a lawn sign recognizing them as a 2017 award recipient and an engraved picture plaque of their decorated home.

Interim City Manager

Attachment:

2017 Christmas Home Decorating Program Award Recipients List

2017 Christmas Home Decorating Program Award Recipients

Name	Address	Award
Manny Valdez	9832 Orr & Day Rd.	Christmas Miracle
Al Maestas	9211 Alburtis Ave.	Children's Delight
AJ Hayes	11569 Claymore St.	Most Traditional
The Pulley Family	12257 Holly Court	Best use of space
Ruben & Maggie Garcia	10807 Jersey Ave.	Holiday Spirit Award
Fernando Martin	10703 Roseton Ave.	Christmas Forest Delight
Craig Pieper & Monica Lozano	11314 Clarkman Ave.	Fantasyland
The Perez Family	11244 Glenworth St.	Curb Appeal
Arcelia & Sergio Valenzuela	11134 Garetal St.	Best Window Display
Canchola Family	11209 Garetal St.	Best Holiday Scene

January 30, 2018

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	1	Trujillo
Family & Human Services	1	Moore
Historical	2	Rounds
Historical	2 3 3	Sarno
Historical		Trujillo
Historical	3	Zamora
Parks & Recreation	2	Sarno
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	2	Sarno
Senior Citizens	4	Trujillo
Sister City	3	Rounds
Sister City	4	Sarno
Sister City	3	Trujillo
Sister City	3	Zamora
Traffic Commission	1	Trujillo

Applications Received: None

Recent Actions: None.

Don Powell Interim City Manager

Attachments:
Committee Lists
Prospective Members

Report Submitted by: Janet Martinez

City Clerk

Date of Report: January 24, 2018

ITEM NO. 32

Prospective Members for Various Committees/Commissions

Beautification Miriam Herrera
Family & Human Services Miriam Herrera
Heritage Arts Miriam Herrera
Historical
Personnel Advisory Board
Parks & Recreation Miriam Herrera
Planning Commission
Senior Citizens Advisory Frank Aguayo Sr.
Sister City
Traffic Commission
Youth Leadership

BEAUTIFICATION COMMITTEE

updated 10/5/17

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 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray Suadalupe Placensia Vacant Vacant Vacant	(19) (19)
Zamora	Mary Reed Charlotte Zevallos Doris Yarwood Vada Conrad Joseph Saiza	(18) (18) (18) (19) (19)
Rounds	Sadie Calderon Rita Argott Mary Arias Mariene Vernava Vacant	(18) (18) (19) (19)
Sarno	Irene Pasillas May Sharp Vacant Vacant Vacant	(18) (19)
Trujillo	Mary Jo Haller Nora Walsh Margaret Bustos* Vacant	(18) (10) (18)

^{*}Indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 10/5/17

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

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

Membership:

15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Vacant	
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

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

updated 10/5/17

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

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

Membership:

9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Laurie Rios	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	Amparo Oblea	6/30/2019
Committee Representatives		
Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019
Council/Staff Representatives		
Council Liaison	Richard Moore	
Council Alternate	Jay Sarno	
City Manager	Don Powell	
Director of Community Services	Maricela Balderas	
Director of Planning	Wayne Morrell	

^{*}Indicates person currently serves on three committees

HISTORICAL COMMITTEE

updated 10/12/17

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

NAME	TERM EXPIRES JUNE 30 OF
Astrid Shesterkin	(18)
Tony Reyes	(18)
Amparo Oblea	(19)
George Felix, Jr.	(19)
Vacant	
Vacant	
Vacant	
_arry Oblea	(18)
V acant	
Vacant	
Mark Scoggins*	(19)
Janice Smith	(19)
Vacant	
Vacant	
Vacant	
Sally Gaitan	(19)
Vacant	
Vacant	
Merrie Hathaway Vacant	(19)
	Astrid Shesterkin Fony Reyes Amparo Oblea George Felix, Jr. /acant /acant /acant /acant /arry Oblea //acant

^{*}Indicates person currently serves on three committees

PARKS & RECREATION ADVISORY COMMITTEE

updated 10/17/17

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Maore	Mary Tavera Adrian Romero William Logan Ralph Aranda Kurt Hamra	(18) (19) (19) (19) (19)
Zamora	Michael Givens Ruben Gonzalez Frank Aguayo, Sr. Sally Gaitan Vacant	(18) (18) (18) (19)
Rounds	Kenneth Arnold Mary Anderson Johana Coca* Tim Arnold Mark Scoggins*	(18) (18) (18) (19) (19)
Sarno	Rudy Lagarreta Jr. Debbie Belmontes Lisa Garcia Vacant David Diaz-Infante	(18) (18) (19) (18) (19)
Trujillo	Dolores Romero Andrea Lopez Lydia Gonzalez Anthony Ambria Arcelia Wiranda	(19) (18) (19) (19)

^{*}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	JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernande	z 6/30/2020

PLANNING COMMISSION

updated 10/17/17

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 ADVISORY COMMITTEE

updated 10/9/2017

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

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

Membership:

25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Paul Nakamura Astrid Shesterion	(18) (19)
	Vacant Vacant Vacant	
Zamora	Dolores Duran	(18)
Zamora	Elena Lopez Armendariz	, ,
	Rebecca Lira	(18) (18)
	Amelia Acosta	(19)
	Gloria Madrid	` '
	Gioria iviagrig	(19)
Rounds	Vacant	
	Bonnie Fox	(16)
	Gilbert Aguirre	(19)
	Lorena Hultron	(19)
	Janie Aguirte	414
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujilla	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

^{*}Indicates person currently serves on three committees

SISTER CITY COMMITTEE

updated 10/24/17

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 JUNE 30 OF
Moore	Martha Villanueva Laurie Rios	(18) (18)
	Mary K. Reed Peggy Radoumis Francia Carbajal	(19) (19) (19)
Zamora	Charlotte Zevallos Vacant	(18)
	Vacant Doris Yarwood	(19)
	Vacant	(19)
Rounds	Manny Zevallos Susan Johnston	(18) (18)
	Vacant Vacant Vacant	
Sarno	Jeannette Wolfe Vacant Vacant	(18)
	Vacant Vacant	
Trujillo	Vacant	(12) (42)
	Andrea Lopez Vacant	(18)
	Marcella Obregon Vacant	(19) (18)

^{*}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	Bryan Collins
Rounds	Johana Coca
Sarno	Alma Martinez
Trujillo	Vacant
Zamora	Nancy Romo

YOUTH LEADERSHIP COMMITTEE

updated 10/18

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 Year Listed or upon Graduation
Moore	Richard Aguilar	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Rafael Gomez	(19)
	lvan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	Amber Marquez	(18)