



AMENDED AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

February 8, 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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

CITY COUNCIL

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 City Council.

a. Minutes of the January 11, 2018 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

OLD BUSINESS

4. 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.

PUBLIC HEARING

5. Resolution No. 9567 – Approving the issuance of revenue bonds by the California Statewide Communities Development Authority (CSCDA) 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 issuance of revenue bonds by the CSCDA 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.
- 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); and.
- Find that the proposed action is not a project subject to the California

Environmental Quality Act (CEQA) as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required for the project; and

- Adopt Resolution No. 9567, approving the issuance of the Bonds by the CSCDA 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

NEW BUSINESS

6. Resolution No. 9570 Weed Abatement

Recommendation: That the City Council:

- Adopt a Resolution declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 22, 2018 as the date for the Public Hearing.

7. Creation of a Hotel Development Fund

Recommendation: That the City Council:

- Approve a transfer \$50,000 from the General Plan update account to create a fund to underwrite specific expenses related to the development of the hotel in Heritage Corporate Center.

8. Signature Authorization Amendment for Contracts with State Department of Education (SDE) for Fiscal Year 2017-2018

Recommendation: That the City Council:

- Approves Resolution No. 9569 authorizing the Mayor as signatory authority for Contract CSPP-7168 with the State Department of Education for Fiscal Year 2017/2018 for the purpose of providing child care and development services for preschool age children.

9. South Residential Street Improvement – Authorization to Advertise for Construction Bids

Recommendation: That the City Council:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

10. Right-of-Way Acquisition Services – Authorization to Advertise

Recommendation: That the City Council:

- Authorize the Director of Public Works to Advertise a Request for Proposals (RFP) to Provide Right-of-Way Acquisition Services in connection with the Alondra Boulevard and Valley View Avenue Intersection Improvements Project, and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project.

11. Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Sixteen (16) "Level-A" Hazmat Suits for the Department of Fire-Rescue

Recommendation: That the City Council:

- Accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$34,941.45 and authorize the purchase of sixteen (16) "Level-A" Hazmat Suits from LN Curtis.

12. Approval of the Following New Classification: Human Resources Technician

Recommendation: That the City Council:

- Adopt a new classification : Human Resources Technician
- Adopt a revised Citywide Salary Schedule inclusive of the personnel action.

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to subdivision (d)(4) of California Government Code Section 54956.9 for two (2) potential cases.

Please note: Item Nos. 14 – 23, will commence at the 7:00 p.m. hour.

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

16. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

17. **ANNOUNCEMENTS**

18. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

19. **PRESENTATIONS**

- a. Youth Leadership Committee Report on Retreat to Green Valley, California held January 12 – 14, 2018 and Recognition of Retreat Sponsor Serv-Wel Disposal
- b. Proclamation - Earned Income Tax Credit and Volunteer Tax Assistance (VITA) Program
- c. Presentation to the Santa Fe Springs 49ers Junior Clinic Red Football Team for Winning the Division, League, and Superbowl Championships
- d. Presentation of Badge and Firefighter Protective Gear to Firefighters Brent Eastman and Casey Jones
- e. Presentation to Ruth Slusher upon her Retirement

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

20. Committee Appointments

21. **ORAL COMMUNICATIONS**

City of Santa Fe Springs
Regular Meetings

February 08, 2018

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

22. COUNCIL COMMENTS

23. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC
City Clerk

February 5, 2018
Date



APPROVED:

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

January 11, 2018

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order at 6:07p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

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

CITY COUNCIL

3.

a. Minutes of the December 18, 2017 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Fire Station No. 4 Underground Fuel Tank Removal – Award of Contract

Recommendation: That the City Council:

- Accept the bids; and
- Award a contract to Fleming Environmental, Inc., of Fullerton, California in the amount of \$39,236.00.

c. Slurry Sealing Various City Streets (FY 2017/18) – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Roy Allan Slurry Seal, Inc. of Santa Fe Springs, California in the amount of \$171,333.86 for the subject project.

ITEM NO. 3A

d. Los Nietos Park Activity Center Floor Resurfacing – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment (less 5% Retention) to Geary Floors, Inc. of El Cajon, California in the amount of \$4,042.25 for the subject project.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Sarno, to approve items no. 5A, 5B, & 5C, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

Absent: None

PUBLIC HEARING

4. Alcohol Sales Conditional Use Permit Case No. 74

Request for approval of Alcohol Sales Conditional Use Permit Case No. 74 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of alcoholic beverages at Aerostar Global within the Heavy Manufacturing (M-2) Zone at 10810 Painter Avenue. (Tatum Logistics, LLC)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 74, and thereafter close the Public Hearing.
- Approve Alcohol Sales Conditional Use Permit Case No. 74 subject to the conditions of approval contained within this report.

Mayor Rounds opened the public hearing at 6:08 p.m.

There were no speakers present to speak on item no. 4.

Mayor Rounds closed the public hearing at 6:08 p.m.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve alcohol sales conditional use permit case no. 74 subject to the conditions of approval contained within this report, by the following vote:

Ayes: Moore, Trujillo, Zamora, Sarno, Rounds

Nayes: None

Absent: None

CLOSED SESSION

5. PUBLIC EMPLOYMENT APPOINTMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager

CLOSED SESSION

6. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: Assistant City Manager

Yolanda Summerhill, City Attorney read Closed Session titles. She announced that the public

had an opportunity to speak on such items, if anyone was interested to approach the podium. No one was present to speak on the closed session items.

Mayor Rounds recessed the meetings at 6:09 p.m.

Mayor Rounds convened the meeting at 7:05 p.m.

Report from City Attorney on Closed Session: Convened at closed session nothing to report.

7. INVOCATION

Invocation was led by Council Member Zamora.

8. PLEDGE OF ALLEGIANCE

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

9. INTRODUCTIONS

- Chamber of Commerce Representatives: Chamber President Sharon Wu and Chamber CEO Kathie Fink.

10. ANNOUNCEMENTS

- Income Tax Preparation Assistance
- Korean Classical Music & Dance Company
- A Day in the Big Apple Senior Dance
- Donations of Medical Supplies being accepted for the Sister City, Navojoa

11. PRESENTATIONS

- a. Recognition of Whittier Police Captain Aviv Bar and Introduction of Whittier Police Captain Mike Davis
- b. Presentation to Gil Reveles upon his Retirement

COUNCIL REORGANIZATION

12. Nomination of Mayor and Mayor Pro Tem for 2018

The City Clerk declared the office of the Mayor to be vacant and opened the floor for nominations. Council Member Zamora nominated Mayor Pro Tem Sarno, no other nominations were made. Nominations were closed. The City Clerk stated that Jay Sarno had been nominated for Mayor.

Mayor Sarno was pinned by his wife Christina. Mayor Sarno thanked his family and friends for their support.

Outgoing Mayor Rounds made a few comments. They were followed by congratulations from each of the Council Members.

Mayor Sarno declared the office of the Mayor Pro Tem to be vacant and opened the floor for nominations. Council Member Rounds nominated Juanita Trujillo. Nominations were closed. Mayor Sarno stated that Juanita Trujillo had been nominated for Mayor Pro Tem.

Mayor Pro Tem Trujillo was pinned by her daughters, Aliah and Alyssa. Mayor Pro Tem Trujillo thanked her family and friends for their support.

The following agencies made a few comments:

- City of Whittier
- Senator Tony Mendoza
- Majority Leader Ian Calderon
- Griselda Ortiz from Congresswoman Linda Sanchez's Office
- Ivan Sulic from L.A. County Supervisor Janice Hahn's Office
- City of Downey

13. Selection of Liaisons to Various City Committees and Representatives to Governmental Organizations

Council Member Moore requested to correct the External Organization list to have Council Member Rounds as the representative for SASSFA and the Chamber Youth Enrichment Fund Board.

In addition, Council Member Moore would like to make corrections to the subcommittee list such as having Mayor Sarno added as the second member to the Capital Improvements project subcommittee and have Council Member Zamora instead of Mayor Sarno listed as the second member for the Child Care Subcommittee.

There was a consensus from the rest of the Council to approve corrections as requested, and leave the rest of the appointments as is.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

14. Committee Appointments

There were no appointments made.

15. ORAL COMMUNICATIONS

There were no public speakers.

16. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- Brent Hayward, Fire Chief, spoke about having the fire fighters called out to the assist at Montecito.
- Travis Hickey, Director of Fiscal Services provided a brief update on the bonds.
- Maricela Balderas, Director of Community services spoke about Saturday's event.
- Noe Negrete, Director of Public Works spoke about the parking lot lighting at Town Center Hall and noted there will be a Ribbon cutting for the Rosecrans Avenue and

Bloomfield bridge project.

- Wayne Morrell, Planning Director spoke about new businesses in the City of Santa Fe Springs; Jersey Mikes at the Gateway plaza, and also a new Ross.
- Dino Torres, Director of Police Services spoke about the active shooter seminar scheduled for January 18th
- Don Powell, Interim City Manager spoke about JPIA hosting a 3-day Risk Management Academy. They have selected 15 people in California to attend the academy and out of 15; Maribel Garcia was selected to attend. It will take place from January 23-25, 2018.

ADJOURNMENT

17. Mayor Rounds adjourned the meeting at 8:00 p.m. to Tuesday, January 30, 2018 in memory of Frank Napolitano, Esperanza Rodarte, Bob Orpin and Albert Onopa.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

February 8, 2018

OLD 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.



City of Santa Fe Springs

City Council Meeting

February 8, 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


Don Powell
Interim City Manager

Attachment(s)

Summary of Services

Amended Professional Services Agreement

Professional Services Agreement (Current)

**AMENDMENT TO THE CITY OF SANTA FE SPRINGS
WASTE AND RECYCLING PROGRAM MANAGEMENT SERVICES AGREEMENT
WITH MUNI ENVIRONMETAL 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 Recycling 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

Signature

Date: _____

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 McCarthy
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 Environmental, LLC
CONTRACTOR

By: [Signature]

CITY OF SANTA FE SPRINGS

By: [Signature]
MAYOR

ATTEST

[Signature]
CITY CLERK

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

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

- 1) **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/decals – 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.
 - c. **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,

A handwritten signature in black ink that reads "Morgan McCarthy". The signature is stylized with a large, looped "M" and a cursive "C" for McCarthy.

Morgan McCarthy
Senior Consultant/Vice President
MuniEnvironmental, LLC



City of Santa Fe Springs

City Council Meeting

February 8, 2018

PUBLIC HEARING

Resolution No. 9567- Approving the issuance of revenue bonds by the California Statewide Communities Development Authority (CSCDA) 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.

RECOMMENDATIONS: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding the issuance of revenue bonds by the CSCDA 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.
- 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); and.
- Find that the proposed action is not a project subject to the California Environmental Quality Act (CEQA) as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required for the project; and
- Adopt Resolution No. 9567, approving the issuance of the Bonds by the CSCDA 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)

BACKGROUND/DESCRIPTION OF REQUEST

Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer), has applied for the issuance of an aggregate principal amount not to exceed \$55,000,000 of private activity, tax-exempt revenue bonds, to be issued by California Statewide Communities Development Authority (CSCDA) in support of the acquisition, rehabilitation and improvement of a 141-unit multifamily rental housing project located at 11011 Cultura Street, Santa Fe Springs, generally known as Pioneer Gardens and operated by Apartment Management Consultants, LLC. The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, rehabilitation, improvement and equipping of Pioneer Gardens. (Please see Exhibit "A" Construction and Design Narrative)

In order to issue revenue bonds that will be utilized within Santa Fe Springs city limits and for all or a portion of the bonds to qualify as tax-exempt bonds, the City Council has been requested to conduct a Tax and Equity Fiscal Responsibility Act (TEFRA) hearing on behalf of Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer), Inc. and CSCDA. Section 147 (f) of the Internal Revenue Code of 1986 requires that the local elected public body conduct a public hearing related to the proposed issuance of revenue bonds and that the public be provided an opportunity to present arguments both for and against the issuance of these bonds by CSCDA. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

It is important to understand that the City is in no way associated with the debt issuance and is not obligated to make debt service payments on the bonds. In addition, holding a public hearing and adopting a resolution in no way makes the City a party to the debt issuance. Federal laws governing these types of hearings recognize that non-profit agencies typically do not have the facilities to conduct their own public hearings; therefore, the local jurisdictions are allowed to loan their facilities and process to hold public hearings for the benefit of the issuing agency.

Equally important, is that the existing Regulatory Agreement on the property has a 15-year affordability covenant which could be terminated once the bonds are repaid. The new proposed financing will ensure the affordability of the project for an additional 55 years when the CSCDA records a new regulatory agreement.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY:

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 500 members, including the City of Santa Fe Springs. CSCDA has issued more than \$60 billion through 1,500 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

TEFRA PUBLIC HEARING REQUIREMENT

This matter was also set for Public Hearing in accordance with the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code) which is similar to the City's requirement except for the following:

Notice must be published **no fewer than 14 days before** the hearing. As a result, the notice of the Public Hearing was published 14 days before the hearing in a newspaper of general circulation (Whittier Daily News) on January 25, 2018.

ENVIRONMENTAL ANALYSIS:

The proposed action is the approval of the issuance of revenue bonds by the CSCDA for the benefit of Pioneer Gardens Venture LP (Borrower), or a partnership created by MRK Partners (Developer) for the acquisition, rehabilitation, improvement Pioneer Gardens. This approval is an administrative action that would not cause either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment. The proposed actions is, therefore, not a "project" subject to CEQA, as defined in Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

DISCUSSION/CONSIDERATION:

Staff was concerned about possible displacement of tenants, after the issuance of the revenue bonds, and expressed this concern and other concerns to the ownership, especially in light of the ongoing issues at another apartment complex in the City following a similar TEFRA hearing. To ease Staffs' concerns, the ownership offered the following:

The apartment complex is currently a 100% Low-Income Housing Tax Credit (LIHTC)* property, and is also under a Housing Assistance Payment Contract (HAP).** The first layer of approval comes from HUD with the HAP contract. HUD's rule is that the tenant cannot pay over 30% of their income per month on rent. The only change to their rental amount comes from their own income increase. We cannot control tenants who make too much money for the HUD rules, however they will be in the Low Income Housing (LIHTC) Rents, as long as they follow the federal rules for this program and fill out their paperwork correctly.

Any tenant that does not receive the HUD rent then falls into the LIHTC rents. For these tenants, we legally cannot charge rents over the amounts that are set by the Federal Government each year. We have asked TCAC to lower the rents in a portion of the units, therefore the amount we can legally charge will go down, if approved. We are more than happy to provide copies of these regulatory agreements, once they are executed. Additionally, they are recorded on the property title.

Tenants do have to recertify their files with us. They have to provide the federal requirements and we cannot waive any of these documents, or any signatures, or rules. Qualifications are based on the first year files, therefore all existing tenants are qualified based on their initial qualification for not only LIHTC rents, but also the HAP contract. Paperwork does still need to be filled out appropriately which can be confusing. We use the same property manager on all our Southern California deals and one of the reasons is their process for recertification. Their process consists of written notification to the tenants along with a tenant kick off meeting to discuss both the recertification process and what to expect during construction. Another round of written notifications go out asking the tenants to come interview in the leasing office in order to go through their files and the paperwork in order to make sure everyone is on the same page. Again, we cannot control tenants who do not attend the meetings and/or do not comply with the federal paperwork, however this is usually uncommon in existing LIHTC properties as they have had to qualify annually since they lived at the property.

*The Low-Income Housing Tax Credit (LIHTC) is the federal government's primary program for encouraging the investment of private equity in the development of affordable rental housing for low-income households

** This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD).

The current LIHTC LURA (Land Use Restriction Agreement) ends in 2031, so by implementing a new, 55-year term, which would begin with the close of escrow, the LIHTC land use restriction would be extended to 2073. The land use restrictions are documented in the LURA, which is recorded in the public record and runs with the land (i.e. deed restricted). Since the LURA runs with the land, in the event a LIHTC multifamily housing property is sold during the term of the agreement, then the LURA's restrictions are binding upon the buyer.

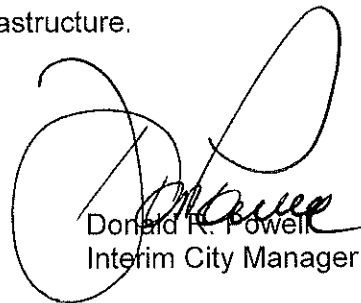
FISCAL IMPACT:

The Bonds to be issued by the CSCDA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Issuance fees are shared with the League and CSAC which continue to sponsor CSCDA's programs. This sharing of issuance fees has kept League City member dues unchanged for the last 10 years, benefitting all cities throughout the State, including Santa Fe Springs. Notwithstanding, the ownership will be invoiced for an amount not to exceed \$10,000.

INFRASTRUCTURE IMPACT

This action will not have impacts on City infrastructure.



Donald R. Powell
Interim City Manager

Attachments

Resolution No. 9567

Exhibit "A" –Construction and Design Narrative

EXHIBIT "A"

Pioneer Gardens Construction and Design Narrative:

We intend to renovate the interior and the exterior of the project. The below outlines what we propose will be included in this renovation.

Unit Interiors

Interiors of each unit will be upgraded to provide the current residents with a more comfortable living environment.

New Cabinets, Countertops and Plumbing Fixtures: All the kitchens and bathrooms will receive new cabinetry and finishes. New cabinet hardware will be a combination of brushed chrome and nickel. Countertops in the kitchens and bathrooms will be replaced with natural stone, solid surface, or plastic laminate (PLAM). Sinks will be replaced along with the faucets and showerheads. All plumbing fixtures will be low-flow, high-efficiency-type fixtures.

Below is an example of a kitchen upgrade:



New Appliances: All units will receive new refrigerator/freezers and electric ranges. All appliances will be Energy Star in order to reduce energy consumption.

New Flooring: Flooring materials shall be modernized throughout. New carpeting and Luxury Vinyl Plank (LVP) will be installed in existing hard-surface areas including, but not limited to, kitchens and baths.

Painting: Paints and primers will be applied throughout the property at locations including, but not limited to, unit kitchens and bathroom, as well as building exteriors and modernized

common areas. New colors shall be applied in accordance with the architect's final finish schedule.

Exteriors/Common Areas:

Buildings and site amenities will receive numerous upgrades and renovations.

Asphalt and Pavement Repair: With 198 parking spaces placed throughout a split site and multiple walkways, vehicular and pedestrian paving at the site is extensive. Existing non-permeable surfaces are in good condition, but will be repaired and replaced at multiple locations to ensure ease of access and safety for tenants and visitors.

Building Envelope: In addition to the selection of a new, community-wide color scheme, the architect will also be designing an exterior façade upgrade to transform the existing curb appeal of the project into something modern, yet consistent with the look and feel of the community. There has been no evidence of leaks, but the entire structure will be sealed to ensure waterproofing. Roofs will be removed and replaced with a new system.

Here is a recent example of a transformation:



Landscaping and New Signage: The property will also be given new signage to make the community more recognizable. From grassy quads to shrubs and trees, landscaping at the site has been well-maintained, but general maintenance and improvements will take place during the course of renovation.

Energy Efficiency Upgrades: Cool roof and dual-pane, vinyl-frame window options are currently being vetted, while the installation of new AC units, HVAC split systems, water

heaters, weather stripping, common area and unit lighting, and high efficiency shower heads and faucets are all planned in order to reduce energy consumption.

New Amenities and Upgrades: We are actively looking for a space to add a clubhouse/leasing office, which would be constructed and furnished to offer an expanded activities program for the residents; it is our goal for the residents to get the most from the new space. Computers and wireless internet access may be included in the clubhouse as this addition would provide a valuable support system for those not able to afford internet or computers themselves.

Furniture, Fixtures and Equipment: The furniture, fixtures and equipment will all be modernized and upgraded to improve the overall aesthetics of the building.

RESOLUTION NO. 9567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PIONEER GARDENS APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Santa Fe Springs (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Pioneer Gardens Venture LP or a partnership created by MRK Partners (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$55,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of 141-unit multifamily rental housing project located at 11011 Cultura Street, Santa Fe Springs, California, generally known as Pioneer Gardens Apartments (the "Project") and operated by Apartment Management Consultants LLC; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City of Santa Fe Springs (the "City"); and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting of said Council held on the 8th day of February, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jay Sarno, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Resolution No. 9570 - Weed Abatement

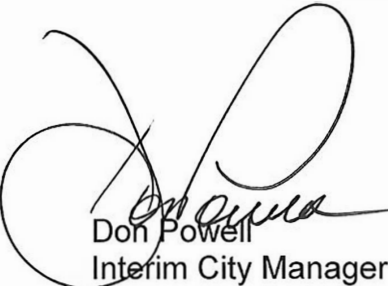
RECOMMENDATION

That the City Council adopt Resolution No. 9570 declaring weeds a public nuisance, declaring its intention to remove them, and setting Thursday, February 22, 2018, as the date for the Public Hearing.

BACKGROUND

The City contracts with the Los Angeles County Agricultural Commissioner for the abatement of weeds. They have conducted their annual inspection of the properties in the City and listed those needing weeds abated. If the proposed resolution is passed, weed abatement notices will be mailed to all property owners listed. Resolution No. 9570 declares the weeds to be a public nuisance and sets a Public Hearing on the matter for Thursday, February 22, 2018, at 6:00 p.m. where property owners will have an opportunity to object to any part of the weed abatement process.

Resolution No. 9570 provides property owners with the option of abating the weeds themselves, contracting the work to others, or having the County Agricultural Commissioner's contractor perform the work. Costs for work performed by the County, if approved by the City Council, will be assessed to the respective property owner's tax bill.


Don Powell
Interim City Manager

Attachments:

Resolution No. 9570
Declaration List

RESOLUTION NO. 9570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DELARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF.

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2 of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

Section 1: That the weeds, brush or rubbish growing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous or a public nuisance.

Section 2: That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

Section 3: That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

Section 4: That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to-wit: That certain property described in attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form, to-wit.

NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 22, 2018, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 11710 East Telegraph Road, Santa Fe Springs, CA 90670, in the Council Chambers on February 22, 2018 at 6:00 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

City Clerk of the City of Santa Fe Springs

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 22nd day of February, 2018, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 22, 2018.

APPROVED and ADOPTED this 8th day of February, 2018 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno
Mayor

Attest:

Janet Martinez, CMC, City Clerk

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
KEY OF 8, CITY CODE 623 (UNIMPROVED)

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 801	CARMENITA	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
8002 019 042	BELL RANCH DR	MCMASTER CARR SUPPLY CO	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 011	10025 BLOOMFIELD AVE	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 024	TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 027	12405 TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 097	CLARK ST	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 210	12438 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 211	12432 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 212	12426 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 001 213	12420 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 214	10585 FUSCHIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 215	10569 JASMINE CT	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 216	10534 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 217	10524 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 218	10592 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 219	10586 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 152	12476 BOXWOOD TER	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 153	12482 BOXWOOD TER	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 154	12488 BOXWOOD	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 129	GARDEN PARKWAY	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB530	MANHATTAN BEACH CA	90266
8009 022 071	FLORENCE AVE	SFS REAL ESTATE & RECOVERY LLC	2140 S DUPONT HWY	CAMDEN DC	19934
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	PITTS,MARVIN E TR	P O BOX 3033	WHITTIER CA	90605
8011 005 034	10330 GREENLEAF AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 027	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 028	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 029	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	PO BOX 1367	SUN VALLEY CA	91353
8011 007 043	ROMANDEL AVE	ROMANDEL LLC	23820 HAWTHRONE BLVD UNIT 100	TORRANCE CA	90505
8011 007 046	12636 LOS NIETOS RD	ROMANDEL LLC	23820 HAWTHRONE BLVD UNIT 100	TORRANCE CA	90505
8011 007 047	SANTA FE SPRINGS RD	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LAUREL AVE	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 907	LAKELAND RD	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 912	LAUREL AVE	COMMUNITY DEV COMMISSION SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 013 086	PAINTER AVE	JV PROPERTY MGMT CO LLC	7547 TELEGRAPH RD	MONTEBELLO CA	90640
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	BUTLER,ROBERT F TR ET AL	17110 BROOK CT	MOUNT VERNON WA	98274

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPRINGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
- 8059 001 017	13215 CAMBRIDGE ST	FSFS LLC, C/O EDWARD FINEMAN	10314 SUNNINGDALE DR	RANCHO MIRAGE CA	92270
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8069 004 803	SHOEMAKER AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 006 044	14150 ROSECRANS AVE	CONNECTICUT GENERAL LIFE	1420 BRISTOL ST N STE 100	NEWPORT BEACH CA	92660
8069 008 804	BORATE ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 016 909	13500 EXCELSIOR DR	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90670
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1700 FARMAN ST FL-10	OMAHA NE	68102
8167 002 025	9648 SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
- 8167 002 026	SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 051	GREENLEAF AVE	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 052	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8167 002 053	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8168 001 010	11770 BURKE ST	PILOT CHEMICAL CORPORATION	2744 E KEMPER RD	CINCINNATI OH	45241
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 900	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 007 814	DICE RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 009 030	SORENSEN AVE	VALVOLINE INC	9520 JOHN ST	SANTE FE SPRINGS CA	90670
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 022 036	8721 SANTA FE SPRINGS RD	COCHRAN, TERRY K	14302 CULLEN ST	WHITTIER CA	90605
8168 023 048	11790 SLAUSON AVE	CLEMENTE, FELIPE AND	2505 KANSAS AVE	SOUTH GATE CA	90280

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2 INNOVATION WAY 2ND FLOOR	POMONA CA	91768
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 004 065	NORWALK BLVD	CHAVEZ,WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
TOTAL VACANT/IMPROVED RECORDS					2
TOTAL UNIMPROVED RECORDS					115
TOTAL RECORDS					117



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Creation of a Hotel Development Fund

RECOMMENDATION

That the City Council approve a transfer \$50,000 from the General Plan update account to create a fund to underwrite specific expenses related to the development of the hotel in Heritage Corporate Center.

BACKGROUND

The development of the hotel in Heritage Corporate Center is progressing. At this writing the semi-final draft Disposition and Development Agreement has been sent to the City Attorney and Planning Director for review. It is anticipated that the Council's Hotel Subcommittee will have received this draft prior to this Council meeting. The City Attorney's work on the DDA will be an additional billing above her retainer. A parking consultant has been selected to deal with those issues related to the hotel and the adjoining parcel at a cost not to exceed \$10,000. The Phase I environmental work is being completed and a parcel map is being created for this eventual sale. KMA's contract has been amended to maintain their assistance during the upcoming negotiation process at a cost not to exceed \$17,000.

All of this work costs money and every effort is being taken to keep these costs to a minimum. However, I believe a fund should be created to underwrite and account for the costs that are inevitable in this type of development. I am proposing a transfer from the General Plan update account to create a Hotel Development Fund. I do not believe the eventual update of the General Fund will be negatively affected by this action. The Planning Director may think otherwise and I appreciate his concerns. I am working from the position that the Hotel is now and the General Plan update is in the future. I remain convinced that the General Plan can be revised at a cost much less than what is budgeted. However, the longer the City waits on this, the more costly it may become due to rising consultant costs.

FISCAL IMPACT

Transfer \$50,000 from the General Plan update account to create a Hotel Development Fund.


Don Powell

Interim City Manager



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Signature Authorization Amendment for Contracts with State Department of Education (SDE) for Fiscal Year 2017- 2018

RECOMMENDATION

That the City Council approves Resolution No. 9569 authorizing the Mayor as signatory authority for Contract CSPP-7168 with the State Department of Education for Fiscal Year 2017/2018 for the purpose of providing child care and development services for preschool age children.

BACKGROUND

On June 22, 2017, the City Council approved Resolution No. 9550 for the renewal of Contract CSPP-7168 for Fiscal Year 2017/2018 with the California Department of Education (DOE). This contract provides child care and development services was in the amount of \$586,431.00. This allows the city to provide child care and development services to eligible preschool age children. The contract amount serves approximately 48 part day preschool age children at the Los Nietos Child Care Center and 48 full day preschool age children at the Gus Velasco Neighborhood Center temporary facilities.

On January 25, 2018 staff was informed by the Department of Education that a new Resolution (9569) was required for signatory authority of the Mayor due to the signature of contract CSPP-7168 not matching with the approved Resolution No. 9550.

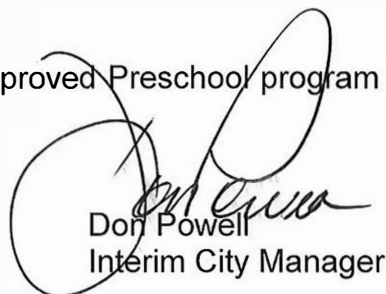
The Mayor may call upon Ed Ramirez, Family and Human Services Manager to answer any questions the Council may have regarding this contract.

LEGAL REVIEW

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

FISCAL IMPACT

The funding is included in the approved Preschool program budget (7320-EA00) for FY 2017-2018.


Don Powell
Interim City Manager

Attachment(s)

State contract (2 copies)
Federal Certification page
Resolution No. 9569

Report Submitted By: Maricela Balderas/Ed Ramirez
Department of Community Services

Date of Report: February 1, 2018

ITEM NO. 8

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		<i>Federal ID Number</i> 95-6005874
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> 2/8/2018	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		95-6005874
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> 2/8/2018	<i>Executed in the County and State of</i> Los Angeles	

CD-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

11710 Telegraph

Santa Fe Springs, LA County CA 90670

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.605 and 78.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) City of Santa Fe Springs	CONTRACT # 7168
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jay Sarno, Mayor	
SIGNATURE	DATE 2/8/2018

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18DATE: July 01, 2017CONTRACT NUMBER: CSPP-7168PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 19-2194-00-7**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.18 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$586,431.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	14,595.0
Minimum Days of Operation (MDO) Requirement	247

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE CONTRACT MANAGER		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 586,431	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 586,431	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached					
		T.B.A. NO.	B.R. NO.		
		DATE			

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-7168

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 47,681	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 47,681	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 21,900	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,900	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 407,390	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 407,390	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109,460	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,460	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

RESOLUTION NO. 9569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING APPROVAL OF LOCAL AGREEMENT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENTAL SERVICES TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2017-2018

BE IT RESOLVED that the City Council of the City of Santa Fe Springs certify as to the approval of local agreement with the California State Department of Education for the purpose of providing child care and development services to Pre-school age children in Fiscal Year 2017-2018

BE IT FURTHER RESOLVED that the City Council of the City of Santa Fe Springs authorize approval of local Agreement No. CSPP-7168 and authorize the Mayor of the City of Santa Fe Springs, Jay Sarno to sign the agreement.

PASSED AND ADOPTED THIS 8th day of February 2018.

Jay Sarno
Mayor

Attest:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

South Residential Street Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The South Residential Street Improvements project comprise the following four (4) street segments:

- On Gridley Road from Longworth Avenue to Darcy Street
- On Dunning Street from Longworth Avenue to End of Cul-De-Sac
- On Darcy Street from Orr & Day Road to End of Cul-De-Sac
- On Harvest Avenue from Longworth Avenue to Darcy Street

The project will consist of the removal of existing asphalt concrete/macadam pavement surface, reworking the underlying aggregate base and in situ soil materials to provide a firm and stable platform for placing new asphalt concrete pavement thereon, and the removal and replacement of curb and gutter, sidewalks and driveways.

The estimated construction cost of the South Residential Street Improvements project is \$750,000. The total project cost including construction, engineering and inspection, and contingency is \$986,000. The estimate is derived from the most current cost of similar street improvement projects. The total project cost breakdown is itemized below:

<u>ITEM</u>		<u>BUDGET</u>
Construction:	\$	750,000
Engineering:	\$	85,000
Inspection:	\$	68,000
Contingency:	\$	83,000
Total Project Cost:	\$	986,000

The project Plans and Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

A handwritten signature in blue ink, appearing to read "N. Negrete", is placed over the printed name of the Director.

Date of Report: February 2, 2018

ITEM NO. 9

FISCAL IMPACT

The South Residential Street Improvements is in the Approved Capital Improvement Plan (CIP) with an original budget of \$729,300 which is less than the total estimated project cost of \$986,000. The increase in cost is due to a change in the scope of work based on the Geotechnical report recommending the use of Cement Treated Base (CTB) as opposed to the traditional grind/cap and the addition of the Harvest Avenue segment to the Street Improvements project. Staff will recommend an appropriation of funds at the time of Award of Contract, if necessary. Funding is available in the UUT/CIP Fund.

The Cost Breakdown by Street is as follows:

• Gridley Road	\$215,000
• Dunning Street	\$140,000
• Darcy Street	\$245,000
• <u>Harvest Avenue</u>	<u>\$150,000</u>
<i>Construction Subtotal</i>	<i>\$750,000</i>
Engineering:	\$85,000
Inspection:	\$68,000
Contingency:	<u>\$83,000</u>
Total Project Cost:	\$986,000

INFRASTRUCTURE IMPACT

The rehabilitation work will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.



Don Powell
Interim City Manager

Attachment:
None



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Right-of Way Acquisition Services – Authorization to Advertise

RECOMMENDATIONS

That the City Council Authorize the Director of Public Works to Advertise a Request for Proposals (RFP) to Provide Right-of-Way Acquisition Services in connection with the Alondra Boulevard and Valley View Avenue Intersection Improvements Project, and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project.

BACKGROUND

The City Council, at its January 30, 2018 meeting, authorized the Interim City Manager to execute a 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; and to execute a Measure R Funding Agreement in the amount of \$2,667,000 with LACMTA for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project. In addition, the City Council authorized the Director of Public Works to proceed with the process of initiating the projects.

The first step in the process is to acquire the necessary right-of-way to complete the projects. For the Alondra Boulevard and Valley View Avenue Intersection Improvements Project, three (3) properties are impacted and need a combination of land acquisition and/or temporary construction easements. For the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project, two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements.

Staff has prepared the attached RFP to provide right-of-way acquisition services. The project requires right-of-way support, including but not limited to land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping.

FISCAL IMPACT

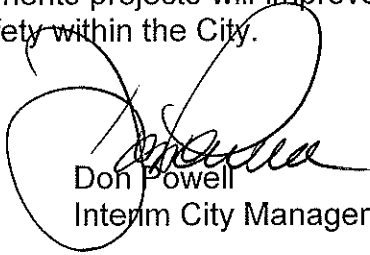
The cost of the right-of-way acquisition services are included in the Measure R Funding for each intersection improvements project budget. LACMTA will reimburse the City based on a monthly/quarterly requisition for costs incurred for each project up to the designated project budget amount.

Report Submitted By: Noe Negrete, Director  Date of Report: February 2, 2018
Department of Public Works

ITEM NO. 10

INFRASTRUCTURE IMPACT

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



Don Powell
Interim City Manager

Attachment:
Request for Bids

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

RIGHT-OF-WAY ACQUISITION 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 PROPOSALS

RIGHT-OF-WAY ACQUISITION SERVICES

The City of Santa Fe Springs (AGENCY) is seeking proposals for professional right-of-way services associated with two (2) projects that are located at the Rosecrans Avenue/Valley View Avenue Intersection, and the Alondra Boulevard/Valley View Avenue Intersection, in the Cities of Santa Fe Springs / La Mirada. Santa Fe Springs is the lead agency for these projects. The projects impact several adjacent parcels resulting in the need to acquire land and/or temporary construction easements. The professional services sought are those necessary to complete the acquisition of all right-of-way necessary for completion of the projects.

Proposers are requested to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

The AGENCY invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on Tuesday, March 6, 2018**. Interested proposers must submit six (6) copies of their proposal labeled **"RIGHT-OF-WAY ACQUISITION SERVICES"** to:

Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
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. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. The proposal submitted by the selected Consultant shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

INSTRUCTIONS TO PROPOSERS

RIGHT-OF-WAY ACQUISITION SERVICES

1. PROPOSED SCHEDULE

<u>DESCRIPTION</u>	<u>DATE/TIME</u>
Request for Proposals Released	February 12, 2018
Deadline to Submit Questions	February 26, 2018 at 4:00 pm
Deadline to Receive Proposals	March 6, 2018 3:00 pm
Contract Award	March 22 2018
Notice to Proceed	April 9, 2018

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

2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting has not been scheduled for this project.

3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the **Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, March 6, 2018.**

Consultants must submit six (6) copies of their Proposal labeled: **"RIGHT-OF-WAY ACQUISITION SERVICES"** to:

Noe Negrete, Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
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 Consultant unopened.

4. DISSEMINATION OF RFP INFORMATION

From time to time, the AGENCY 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, Consultants 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 AGENCY 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 AGENCY 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. Consultants will be required to document that they are aware of all addenda issued, if any, by the AGENCY 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 Al Fuentes, who may be reached at (562) 868-0511, extension 7355 or by email at alfuentes@santafesprings.org.

B. **Clarifications of the RFP**

Consultants are encouraged to promptly notify Al Fuentes of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY 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 AGENCY by 4:00 p.m. on Monday, February 26, 2018. The AGENCY 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 AGENCY 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 Monday, February 26, 2018 will not be responded to.

D. **Agency Responses**

The AGENCY, 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 March 1, 2018.

7. **COST OF PROPOSAL PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit a proposal in response to this RFP or by any

Consultant that is selected. Pre-contractual expenses are defined as expenses incurred by Consultants and the selected Consultant, if any, in:

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

The AGENCY 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 Consultant.

8. CONFLICT OF INTEREST

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

- Neither Consultant, nor any of its affiliates, proposed sub-consultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, 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 Consultants, 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 AGENCY;
- Neither Consultant, 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 Consultant, 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 AGENCY who exercises any functions or responsibilities in connection with the referenced projects.

9. ACQUISITION SERVICES – MINIMUM QUALIFICATIONS

The Consultant must meet the following minimum qualifications and must possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right-of-Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.

- Minimum two (2) years' experience in property acquisition, including easements, rights-of-way, etc.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right-of-Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

10. **APPRAISAL SERVICES – MINIMUM QUALIFICATIONS**

The Consultant must meet the following minimum qualifications and must possess:

- MAI Certified General Real Estate Appraiser
- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required.
- Minimum two (2) years' experience in appraisal of properties, including easements and rights-of-way.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization.

11. **KEY PERSONNEL**

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 project. The Consultant must identify all proposed key personnel in its Proposal. Key personnel must be well qualified and have sufficient experience in the areas described in the Scope of Services.

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

12. **BASIS FOR AWARD OF CONTRACT**

The contract is to be awarded to the Consultant whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. Should an award be made, the proposal submitted by Consultant shall be incorporated as part of the final contract accordingly.

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications and accreditation in accordance with applicable State and Federal regulations.

13. FEE SCHEDULE

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked.

14. REQUIRED FORMAT FOR PROPOSALS

The AGENCY 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.

Consultants 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 Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- 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 all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.

- Signature of a person authorized to bind Consulting firm 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 Consultant to satisfactorily perform the required work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant 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 Consultant'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 Consultant's ability to provide Traffic Engineering Services.
- Provide a list of previous projects in which the Consultant 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 Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing and Project Organization

The Proposal should include the following information:

- The education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- Brief resumes, not more than two (2) pages each, for the individuals proposed as key personnel. Key personnel must have extensive knowledge and experience with engineering and design of water treatment systems.
- A statement that key personnel will be available to the extent proposed for the duration of the contract and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the AGENCY. Identify any constraints, conflicts or situations.

D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a contract with one Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the AGENCY. If the Consultant plans on using consultants and/or subcontractors as part of its implementation plan, then company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project is required. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm's business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party Firms in your proposal. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Consultant understands the scope of this project. More specifically, the Proposal should include the Consultant's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the project tasks.

F. Client References

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

G. Appendices

This part shall include brief resumes of proposed staff. Consultant information and general marketing materials will not be considered in the ranking of the Proposals.

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 Consultant that are submitted as part of the proposal and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

J. Fee Proposal.

A Fee Proposal shall be provided in a separately sealed envelope and shall comply with the following guidelines:

Two copies of a Fee Proposal shall be submitted in a separately sealed envelope plainly labeled "Fee Proposal" with the name of the Consultant and project title "Right-of-Way Acquisition Services" shall be presented in a manner that allows the

AGENCY to understand the Fee Schedule. The terms and conditions for obtaining 'reimbursable costs' shall be identified in the Proposal.

15. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the technical 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. Pricing (Consultant fees) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Consultant and key project team member's experience in performing similar work.
- Consultant and key project team member's record in accomplishing work assignments for projects.
- Consultant's demonstrated understanding of the scope of work.
- Quality of work previously performed by the firm as verified by reference checks.
- Relevant project experience.
- Fee proposal.

C. EVALUATION PROCESS

After evaluating all proposals received, the AGENCY will rank the firms and a maximum the three (3) most qualified firms will be invited to an interview with the AGENCY Evaluation Committee, if deemed necessary by the AGENCY.

D. INTERVIEW (If Necessary)

For the interview, the Consultant should have available the project manager and key project personnel to discuss the following:

- Major elements of the proposal
- Proposed project team
- Description of related experience for key project personnel
- Proposed project schedule

E. FINAL SELECTION

The final selection will be the consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing this service, and is in the AGENCY's best interest. The AGENCY

maintains the sole and exclusive right to evaluate the merits of the proposals received.

16. 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 Consultant's submittal is contingent and which shall take precedence over this RFP.

17. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Consultant will be required to submit to the City the required insurance certificates for the Consultant and its team. Insurance certificates will also be required, in advance, for any Consultant subsequently identified for negotiations with the AGENCY.

The successful Consultant shall indemnify and hold AGENCY 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 Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Consultant selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- 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.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per occurrence.

18. RIGHTS OF THE AGENCY

The AGENCY 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 AGENCY's obligations or selection

criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY 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 checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- 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 candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- 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.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate consultants. The AGENCY 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.
- The AGENCY 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 AGENCY 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 AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any consultant and the AGENCY makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the AGENCY are public information and will be made

available to any person upon request after the AGENCY has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the AGENCY and Consultant, 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 AGENCY'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 AGENCY.

19. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant 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 Consultant 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 AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

SCOPE OF SERVICES

Project Title:

Alondra Boulevard and Valley View Avenue Intersection Improvements Project, and
Rosecrans Avenue and Valley View Avenue Intersection Improvements Project

Project Location:

1. 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.
2. The Rosecrans Avenue/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
(See Attached Location Maps)

Project Limits:

The project limits include:

1. The intersection of Alondra Boulevard and Valley View Avenue;
2. The intersection of Rosecrans Avenue and Valley View.

Project Purpose:

1. The purpose of the Alondra Boulevard and Valley View Avenue Intersection Improvements 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.
2. The purpose of the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project is to restripe the intersection to provide a striped bicycle lane along Valley View Avenue, as well as increasing the left turn pocket capacity on the northbound side, and a second left turn lane and a striped through lane on the southbound side. Along Rosecrans Avenue, the curb radius returns will be increased in both directions and a striped right turn lane will be added for both eastbound and westbound traffic. Other improvements include the construction of raised median along Valley View Avenue on both side of the intersection. New right-of-way is required on the southwest corner as well as the northeast corner of the intersection.

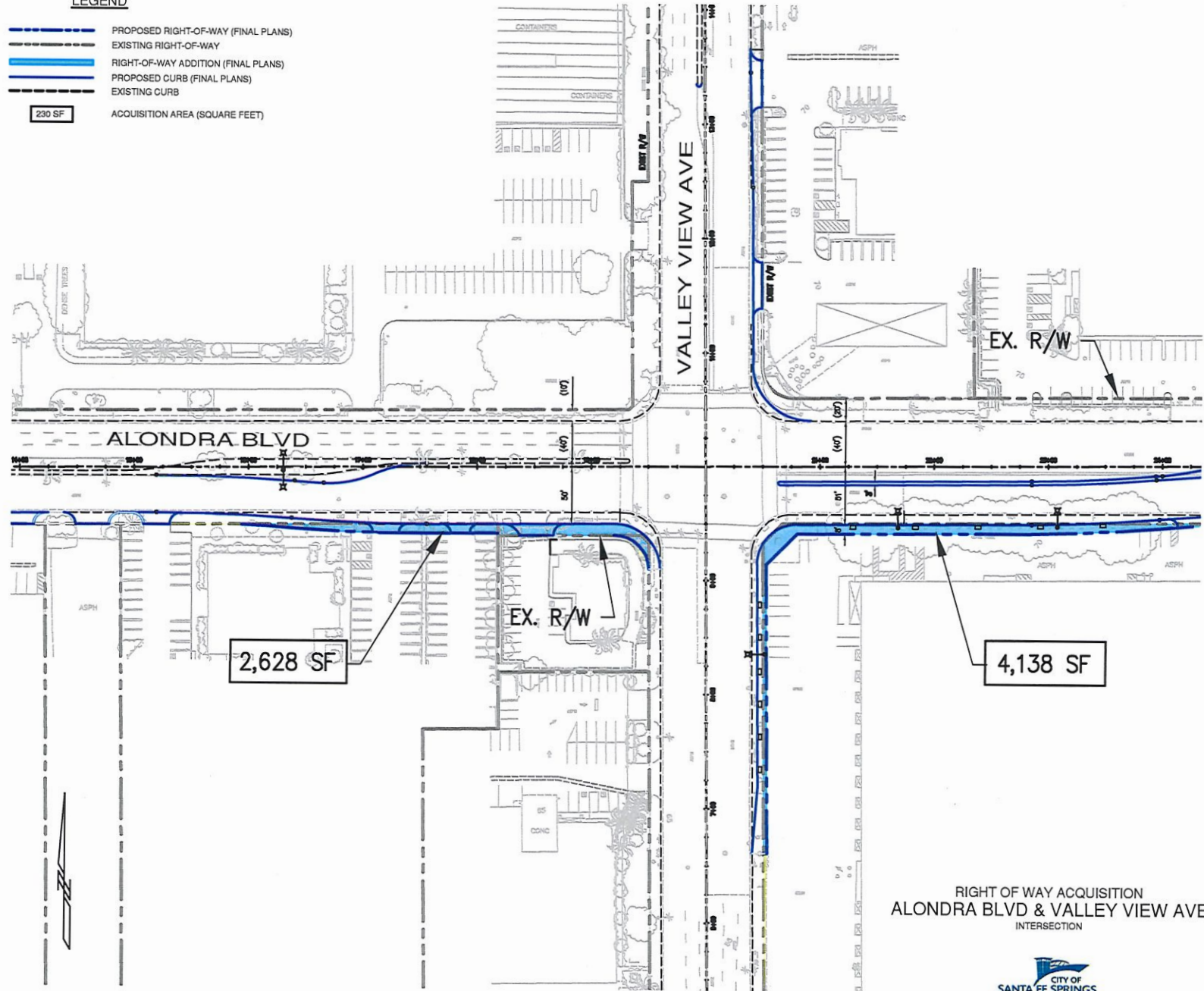
Project Scope:

The project requires right-of-way support, including but not limited to land acquisition, agreements, offers, exhibits, appraisals, negotiations and record keeping. For the Alondra Boulevard and Valley View Avenue Intersection Improvements Project, three (3) properties are impacted and need a combination of land acquisition and/or temporary construction easements. For the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project, two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. The City will provide Assessor Parcel Numbers for the impacted properties.

- Task 1 Review plats and legal descriptions for the properties requiring right-of-way acquisition, slope easements, temporary construction easements and/or rights-of-entry. The City will provide current plats and legal descriptions.
- Task 2 Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of roadways, which shall incorporate roadway widening, and preserve existing improvements.
- Task 3 Order title reports/litigation guarantees.
- Task 4 Present conceptual plans and photo renderings (i.e. before and after) to property owners adjacent to the project.
- Task 5 Select and Appraiser to prepare and provide appraisal of properties requiring right-of-way acquisition.
- Task 6 Authorize appraisals and improvements pertaining to properties.
- Task 7 Notify and meet with property owners to appraisals and detailed improvements to their properties.
- Task 8 Set just compensation.
- Task 9 Present written offer letters and appraisal summaries to property owners.
- Task 10 Conduct negotiations to settlement including possession of property.
- Task 11 Meet as needed with the City to accomplish Project Tasks as outlined. Meetings include, but not limited to: Project Kick-Off meeting, site visits, progress meetings and preparation for City Council meetings.
- Task 12 Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

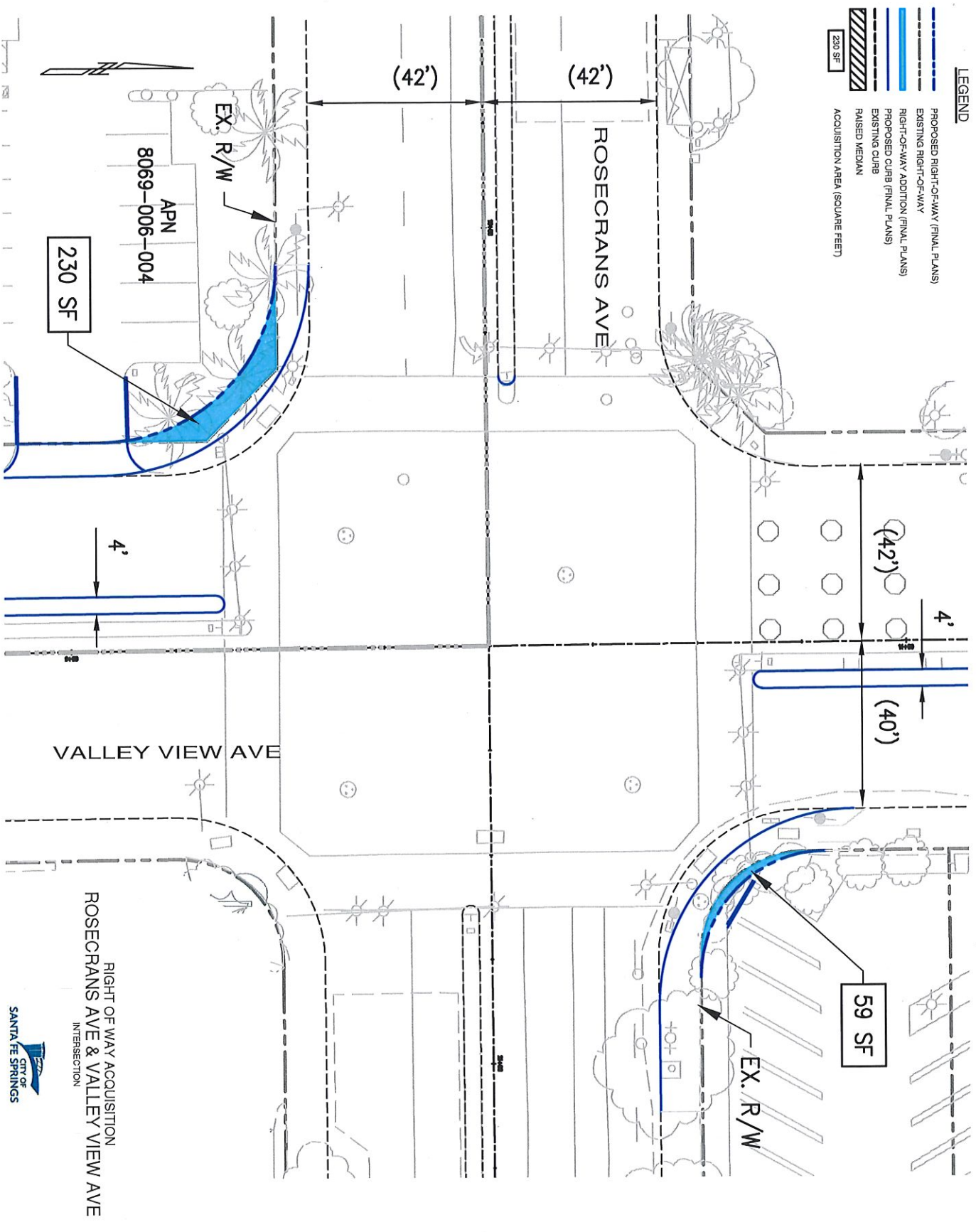
LEGEND

- PROPOSED RIGHT-OF-WAY (FINAL PLANS)
- EXISTING RIGHT-OF-WAY
- RIGHT-OF-WAY ADDITION (FINAL PLANS)
- PROPOSED CURB (FINAL PLANS)
- EXISTING CURB
- 230 SF ACQUISITION AREA (SQUARE FEET)



RIGHT OF WAY ACQUISITION
ALONDRA BLVD & VALLEY VIEW AVE
INTERSECTION





- LEGEND**
- PROPOSED RIGHT-OF-WAY (FINAL PLANS)
 - - - EXISTING RIGHT-OF-WAY
 - RIGHT-OF-WAY ADDITION (FINAL PLANS)
 - PROPOSED CURB (FINAL PLANS)
 - - - EXISTING CURB
 - RAISED MEDIAN
 - 230 SF ACQUISITION AREA (SQUARE FEET)

RIGHT OF WAY ACQUISITION
ROSECRANS AVE & VALLEY VIEW AVE
INTERSECTION



**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; 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 contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

Right-of-Way Acquisition Agreement

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference [NOTE: DELETE THIS SENTENCE IS THERE IS NO PROJECT SCHEDULE]. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERMINATION

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

Right-of-Way Acquisition Agreement

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance

during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

Right-of-Way Acquisition Agreement

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of

Right-of-Way Acquisition Agreement

Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CONSULTANT

Signature

[Name and Title]
Taxpayer ID Number

Social Security or

Date: _____

CITY OF SANTA FE SPRINGS

Jay Sarno, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney

Date: _____



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Sixteen (16) "Level-A" Hazmat Suits for the Department of Fire-Rescue.

RECOMMENDATIONS

That the City Council accept State Homeland Security Grant Program (SHSGP) funds in the amount of \$34,941.45 and authorize the purchase of sixteen (16) "Level-A" Hazmat Suits from LN Curtis.

BACKGROUND

The State Homeland Security Grant Program (SHSGP) was developed to provide funding to build capabilities at the State and local levels and to implement the goals and objectives included in the State Homeland Security Strategies and Initiatives in the State Preparedness Report. Santa Fe Springs Fire-Rescue maintains a CA State "Typed" Level-1 Hazmat Team and also maintains a State "Typed Heavy" Urban Search and Rescue Team. These two teams are eligible to receive funding from the 2015 SHSGP grant, which helps maintain training and equipment for "Typed" teams in the Region.

The Department of Fire-Rescue has been awarded funding in several areas related to equipment and operations for Urban Search and Rescue, Hazardous Materials response, training, and staff for regional training. Specific to this award, \$35,000 was awarded by the 2015 State Homeland Security Grant Program (SHSGP) for the purchase of Personnel Protective Equipment related to Hazmat. The Department's award is for the direct purchase of sixteen (16) Level "A" Hazmat suits that will be used for response and hazard mitigation by the Department's Hazmat Specialists. The suits have a twenty-year operation and shelf life and are rated for the highest level of protection for our first responders. Current changes in suit technology have now allowed teams to purchase certified suits that have double the service life at a cost roughly half that of prior suits.

As experienced with prior grants, the procurement must be completed by March, 2018. The lowest bidder, LN Curtis, assures Staff that they can provide the protective suits and related equipment within the necessary timeframe.

Below is a summary of the bids received for the sixteen (16) Kappler Level "A" Encapsulating Suits and related test equipment.



City of Santa Fe Springs

City Council Meeting

February 8, 2018

Vendor

LN Curtis
Jorgensen Company
Safe Environment Engineering

Amount

\$34,941.45
\$41,577.89
\$44,650.36

Fiscal Impact

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant so there will be no fiscal impact to the General Fund.

A handwritten signature in black ink, appearing to read "Don Powell".

Don Powell
Interim City Manager

Attachment(s)

LN Curtis Quotation

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 79241

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Santa Fe Springs City Fire Department 11300 Greenstone Avenue Santa Fe Springs CA 90670	Santa Fe Springs City Fire Department 11300 Greenstone Avenue Santa Fe Springs CA 90670	79241	1/26/2018	3/27/2018
		SALESPERSON	CUSTOMER SERVICE REP	
		Charles Turansky cturansky@lncurtis.com 818-398-6818	Drew Martin dmartin@lncurtis.com 510-268-3343	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Captain Chris Shields	C36268	Net 30	FR
F.O.B.	SHIP VIA	REQ. DELIVERY DATE		
DEST	Best Way			

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	F5H582-91-SMMD KAPPLER	FRONTLINE 500 VAPOR TOTAL ENCAPSULATING SUIT * NFPA LABELLED	\$1,955.00	\$7,820.00
2	6	EA	F5H582-91-LGXL KAPPLER	FRONTLINE 500 VAPOR TOTAL ENCAPSULATING SUIT * NFPA LABELLED	\$1,955.00	\$11,730.00
3	6	EA	F5H582-91-2X3X KAPPLER	FRONTLINE 500 VAPOR TOTAL ENCAPSULATING SUIT * NFPA LABELLED	\$2,060.00	\$12,360.00
4	1	EA	AKMOC KAPPLER	DIGITAL PRESSURE TEST KIT	\$0.00	\$0.00

INCLUDED AT NO CHARGE FOR THE
 PURCHASE OF 10 OR MORE
 FRONTLINE 500 SUITS, PER JEFF
 LARSON

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
1800 Peralta Street
Oakland, CA 94607
www.LNCURTIS.com
Quotation No. 79241

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 3/27/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$31,910.00
Tax Total	\$3,031.45
Transportation	\$0.00
Total	\$34,941.45



City of Santa Fe Springs

City Council Meeting

February 8, 2018

NEW BUSINESS

Approval of the following new classification: Human Resources Technician

RECOMMENDATION

That the City Council take the following actions:

- Adopt a new classification: Human Resources Technician
- Adopt a revised Citywide Salary Schedule inclusive of the personnel action.

BACKGROUND

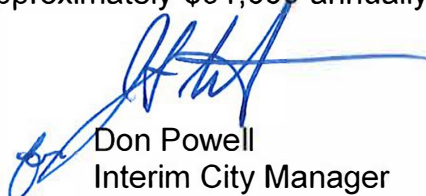
The Human Resources Division of the Finance and Administrative Services Department over the past several years has been staffed by three full-time classifications. The core services provided include the full range of personnel actions for over 300 employees including: recruitment and selection; discipline and terminations; employee benefit administration, including workers' compensation; employee development; state and federal law compliance; and labor relations/negotiations.

Over the past few years there has been several changes to state and federal law mandates such as the Affordable Care Act, a series of minimum wage increases, Paid Sick Leave, and other leave entitlements. Additionally, organizational changes and employee turnover within the City have substantially increased the workload. This is a critical situation as the Human Resources Division cannot maintain the oversight of these changes with the current staffing level. The error rate has greatly increased due to the increased workload exposing the City to potential liability. As such, the following classification is being proposed:

- Adopt a new classification: Human Resources Technician
- Adopt a revised Citywide Salary Schedule inclusive of the personnel action

FISCAL IMPACT

The salary and benefit cost of implementing this new classification is approximately \$25,500 for FY 17-18. Various cost savings exist to cover this cost for FY 17-18. The ongoing cost (at Step E) will be approximately \$91,000 annually and will be incorporated into future budgets.


Don Powell
Interim City Manager

Attachment(s)

Human Resources Technician classification specification
New pay range for Human Resources Technician

Report Submitted By: Travis Hickey and Debbie Ford
Department: Finance and Administrative Services

Date of Report: February 2, 2018
ITEM NO. 12

**CITY OF SANTA FE SPRINGS
HUMAN RESOURCES TECHNICIAN**

Unit: Confidential

Job Code: TBD

FLSA Status: Non-Exempt

Date Prepared: 02-08-2018

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, provides technical, para-professional and administrative staff support; performs a variety of duties in all of the following core service areas in the Human Resources Department that include: general office administration and recordkeeping; employee services and benefits administration; recruitment and selection; classification and compensation; employee development and training.

SUPERVISION RECEIVED:

Receives direct supervision from the Human Resources Manager or other professional and paraprofessional staff.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Coordinates employee benefits including health, dental, life, vision, disability and leaves, retirement, for all employees; explains benefits to new employees; processes paperwork; answers employee questions and resolves problems about all benefit programs.
2. Receive, review and prepare personnel action documents for approval and input on payroll.
3. Tracks performance evaluation and step increase dates and deadlines; processes paperwork for both.
4. Conducts new hire orientations for new full-time employees; processes employee enrollment and change forms and inputs new employees on payroll.
5. Coordinates various programs for employees including benefits open enrollment, various workshops, drug testing and DMV Pull Notice Program and the employee recognition program. Makes arrangements for health fair and workshops.
6. Coordinate activities of the Human Resources Office with other City Departments and external support contacts or vendors.
7. Assists in the preparation of administrative and statistical studies and reports of various personnel program activities.
8. Performs customer service duties on the phone and over the counter involving employment opportunities, employment verification and reference checks, and employee benefit inquiries.
9. Perform general file maintenance.
10. Perform office administration duties and other administrative tasks as assigned.
11. Research and gather information for various personnel related reports; prepare routine statistical reports and letters as assigned.
12. Perform other related duties as assigned.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Federal and state laws, rules and regulations related to employment practices; principles and practices of personnel administration; basic principles of research, record keeping and report preparation; modern office equipment such as a personal computer, scanning equipment and related software; working knowledge of Microsoft Word, Exam and PowerPoint; professional telephone etiquette and effective customer service techniques; general office procedures.

Ability to:

Interpret and apply policies, procedures, regulations; initiate and complete technical assignments; gather and analyze data and prepare reports using Microsoft Work or Excel; investigate and solve problems; establish and maintain cooperative working relationships; communicate effectively orally and in writing; perform complex office work; organize, prioritize and coordinate work activities to meet deadlines; organize, establish, maintain

and research office files; make arithmetic calculations using electronic calculator; use tact and discretion on sensitive and confidential personnel matters; maintain required confidentiality in carrying out assignments and projects; type at a speed necessary for successful job performance; work assigned schedule demonstrating consistent attendance and reliability; assist in training part-time or temporary office personnel as assigned;

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

Education: High School Diploma or an equivalent certificate or diploma recognized by the State of California, supplemented by some college level courses in personnel, business, public administration or a closely related field.

Experience: Four (4) years of progressively responsible administrative support work experience, of which includes at least two (2) years work experience in Human Resources. Municipal Human Resources experience preferred.

License: In the event of field duties such as attending training workshops or conducting off-site testing, a valid California Driver's License and an acceptable driving record during the course of employment is required or the ability to utilize an alternative method of transportation to carry out an essential function of the position.

ADDITIONAL INFORMATION:

California Department of Motor Vehicles (DMV) Pull Notice System: An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice Program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of Santa Fe Springs. An employee assigned a city vehicle must acknowledge receipt and understanding of the City Administrative Regulations covering the use of the City vehicles.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable

accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, kneel, squat, stoop, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

Human Resources Technician

<u>Step</u>	<u>Non-Physical Fitness</u>			<u>With Physical Fitness</u>		
	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>B-Weekly</u>	<u>Hourly</u>
A-1	4,365.883	2,015.023	25.188	4,606.891	2,126.257	26.578
B-2	4,606.891	2,126.257	26.578	4,859.631	2,242.907	28.036
C-3	4,859.631	2,242.907	28.036	5,126.233	2,365.954	29.574
D-4	5,126.233	2,365.954	29.574	5,408.832	2,496.384	31.204
E-5	5,408.832	2,496.384	31.205	5,706.360	2,633.705	32.921



PRESENTATION

Youth Leadership Committee Report on Retreat to Green Valley, California held January 12 – 14, 2018 and Recognition of Retreat Sponsor Serv-Wel Disposal

RECOMMENDATION

The Mayor may wish to call upon Richard Aguilar, Chairperson of the Youth Leadership Committee, to assist with the presentation.

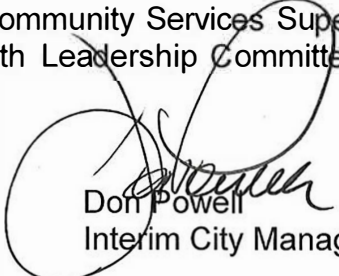
BACKGROUND

The City's Youth Leadership Committee (YLC) participated in its annual leadership retreat to Green Valley, CA. from January 12th through January 14th, 2018. At the retreat, the committee members had an opportunity to supportively work together in a placid and serene setting. A total of 16 youth participated in this year's retreat, which is the highest number of YLC members in many years. The YLC retreat is an important part of the goal setting process, while also enabling the committee members to team build. Highlights of the retreat included:

- Review of 2017 goals and accomplishments
- Importance of civic engagement and responsibility
- Team building activities
- Integrating new members into the Committee
- Develop 2018 goals for the Youth Leadership Committee
- Building self-confidence, teamwork, and leadership skills
- Recreational and free time activities

This retreat was also made possible by the generosity of Serv-Wel Disposal & Recycling. The YLC would like to recognize Serv-Wel's President, Mr. John Prohorhoff, for his company's ongoing support of this youth retreat.

The Mayor may wish to call upon Community Services Supervisor, Wayne Bergeron to introduce the members of the Youth Leadership Committee who will be making the presentation to Council.


Don Powell

Interim City Manager



City of Santa Fe Springs

City Council Meeting

February 8, 2018

PRESENTATION

Earned Income Tax Credit and Volunteer Income Tax Assistance (VITA) Program

RECOMMENDATION

It is requested that the Mayor declare and encourage Santa Fe Springs to utilize and support the Earned Income Tax Credit (EITC) initiative and Volunteer Income tax Assistance (VITA) program supported by the California State Board of Equalization, Franchise Tax Board, and Internal Revenue Services.

BACKGROUND

On February 8, 2018, the City will begin its annual Volunteer Income Tax Assistance (VITA) program at the Gus Velasco Neighborhood Center. This program is overseen by the Family & Human Services Division in the Department of Community Services. The Santa Fe Springs VITA Program has provided free quality tax preparation for low to moderate income families in the community for 28 years. The tax preparations are completed solely by volunteers who have been trained and certified by the Internal Revenue Service. The Santa Fe Springs VITA Program continues to strive to improve the quality of tax preparation, as well as increase the number of community members we serve.

The City again has joined the efforts with the California State Board of Equalization to promote and support the free Income Tax Preparation and Family Resource Initiative which promotes the Earned Income Tax Credit and other family services to those eligible. Last year the initiative was able to serve 3.1 million claims and capture \$7.4 billion in federal and state refunds by helping thousands of Californians file their tax returns.

The Santa Fe Springs VITA program is currently accepting appointments for the 2017 tax year. The program offers free tax help to individuals who generally make \$54,000 or less, the elderly, and individuals with disabilities, and limited English speaking taxpayers who need assistance in preparing their own tax returns.

The Mayor may wish to call upon Community Services Supervisor, Carlos Mendoza to assist with the proclamation.


Don R. Powell
Interim City Manager

Attachment:
Proclamation

WHEREAS, insufficient income contributes to many of the social and human service needs in our state; and,

WHEREAS, the EITC helps approximately 27 million eligible workers and families receive more than \$67 billion into California's economy; and,

WHEREAS, every year 800,000 families who qualify for EITC fail to apply for the credit, representing a loss of \$1.2 billion in increased income for the local communities; and,

WHEREAS, increasing the use of EITC by the qualified citizens of the City of Santa Fe Springs would help stimulate our local economy and increase to millions of dollars in income; and,

WHEREAS, every resident earning less than \$54,000 a year may qualify for \$6,318 in EITC which may be used to lower their taxes or increase their tax refund; and,

WHEREAS, increasing EITC utilization represents a highly cost-effective economic development strategy; and,

NOW THEREFORE, I, Jay Sarno, Mayor of the City of Santa Fe Springs on behalf of the entire City Council, encourage all residents and employees to join the California State Board of Equalization, Franchise Tax Board and Internal Revenue Services in advocating and utilizing the Earned Income Tax Credit and Volunteer Income Tax Assistance Program to qualified families and individuals.

Dated this 8th day of February 2018.

JAY SARNO, MAYOR



City of Santa Fe Springs

City Council Meeting

February 8, 2018

PRESENTATION

Presentation on the Santa Fe Springs 49ers Junior Clinic Red Football Team for Winning the Division, League, and Superbowl Championships.

RECOMMENDATION

The Mayor may wish to call upon the Santa Fe Springs 49ers Head Coach Gilbert Ruiz.

Certificates will be presented to the Santa Fe Springs 49ers Football team for winning the Division, League, and Super Bowl.


Don Powell
Interim City Manager



City of Santa Fe Springs

City Council Meeting

February 8, 2018

PRESENTATION

Presentation of Badge and Firefighter Protective Gear to Firefighters Brent Eastman and Casey Jones

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Brent Hayward to assist with the presentation.

BACKGROUND

Candidate Firefighters Brent Eastman and Casey Jones were hired by the City of Santa Fe Springs Fire-Rescue on February 6, 2017.

Traditionally, a Firefighter Candidate is not presented his badge and new equipment until he/she meets the minimum probationary requirements as established by the Department of Fire Rescue.

Over the past year, both Brent and Casey have received comprehensive training in all fire service disciplines to assure a safe and successful career with the City. Additionally, they have successfully completed four (4) quarterly performance exams scoring a minimum of 80% on each exam and he has received four (4) satisfactory and above performance evaluations upon completion of each quarter by four (4) different Fire Captain supervisors.

Brent and Casey have met the minimum requirements to pass the one-year "Firefighter Candidate" probation and will be declared a City of Santa Fe Springs "Firefighter" as of February 7th, 2018.

Firefighters Eastman and Jones will receive their badges and new protective personalized protective gear at this presentation.


Don Powell
Interim City Manager



City of Santa Fe Springs

City Council Meeting

February 8, 2018

PRESENTATION

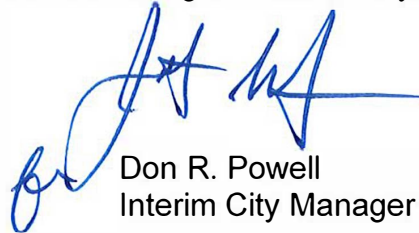
Presentation to Ruth Slusher upon her Retirement

RECOMMENDATION

The Mayor may wish to call upon the Fire Chief of Santa Fe Springs Fire-Rescue to assist with this presentation.

BACKGROUND

Ruth Slusher recently retired from service to the City of Santa Fe Springs. Ruth has been invited, to tonight's Council meeting to be recognized for her 30-plus years of service to our community. Ruth was hired with the Fire Department in 2001 and has worked with Fire-Rescue during her entire 16 years of employment with the City.



Don R. Powell
Interim City Manager

Attachment:

None

Report Submitted By: Brent Hayward, Fire Chief
Fire Department

Date of Report: February 2, 2018

ITEM NO. 19E



City of Santa Fe Springs

City Council Meeting

February 8, 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	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Moore
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
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
Youth Leadership	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: February 2, 2018

ITEM NO. 20

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 2/2/18

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	(18)
	Guadalupe Placencia	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Sarno	Irene Pasillas	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Mary Jo Haller	(18)
	Nora Walsh	(18)
	Margaret Bustos*	(18)
	Vacant	

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 2/2/18

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 2/2/18

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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Vacant	
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

updated 2/2/18

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Rudy Lagarreta Jr.	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	(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	TERM EXPIRES 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 Hernandez	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	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	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	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Vacant	
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Vacant	
	Marcella Obregon	(19)
	Vacant	(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

*Albert Hayes removed on 7/19/17

YOUTH LEADERSHIP COMMITTEE

updated 2/2/18

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)
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)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	Vacant	(18)